

CA17 Land at Greaves Street and Cross Street Bundle

A. SECTION 1

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A. SECTION 1

Voluntary or Community Body Details

Organisation	Mossley Town Council
Address	c/o 12 Netherlees Lees Oldham OL4 5BA
Registered or trading name if different from above	As above
Contact name	Mike Iveson
Position in Council	Clerk to the Council
Correspondence address (if different to above)	As above
Daytime tel. no.	(Home) 0161 620 8455 (Mobile) 07809 690890
E mail address	theclerk@mossley-council.co.uk
Web address	www.mossley-council.co.uk
Nature of organisation	Town (Parish) Council
Company registration number, registered charity number or Financial Services Authority registration number	Not applicable

Community Nomination – Asset Detail

Asset address	Land at Greaves St and Cross St, Mossley (The site recently advertised for sale by auction by Tameside MBC shown on the attached plan)
What is the asset	Local amenity area
Asset owner	Tameside MBC
Asset / land use over last five years	

In the last five years the Greavess St site has history as a community space.

Examples include:

- Picnics on the Green
- Use by dog walkers and the general public as informal open space
- Children use the site for informal play particularly important because many of the houses in the area do not have gardens.

Until recently the space had a public tennis court sited upon it. This was finally removed when recent works to the retaining wall were carried out.

The space previously had children's fixed play equipment sited upon it.

The space is 'greenfield' and has never been 'previously developed land' / private gardens and then public space

Evidence – Asset of Community Value

Confirm why you feel the asset is an asset of community value

Whilst the need to raise monies due to central government cuts to local authority funding is accepted, Mossley is already being overdeveloped with hundreds of new houses proposed as a result of redevelopment. It is considered that the town has reached its limit and- for the sake of relatively small sums of money valuable community spaces are being sacrificed.

Local residents are concerned that the town's green spaces are being exploited due to the popularity of the town. The sale of this and other small amenity spaces in the town offers short term benefit but will result in a long term loss for existing and future residents of our town which cannot be reversed.

This 'little piece of land' is in fact well used and highly valued by the wider community and disposal of the site will erode the intensely strong community spirit which exists. The space offers respite and makes a positive contribution to people's mental health and wellbeing. It is a feature of the area and has been a contributing factor to residents in choosing a place to live and bring up their families and future generations in Mossley.

The Greaves Street land is on one of the best focal points in the town. It is one of the few places where isolated people and children can get away from traffic and noise. It is a place of calmness and tranquillity. It is safe and needs to be championed as a panoramic point of view for local people. It is a centrepiece for 'Top' Mossley.

Greaves Street is a powerful and potent part of the town's history, culture and heritage.

Very significant amounts of time and effort have been put into the orchard below and this could be extended. The aim is for local people and visitors to benefit from this space. It would be more appropriate to retain the site as an important town centre oasis or 'green lung' rather than to exacerbate existing over development of the town

by building on the site

Mossley Town Council fully supports the wishes of the local community to retain not only this but also other sites in the locality which are to be sold. As a valued community asset, local people overwhelmingly wish this site to be retained for use by the community. With the support of Mossley Town Council wherever possible, the local community is prepared to look after and maintain the site and safeguard it for future generations. Together with other similar spaces, the community will look after the sites in the hope of establishing a revitalised cultural and green quarter in this very special old mill town.

Evidence of this

As above.

No representations supporting sale or redevelopment have been received.

Name of person authorised to sign on behalf of the organisation

Mike Iveson

Position / status within the organisation

Clerk and Responsible Financial Officer

Date

27 September 2017

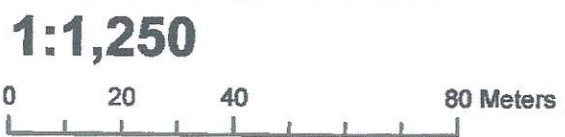
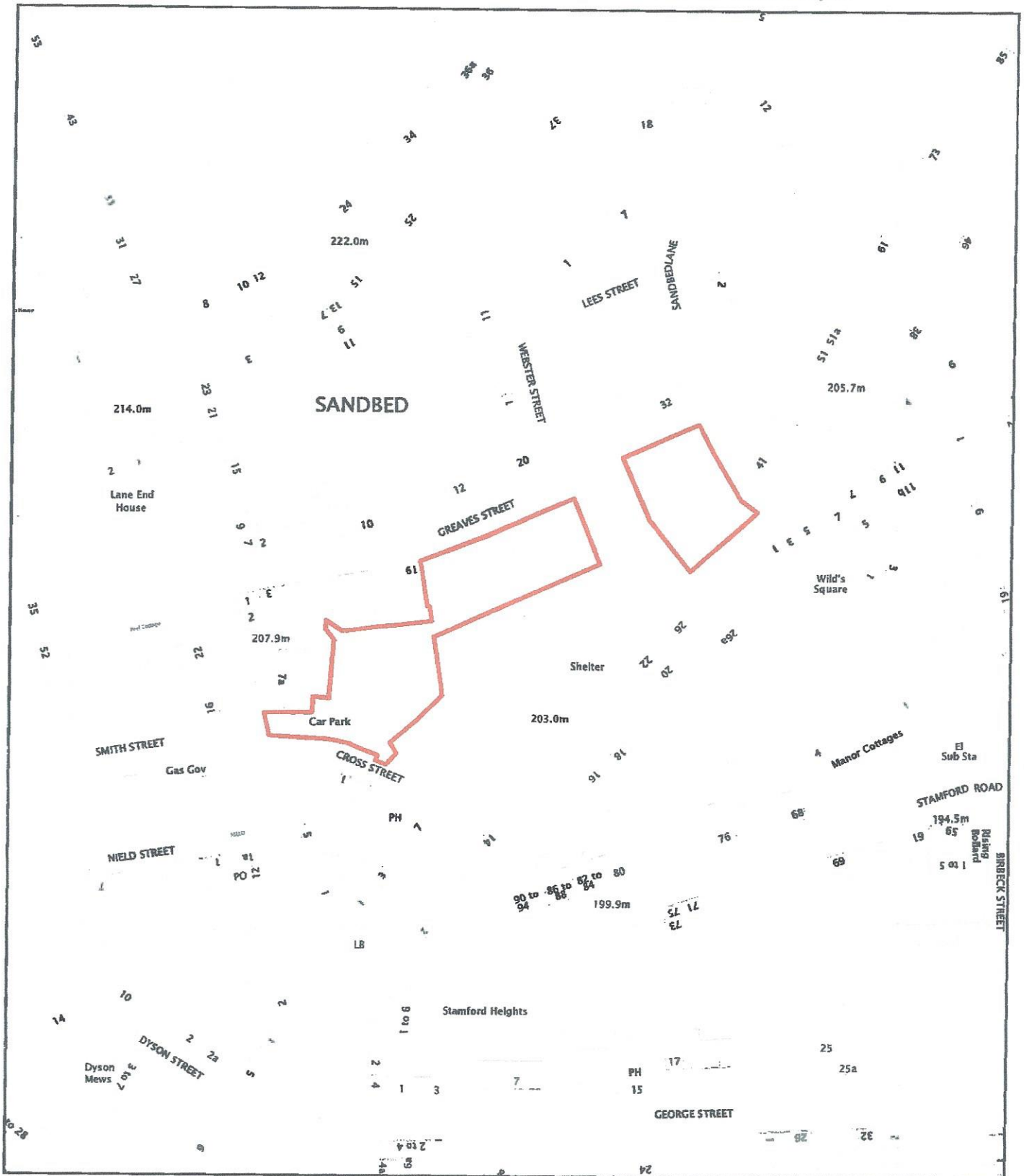
Signature

M.W. Iveson

Land at Greaves Street & Cross Street Mossley



Area: 2235 sq m



SD9702NW

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Ordnance Survey 100022697
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Plan prepared by Bill Bowden 20/7/2017
Tameside
Metropolitan Borough
Estates & Asset Management Unit
c/o Dukinfield Town Hall
King Street
Dukinfield



Google recommends using Chrome

Try a fast, secure browser with updates built in

NO THANKS

YES



A 5



A 6



A 7



A 8



A 10

PUGH AUCTIONS

AUCTION: 17 October 2017

LOT: 051 - Land at Greaves Street & Cross Street, Mossley

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A. SECTION 1



SALE MEMORANDUM

AUCTION DATE: 17 October 2017

LOT: 051 - Land at Greaves Street & Cross Street, Mossley

Name and address of SELLER

Name and address of BUYER

Tameside Metropolitan Borough Council, Council Offices, Dukinfield Town Hall, King Street, Dukinfield SK16 4LA
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The Price (Excluding any VAT)
--

Deposit paid

£1000.00 Buyers Admin Fee (Excluding any VAT)

The SELLER agrees to sell and the BUYER agrees to buy the LOT for the PRICE. This agreement is subject to the GENERAL CONDITIONS printed in the auction brochure of Pugh & Company for the auction date as above, and to any SPECIAL CONDITIONS and ADDENDUM attached hereto.

Pugh & Company acknowledge receipt of the Deposit.

Signed by us as agent for the _____

Signed by the BUYER _____

The buyer's solicitors:

Name _____

Address _____

Contact _____

The sellers's solicitors:

Name _____ Borough Solicitor, Tameside Metropolitan Borough Council

Address _____ Council Offices, Dukinfield Town Hall, King Street, Dukinfield SK16 4LA

Contact _____ Julie Sherratt - Tel: 0161 342 3042 julie.sherratt@tameside.gov.uk

In addition to the deposit to be paid to Pugh & Company on exchange of contracts, the successful buyer will be required to pay the Auctioneers a Buyers Administration Fee for each lot purchased. The Buyer's Administration Fee will be charged as above.

Please note payments made by credit card will be subject to a 2.19% charge

In signing this memorandum you confirm that should cheques not clear upon first presentation you will be liable to pay Pugh & Company an additional cheque processing charge of £100 inclusive of VAT. This amount will be deducted from any deposit funds held on your behalf or will otherwise be payable at the point Pugh and Company are notified of representation. A VAT receipt will be issued on the next working day.

The Common Auction Conditions have been produced for real estate auctions in England and Wales to set a common standard across the industry. They are in three sections:

1. **Glossary**
The glossary gives special meanings to certain words used in both sets of conditions.
2. **Auction Conduct Conditions**
The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement. We recommend that these conditions are set out in a two-part notice to bidders in the auction catalogue, part one containing advisory material – which auctioneers can tailor to their needs – and part two the auction conduct conditions.
3. **Sale Conditions**
The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.

Important notice

A prudent buyer will, before bidding for a lot at an auction:
 • Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
 • Read the conditions;
 • Inspect the lot;
 • Carry out usual searches and make usual enquiries;
 • Check the content of all available leases and other documents relating to the lot;
 • Check that what is said about the lot in the catalogue is accurate;
 • Have finance available for the deposit and purchase price;
 • Check whether VAT registration and election is advisable;
 The conditions assume that the buyer has acted like a prudent buyer.
If you choose to buy a lot without taking these normal precautions you do so at your own risk.

GLOSSARY

This glossary applies to the auction conduct conditions and the sale conditions. Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a "person" includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the auction or the contract date (as applicable); and
- where the following words printed in bold black type appear in bold blue type they have the specified meanings.

Actual completion date

The date when completion takes place or is treated as taking place for the purposes of apportionment and calculating interest.

Addendum

An amendment or addition to the conditions or to the particulars or to both whether contained in a supplement to the catalogue, a written notice from the auctioneers or an oral announcement at the auction.

Agreed completion date

Subject to condition C9.3:

- (a) the date specified in the special conditions; or
- (b) if no date is specified, 20 business days after the contract date; but if that date is not a business day the first subsequent business day.

Approved financial institution

Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the auctioneers.

Arrears

Arrears of rent and other sums due under the tenancies and still outstanding on the actual completion date.

Arrears schedule

The arrears schedule (if any) forming part of the special conditions.

Auction

The auction advertised in the catalogue.

Auction conduct conditions

The conditions so headed, including any extra auction conduct conditions.

Auctioneers

The auctioneers at the auction.

Business day

Any day except (a) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.

Buyer

The person who agrees to buy the lot or, if applicable, that person's personal representatives; if two or more are jointly the buyer their obligations can be enforced against them jointly or against each of them separately.

Catalogue

The catalogue to which the conditions refer including any supplement to it.

Completion

Unless otherwise agreed between seller and buyer (or their conveyancers) the occasion when both seller and buyer have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.

Condition

One of the auction conduct conditions or sales conditions.

Contract

The contract by which the seller agrees to sell and the buyer agrees to buy the lot.

Contract date

The date of the auction or, if the lot is not sold at the auction:

- (a) the date of the sale memorandum signed by both the seller and buyer; or
- (b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an

irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

Documents

Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the special conditions relating to the lot.

Financial charge

A charge to secure a loan or other financial indebtedness (not including a rent charge).

General conditions

That part of the sale conditions so headed, including any extra general conditions.

Interest rate

If not specified in the special conditions, 4% above the base rate from time to time of Barclays Bank plc. (The interest rate will also apply to judgment debts, if applicable).

Lot

Each separate property described in the catalogue or (as the case may be) the property that the seller has agreed to sell and the buyer to buy (including chattels, if any).

Old arrears

Arrears due under any of the tenancies that are not "new tenancies" as defined by the Landlord and Tenant (Covenants) Act 1995.

Particulars

The section of the catalogue that contains descriptions of each lot (as varied by any addendum).

Practitioner

An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).

Price

The price that the buyer agrees to pay for the lot.

Ready to complete

Ready, willing and able to complete: if completion would enable the seller to discharge all financial charges secured on the lot that have to be discharged by completion, then those outstanding financial charges do not prevent the seller from being ready to complete.

Sale conditions

The general conditions as varied by any special conditions or addendum.

Sale memorandum

The form so headed (whether or not set out in the catalogue) in which the terms of the contract for the sale of the lot are recorded.

Seller

The person selling the lot. If two or more are jointly the seller their obligations can be enforced against them jointly or against each of them separately.

Special conditions

Those of the sale conditions so headed that relate to the lot.

Tenancies

Tenancies, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them.

Tenancy schedule

The tenancy schedule (if any) forming part of the special conditions.

Transfer

Transfer includes a conveyance or assignment (and "to transfer" includes "to convey" or "to assign").

TUPE

The Transfer of Undertakings (Protection of Employment) Regulations 2006.

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

We (and us and our)

The auctioneers.

You (and your)

Someone who has a copy of the catalogue or who attends or bids at the auction, whether or not a buyer.

CONDUCT OF THE AUCTION

A1 Introduction

A1.1 Words in bold blue type have special meanings, which are defined in the Glossary.

A1.2 The catalogue is issued only on the basis that you accept these auction conduct conditions. They govern our relationship with you and cannot be disappplied or varied by the sale conditions (even by a condition purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

A2 Our role

A2.1 As agents for each seller we have authority to:

- (a) prepare the catalogue from information supplied by or on behalf of each seller;
- (b) offer each lot for sale;
- (c) sell each lot;
- (d) receive and hold deposits;
- (e) sign each sale memorandum; and
- (f) treat a contract as repudiated if the buyer fails to sign a sale memorandum or pay a deposit as required by these auction conduct conditions.

A2.2 Our decision on the conduct of the auction is final.

A2.3 We may cancel the auction, or alter the order in which lots are offered for sale. We may also combine or divide lots. A lot may be sold or withdrawn from sale prior to the auction.

A2.4 You acknowledge that to the extent permitted by law we owe you no duty of care and you have no claim against us for any loss.

A3 Bidding and reserve prices

A3.1 All bids are to be made in pounds sterling exclusive of any applicable VAT.

A3.2 We may refuse to accept a bid. We do not have to explain why.

A3.3 If there is a dispute over bidding we are entitled to resolve it, and our decision is final.

A3.4 Unless stated otherwise each lot is subject to a reserve price (which may be fixed just before the lot is offered for sale). If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction.

A3.5 Where there is a reserve price the seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the seller might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the seller may fix the final reserve price just before bidding commences.

A4 The particulars and other information

A4.1 We have taken reasonable care to prepare particulars that correctly describe each lot. The particulars are based on information supplied by or on behalf of the seller. You need to check that the information in the particulars is correct.

A4.2 If the special conditions do not contain a description of the lot, or simply refer to the relevant lot number, you take the risk that the description contained in the particulars is incomplete or inaccurate, as the particulars have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The particulars and the sale conditions may change prior to the auction and it is your responsibility to check that you have the correct versions.

A4.4 If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

A5 The contract

A5.1 A successful bid is one we accept as such (normally on the fall of the hammer). This condition A5 applies to you if you make the successful bid for a lot.

A5.2 You are obliged to buy the lot on the terms of the sale memorandum at the price you bid plus VAT (if applicable).

A5.3 You must before leaving the auction:
 (a) provide all information we reasonably need from you to enable us to complete the sale memorandum (including proof of your identity if required by us);

(b) sign the completed sale memorandum; and

(c) pay the deposit.

A5.4 If you do not we may either:

(a) as agent for the seller treat that failure as your repudiation of the contract and offer the lot for sale again: the seller may then have a claim against you for breach of contract; or

(b) sign the sale memorandum on your behalf.

A5.5 The deposit:

(a) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the seller, but otherwise is to be held as stated in the sale conditions; and

(b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us or an approved financial institution. The extra auction conduct conditions may state if we accept any other form of payment.

A5.6 We may retain the sale memorandum signed by or on behalf of the seller until the deposit has been received in cleared funds.

A5.7 If the buyer does not comply with its obligations under the contract then:

(a) you are personally liable to buy the lot even if you are acting as an agent; and

(b) you must indemnify the seller in respect of any loss the seller incurs as a result of the buyer's default.

A5.8 Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the lot.

A6 Extra Auction Conduct Conditions

A6.1 Despite any special condition to the contrary the minimum deposit we accept is £2,000 (or the total price, if less). A special condition may, however, require a higher minimum deposit.

COMMON AUCTION CONDITIONS

(EDITION 3 AUGUST 2009) Reproduced with the consent of the RICS

The general conditions (including any extra general conditions) apply to the contract except to the extent that they are varied by special conditions or by an addendum

- 1. The lot**
- 1.1 The lot (including any rights to be granted or reserved, and any exclusions from it) is described in the special conditions, or if not so described the lot is that referred to in the sale memorandum.
- 1.2 The lot is sold subject to any tenancies disclosed by the special conditions, but otherwise with vacant possession on completion.
- 1.3 The lot is sold subject to all matters contained or referred to in the documents, but excluding any financial charges: these the seller must discharge on or before completion.
- 1.4 The lot is also sold subject to such of the following as may affect it, whether they arise before or after the contract date and whether or not they are disclosed by the seller or are apparent from inspection of the lot or from the documents:
- (a) matters registered or capable of registration as local land charges;
 - (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
 - (c) notices, orders, demands, proposals and requirements of any competent authority;
 - (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
 - (e) rights, easements, quasi-easements, and wayleaves;
 - (f) outgoings and other liabilities; (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
 - (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the buyer has made them; and
 - (i) anything the seller does not and could not reasonably know about.
- 1.5 Where anything subject to which the lot is sold would expose the seller to liability the buyer is to comply with it and indemnify the seller against that liability.
- 1.6 The seller must notify the buyer of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the contract date but the buyer must comply with them and keep the seller indemnified.
- 1.7 The lot does not include any tenant's or trade fixtures or fittings.
- 1.8 Where chattels are included in the lot the buyer takes them as they are at completion and the seller is not liable if they are not fit for use.
- 1.9 The buyer buys with full knowledge of:
- (a) the documents, whether or not the buyer has read them; and
 - (b) the physical condition of the lot and what could reasonably be discovered on inspection of it, whether or not the buyer has inspected it.
- 1.10 The buyer is not to rely on the information contained in the particulars but may rely on the seller's conveyancer's written replies to preliminary enquiries to the extent stated in those replies.
- 2. Deposit**
- 2.1 The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum); and
 - (b) 10% of the price (exclusive of any VAT on the price).
- 2.2 The deposit
- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and
 - (b) is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller.
- 2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions.
- 2.4 If a cheque for all or part of the deposit is not cleared on first presentation the seller may treat the contract as at an end and bring a claim against the buyer for breach of contract.
- 2.5 Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise.
- 3. Between contract and completion**
- 3.1 Unless the special conditions state otherwise, the seller is to insure the lot from and including the contract date to completion and:
- (a) produce to the buyer on request all relevant insurance details;
 - (b) pay the premiums when due;
 - (c) if the buyer so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
 - (d) at the request of the buyer use reasonable endeavours to have the buyer's interest noted on the policy if it does not cover a contracting purchaser;
 - (e) unless otherwise agreed, cancel the insurance at completion, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer; and
 - (f) (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assign to the buyer the benefit of any claim; and the buyer must on completion reimburse to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the contract date to completion.
- 3.2 No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion, or to refuse to complete.
- 3.3 Section 47 of the Law of Property Act 1925 does not apply.
- 3.4 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.
- 4. Title and identity**
- 4.1 Unless condition 4.2 applies, the buyer accepts the title of the seller to the lot as at the contract date and may raise no requisition or objection except in relation to any matter that occurs after the contract date.
- 4.2 If any of the documents is not made available before the auction the following provisions apply:
- (a) The buyer may raise no requisition or objection to any of the documents that is made available before the auction.
 - (b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
 - (c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.
 - (d) If title is in the course of registration, title is to consist of certified copies of:
 - (i) the application for registration of title made to the land registry;
 - (ii) the documents accompanying that application;
 - (iii) evidence that all applicable stamp-duty land tax relating to that application has been paid; and
 - (iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.
 - (e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.
- 4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and
 - (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.
- 4.4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract.
- 4.5 The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the documents.
- 4.6 The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.
- 5. Transfer**
- 5.1 Unless a form of transfer is prescribed by the special conditions:
- (a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition 5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the seller; and
 - (b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.
- 5.2 If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that liability.
- 5.3 The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.
- 6. Completion**
- 6.1 Completion is to take place at the offices of the seller's conveyancer, or where the seller may reasonably require, on the agreed completion date. The seller can only be required to complete on a business day and between the hours of 0930 and 1700.
- 6.2 The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest.
- 6.3 Payment is to be made in pounds sterling and only by:
- (a) direct transfer to the seller's conveyancer's client account; and
 - (b) the release of any deposit held by a stakeholder.
- 6.4 Unless the seller and the buyer otherwise agree, completion cannot take place until both have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.
- 6.5 If completion takes place after 1400 hours for a reason other than the seller's default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next business day.
- 6.6 Where applicable the contract remains in force following completion.
- 7. Notice to complete**
- 7.1 The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.
- 7.2 The person giving the notice must be ready to complete.
- 7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:
- (a) terminate the contract;
 - (b) claim the deposit and any interest on it if held by a stakeholder;
 - (c) forfeit the deposit and any interest on it;
 - (d) resell the lot; and
 - (e) claim damages from the buyer.
- 7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:
- (a) terminate the contract; and
 - (b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.
- 8. If the contract is brought to an end**
- If the contract is lawfully brought to an end:
- (a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and
 - (b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition 7.3.9.
- 9. Landlord's licence**
- 9.1 Where the lot is or includes leasehold land and licence to assign is required this condition 9 applies.

- 9.2 The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- 9.3 The agreed completion date is not to be earlier than the date five business days after the seller has given notice to the buyer that licence has been obtained.
- 9.4 The seller must:
- use all reasonable endeavours to obtain the licence at the seller's expense; and
 - enter into any authorised guarantee agreement properly required.
- 9.5 The buyer must:
- promptly provide references and other relevant information; and
 - comply with the landlord's lawful requirements.
- 9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition 9) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition 9.
10. Interest and apportionments
- 10.1 If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date.
- 10.2 Subject to condition 11 the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.
- 10.3 Income and outgoings are to be apportioned at actual completion date unless:
- the buyer is liable to pay interest; and
 - the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.
- 10.4 Apportionments are to be calculated on the basis that:
- the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
 - annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
 - where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.
11. Arrears
- 11.1 **Part 1 Current rent**
- "Current rent" means, in respect of each of the tenancies subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding completion.
- 11.2 If on completion there are any arrears of current rent the buyer must pay them, whether or not details of those arrears are given in the special conditions.
- 11.3 Parts 2 and 3 of this condition 11 do not apply to arrears of current rent.
- 11.4 **Part 2 Buyer to pay for arrears**
- Part 2 of this condition 11 applies where the special conditions give details of arrears.
- 11.5 The buyer is on completion to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the special conditions.
- 11.6 If those arrears are not old arrears the seller is to assign to the buyer all rights that the seller has to recover those arrears.
- 11.7 **Part 3 Buyer not to pay for arrears**
- Part 3 of this condition 11 applies where the special conditions:
- so state; or
 - give no details of any arrears.
- 11.8 While any arrears due to the seller remain unpaid the buyer must:
- try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
 - pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);
 - on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;
 - if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;
 - not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and
 - if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition 11.
- 11.9 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency proceedings against a tenant or seek the removal of goods from the lot.
12. Management
- 12.1 This condition 12 applies where the lot is sold subject to tenancies.
- 12.2 The seller is to manage the lot in accordance with its standard management policies pending completion.
- 12.3 The seller must consult the buyer on all management issues that would affect the buyer after completion (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a tenancy; or a new tenancy or agreement to grant a new tenancy) and:
- the seller must comply with the buyer's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability;
 - if the seller gives the buyer notice of the seller's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends; and
 - the buyer is to indemnify the seller against all loss or liability the seller incurs through acting as the buyer requires, or by reason of delay caused by the buyer.
13. Rent deposits
- 13.1 This condition 13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition 13 "rent deposited" means the deed or other document under which the rent deposit is held.
- 13.2 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer's lawful instructions.
- 13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment in which the buyer covenants with the seller to:
- observe and perform the seller's covenants and conditions in the rent deposit deed and indemnify the seller in respect of any breach;
 - give notice of assignment to the tenant; and
 - give such direct covenant to the tenant as may be required by the rent deposit deed.
14. VAT
- 14.1 Where a sale condition requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.
- 14.2 Where the special conditions state that no VAT option has been made the seller confirms that none has been made by it or by any company in the same VAT group nor will be prior to completion.
15. Transfer as a going concern
- 15.1 Where the special conditions so state:
- the seller and the buyer intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
 - this condition 15 applies.
- 15.2 The seller confirms that the seller
- is registered for VAT, either in the seller's name or as a member of the same VAT group; and
 - has (unless the sale is a standard-rated supply) made in relation to the lot a VAT option that remains valid and will not be revoked before completion.
- 15.3 The buyer confirms that:
- it is registered for VAT, either in the buyer's name or as a member of a VAT group;
 - it has made, or will make before completion, a VAT option in relation to the lot and will not revoke it before or within three months after completion;
 - article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
 - it is not buying the lot as a nominee for another person.
- 15.4 The buyer is to give to the seller as early as possible before the agreed completion date evidence:
- of the buyer's VAT registration;
 - that the buyer has made a VAT option; and
 - that the VAT option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two business days before the agreed completion date, condition 14.1 applies at completion.
- 15.5 The buyer confirms that after completion the buyer intends to:
- retain and manage the lot for the buyer's own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and
 - collect the rents payable under the tenancies and charge VAT on them
- 15.6 If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:
- the seller's conveyancer is to notify the buyer's conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot;
 - the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due; and
 - if VAT is payable because the buyer has not complied with this condition 15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.
16. Capital allowances
- 16.1 This condition 16 applies where the special conditions state that there are capital allowances available in respect of the lot.
- 16.2 The seller is promptly to supply to the buyer all information reasonably required by the buyer in connection with the buyer's claim for capital allowances.
- 16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions.
- 16.4 The seller and buyer agree:
- to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition 16; and
 - to submit the value specified in the special conditions to HM Revenue and Customs for the purposes of their respective capital allowance computations.
17. Maintenance agreements
- 17.1 The seller agrees to use reasonable endeavours to transfer to the buyer, at the buyer's cost, the benefit of the maintenance agreements specified in the special conditions.
- 17.2 The buyer must assume, and indemnify the seller in respect of all liability under such contracts from the actual completion date.
18. Landlord and Tenant Act 1987
- 18.1 This condition 18 applies where the sale is a relevant disposal for the purposes of part 1 of the Landlord and Tenant Act 1987.
- 18.2 The seller warrants that the seller has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.
19. Sale by practitioner
- 19.1 This condition 19 applies where the sale is by a practitioner either as seller or as agent of the seller.
- 19.2 The practitioner has been duly appointed and is empowered to sell the lot.
- 19.3 Neither the practitioner nor the firm or any member of the firm to which the practitioner belongs has any personal liability in connection with the sale or the performance of the seller's obligations. The transfer is to include a declaration excluding that personal liability.
- 19.4 The lot is sold:
- in its condition at completion;
 - for such title as the seller may have; and
 - with no title guarantee; and the buyer has no right to terminate the contract or any other remedy if information provided about the lot is inaccurate, incomplete or missing.

- 19.5 Where relevant:
 (a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and
 (b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.
- 19.6 The buyer understands this condition 19 and agrees that it is fair in the circumstances of a sale by a practitioner.
- 20. TUPE**
- 20.1 If the special conditions state "There are no employees to which TUPE applies"; this is a warranty by the seller to this effect.
- 20.2 If the special conditions do not state "There are no employees to which TUPE applies" the following paragraphs apply:
 (a) The seller must notify the buyer of those employees whose contracts of employment will transfer to the buyer on completion (the "Transferring Employees"). This notification must be given to the buyer not less than 14 days before completion.
 (b) The buyer confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees.
 (c) The buyer and the seller acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion.
 (d) The buyer is to keep the seller indemnified against all liability for the Transferring Employees after completion.
- 21. Environmental**
- 21.1 This condition 21 only applies where the special conditions so provide.
- 21.2 The seller has made available such reports as the seller has as to the environmental condition of the lot and has given the buyer the opportunity to carry out investigations (whether or not the buyer has read those reports or carried out any investigation) and the buyer admits that the price takes into account the environmental condition of the lot.
- 21.3 The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.
- 22. Service Charge**
- 22.1 This condition 22 applies where the lot is sold subject to tenancies that include service charge provisions.
- 22.2 No apportionment is to be made at completion in respect of service charges.
- 22.3 Within two months after completion the seller must provide to the buyer a detailed service charge account for the service charge year current on completion showing:
 (a) service charge expenditure attributable to each tenancy;
 (b) payments on account of service charge received from each tenant;
 (c) any amounts due from a tenant that have not been received;
 (d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.
- 22.4 In respect of each tenancy, if the service charge account shows that:
 (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the service charge account;
 (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the buyer must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the seller within five business days of receipt in cleared funds; but in respect of payments on account that are still due from a tenant condition 11 (arrears) applies.
- 22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay the expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer.
- 22.6 If the seller holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
 (a) the seller must pay it (including any interest earned on it) to the buyer on completion; and
 (b) the buyer must covenant with the seller to hold it in accordance with the terms of the tenancies and to indemnify the seller if it does not do so.
- 23. Rent reviews**
- 23.1 This condition 23 applies where the lot is sold subject to a tenancy under which a rent review due on or before the actual completion date has not been agreed or determined.
- 23.2 The seller may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the buyer, such consent not to be unreasonably withheld or delayed.
- 23.3 Following completion the buyer must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the seller, such consent not to be unreasonably withheld or delayed.
- 23.4 The seller must promptly:
 (a) give to the buyer full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
 (b) use all reasonable endeavours to substitute the buyer for the seller in any rent review proceedings.
- 23.5 The seller and the buyer are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- 23.6 When the rent review has been agreed or determined the buyer must account to the seller for any increased rent and interest recovered from the tenant that relates to the seller's period of ownership within five business days of receipt of cleared funds.
- 23.7 If a rent review is agreed or determined before completion but the increased rent and any interest recoverable from the tenant has not been received by completion the increased rent and any interest recoverable is to be treated as arrears.
- 23.8 The seller and the buyer are to bear their own costs in relation to rent review negotiations and proceedings.
- 24. Tenancy renewals**
- 24.1 This condition 24 applies where the tenant under a tenancy has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- 24.2 Where practicable, without exposing the seller to liability or penalty, the seller must not without the written consent of the buyer (which the buyer must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- 24.3 If the seller receives a notice the seller must send a copy to the buyer within five business days and act as the buyer reasonably directs in relation to it.
 (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed tenancy) account to the seller for the part of that increase that relates to the seller's period of ownership of the lot within five business days of receipt of cleared funds.
- 24.5 The seller and the buyer are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.
- 25. Warranties**
- 25.1 Available warranties are listed in the special conditions.
- 25.2 Where a warranty is assignable the seller must:
 (a) on completion assign it to the buyer and give notice of assignment to the person who gave the warranty; and
 (b) apply for (and the seller and the buyer must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by completion the warranty must be assigned within five business days after the consent has been obtained.
- 25.3 If a warranty is not assignable the seller must after completion:
 (a) hold the warranty on trust for the buyer; and
 (b) at the buyer's cost comply with such of the lawful instructions of the buyer in relation to the warranty as do not place the seller in breach of its terms or expose the seller to any liability or penalty.
- 26. No assignment**
- The buyer must not assign, mortgage or otherwise transfer or part with the whole or any part of the buyer's interest under this contract.
- 27. Registration at the Land Registry**
- 27.1 This condition 27.1 applies where the lot is leasehold and its sale either triggers first registration or is a registrable disposition. The buyer must at its own expense and as soon as practicable:
 (a) procure that it becomes registered at Land Registry as proprietor of the lot;
 (b) procure that all rights granted and reserved by the lease under which the lot is held are properly noted against the affected titles; and
 (c) provide the seller with an official copy of the register relating to such lease showing itself registered as proprietor.
- 27.2 This condition 27.2 applies where the lot comprises part of a registered title. The buyer must at its own expense and as soon as practicable:
 (a) apply for registration of the transfer;
 (b) provide the seller with an official copy and title plan for the buyer's new title; and
 (c) join in any representations the seller may properly make to Land Registry relating to the application.
- 27. Registration at the Land Registry**
- 27.1 This condition 27.1 applies where the lot is leasehold and its sale either triggers first registration or is a registrable disposition. The buyer must at its own expense and as soon as practicable:
 (a) procure that it becomes registered at Land Registry as proprietor of the lot;
 (b) procure that all rights granted and reserved by the lease under which the lot is held are properly noted against the affected titles; and
 (c) provide the seller with an official copy of the register relating to such lease showing itself registered as proprietor.
- 27.2 This condition 27.2 applies where the lot comprises part of a registered title. The buyer must at its own expense and as soon as practicable:
 (a) apply for registration of the transfer;
 (b) provide the seller with an official copy and title plan for the buyer's new title; and
 (c) join in any representations the seller may properly make to Land Registry relating to the application.
- 28. Notices and other communications**
- 28.1 All communications, including notices, must be in writing. Communication to or by the seller or the buyer may be given to or by their conveyancers.
- 28.2 A communication may be relied on if:
 (a) delivered by hand; or
 (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
 (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the sale memorandum) by a postal service that offers normally to deliver mail the next following business day.
- 28.3 A communication is to be treated as received:
 (a) when delivered, if delivered by hand; or
 (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a business day a communication is to be treated as received on the next business day.
- 28.4 A communication sent by a postal service that offers normally to deliver mail the next following business day will be treated as received on the second business day after it has been posted.
29. Contracts (Rights of Third Parties) Act 1999
 No one is intended to have any benefit under the contract pursuant to the Contract (Rights of Third Parties) Act 1999.
30. Extra General Conditions

EXTRA GENERAL CONDITIONS OF SALE

The following general conditions are to be treated as being amended as follows:

1. In General Condition 2.2 (a) the following words shall be added at the end: "and against an account held in the United Kingdom"
2. General Condition 2.2 (b) should read "is to be held as vendor's agent unless the special conditions provide that it is to be held as stakeholder".
3. In General Condition 10.1 the words "and including" are to be replaced by the words: "but excluding"
4. In General Condition 11.9 the words: "or seek removal of goods from the LOT" shall be deleted
5. In General Condition 17.2 the word: "ACTUAL" shall be replaced by the word "AGREED"
6. In General Condition 23.3 the words: "strictly in accordance with the TENANCY" shall be inserted immediately before the word "but"
7. In General Condition 25.3 (b) the words: "or cost" shall be added at the end

SPECIAL CONDITIONS

LOT number 051 – Land at Greaves Street and Cross Street, Mossley

Name and address of the seller

Tameside Metropolitan Borough Council, Dukinfield Town Hall, King Street, Dukinfield
SK16 4LA

Name, address and reference of the seller's conveyancer

Tameside Metropolitan Borough Council, Dukinfield Town Hall, King Street, Dukinfield
SK16 4LA
FAO Julie Sherratt
0161 342 3042
julie.sherratt@tameside.gov.uk

Brief description of the lot

Land at Greaves Street and Cross Street, Mossley registered at Land Registry with title absolute under whole of title number MAN48330 and part of title number MAN46961 shown edged red on the attached plan

Rights to be granted

None

Rights to be reserved

None

Exclusions

None

Tenancies

None

What the sale is subject to

The matters set out in the **general conditions** and any matters, contained or referred to in the register maintained by Land Registry under title numbers MAN46961 at 11:58:55 on 9 March 2017 and MAN48330 at 12:03:48 on 9 March 2017.

These special conditions are supplementary to and form part of the sale conditions as defined in the general conditions.

The land will be sold subject to any unregulated parking and vehicular or pedestrian access or other unauthorised use and occupation.

A nomination has been received by the Council for this land to be included on the Council's list of assets of community value. Information has been requested of the nominator so that the Council can be satisfied the nomination is a valid community nomination.

If the nomination is a valid community nomination the Council will consider whether the land is land of community value under either s88(1) or (2) of the Localism Act 2011. If the Council is of the opinion that the land is land of community value it will be included in the Council's list of assets of community value.

If of course the Council is not of that opinion, then the land will not be so listed but will be included on the Council's list of unsuccessful community nominations.

The owner of land included in the Council's list of assets of community value must not enter into a relevant disposal of the land unless the conditions provided by s95 of the Localism Act 2011 are met. These conditions are

1. The owner has notified the Council that he wishes to enter into a relevant disposal;
2. A period of 6 weeks has then passed without the Council receiving a written request from a community interest group to be treated as a potential bidder for the land (the interim moratorium period) or, if such a request has been made, a total period of 6 months has passed (the full moratorium period); and
3. An 18 month 'protected period' starting with the date of the owner's notification to the local authority, has not ended.

The owner of land included in the Council's list of assets of community value is not prevented from selling the land. Neither is the owner compelled at any point to sell the asset to a community interest group, rather he cannot sell it to anyone else within the moratorium period

Deposit

10% of the price to be paid to the auctioneer as Vendors agent unless the contract stipulates it should be held by the auctioneer (or, if the auctioneer chooses the seller's conveyancer) as stakeholder.

Insurance

For the period from and including the **contract date** up to completion the **seller** is to insure the lot.

Title

Title absolute of part of title number MAN46961 and whole of title number MAN48330

Registered or unregistered?

Registered

Title guarantee

Full title guarantee, subject to condition G4.3.

Transfer

General Condition 5.1 shall not apply to the Contract. The Transfer will be in the form attached. The Buyer will supply the Transfer executed by the Buyer in duplicate to the seller at least five business days before the Agreed Completion date.

General Condition 5.3 shall be varied to, the Seller will not transfer the lot to anyone other than the buyer, or by more than one transfer.

Agreed completion date

Twenty business days after the contract date.

Interest rate

4% over Barclays Bank PLC Base rate from time to time.

Arrears

Parts 1 and 2 of condition G11 apply.

VAT

VAT is not payable as the transaction is exempt.

Capital allowances

No capital allowances are available.

Maintenance agreements

There are no maintenance agreements.

TUPE

There are no employees to which TUPE applies.

Environmental

General condition 21 does not apply.

Warranties

There are no available warranties.

Amendments to the general conditions

The land may be subject to unregulated parking, vehicular or pedestrian access or other unauthorised use and occupation. The lot is sold subject to such matters under General Auction Condition 1.4 whether or not disclosed by the seller or are apparent from inspection of the lot or from the documents.

Extra special conditions

The buyer is to make a contribution of £1,000 towards the Council's Legal and Surveyor's fees in connection with the transaction.

The successful Buyer shall also reimburse the Seller on completion for the cost of providing a local search in the sum of £60.

If due to the default of the Buyer, completion is delayed and the Seller gives notice to the Buyer to complete, the Buyer shall pay to the Seller forthwith the legal costs of, and incidental to, the preparation and service of notice thereon in the sum of £150.00

Land Registry

Transfer of portfolio of titles (whole or part)

TR5

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form. This form should only be used where the same transferor transfers **all the titles** to the same transferee.

Enter 'U' in column 1 if the land is unregistered.

In column 2 enter 'W' for a transfer of whole of a registered title, or 'P' for a transfer of part of a registered title. Leave blank if the land is unregistered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue' in column 3. For transfers of part you must either attach a plan and state the reference used to identify the land transferred, for example 'edged red' or refer to an existing reference on the transferor's title plan. Any attached plan must be signed by the transferor.

In column 4 include information that cannot conveniently be included in another panel, such as whether the title is freehold or leasehold, apportioned consideration, differing title guarantees.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Give full name(s) of **all** of the persons transferring the property.

Complete as appropriate where the transferor is a company.

1	Title number of the property	(W) or (P)	Property	Other information
	MAN48330	W	Land at north west side of Stockport Road, Mossley	
	MAN46961	P	Land at Cross Street, Mossley	as edged red on the Plan
2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:				
3 Date:				
4 Transferor: TAMESIDE METROPOLITAN BOROUGH COUNCIL <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:				

Give full name(s) of **all** of the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

5 Transferee for entry in the register:

A 23

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

6 Transferee's intended address(es) for service for entry in the register:

7 The transferor transfers the property in panel 1 to the transferee

8 Consideration

The transferor has received from the transferee for the property the following sum (in words and figures):

The transfer is not for money or anything that has a monetary value

Insert other receipt as appropriate:

9 The transferor transfers with

full title guarantee

limited title guarantee

All matters recorded at the date of this transfer in registers open to public inspection, are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the LPMPA 1994, notwithstanding section 6(3) of the Law of Property (Miscellaneous) Provisions Act 1994.

10 Declaration of trust. The transferee is more than one person and

they are to hold the Property on trust for themselves as joint tenants

they are to hold the Property on trust for themselves as tenants in common in equal shares

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

they are to hold the Property on trust:

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Include words of covenant.

11 Additional provisions

A 24

Definitions:

The covenant set out in Section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection: these are to be treated as within the actual knowledge

Rights granted for the benefit of the property

Rights reserved for the benefit of other land

Restrictive covenants by the transferee

Include words of covenant.

Restrictive covenants by the transferor:

A 28

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (e.g. for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

12 Execution

THE COMMON SEAL of
TAMESIDE METROPOLITAN
BOROUGH COUNCIL was Authorised Signatory
affixed in the presence of:

SIGNED AS A DEED
by the said

in the presence of:-

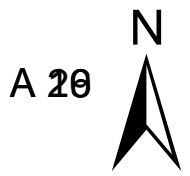
WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

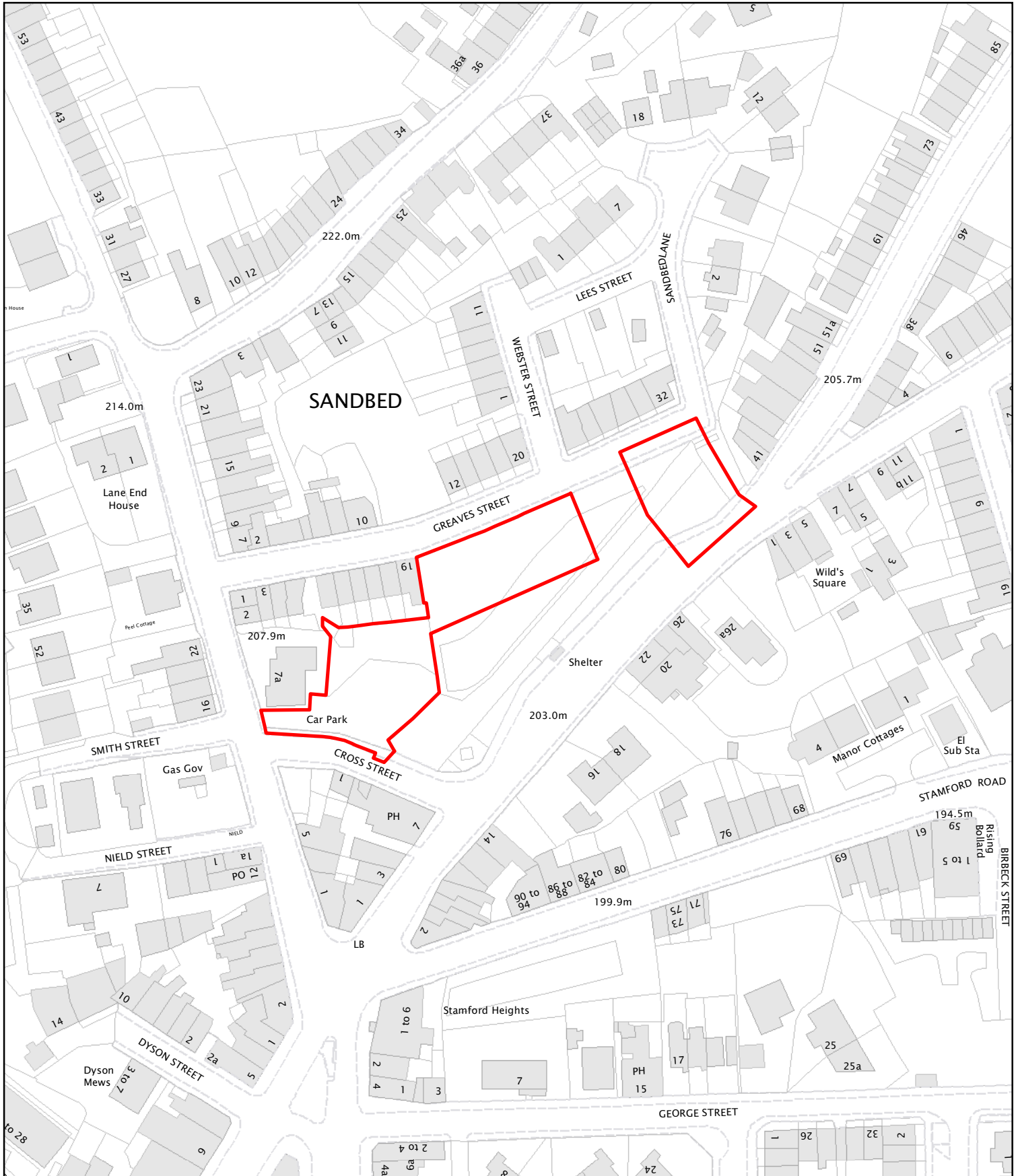
Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

Land at Greaves Street & Cross Street Mossley



Area: 2235 sq m



1:1,250

SD9702NW



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Ordnance Survey 100022697

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the Council's business and may not be reproduced.

Plan prepared by Bill Boaden 20/7/2017



Estates & Asset Management Unit
c/o Dukinfield Town Hall
King Street
Dukinfield
SK16 4LA

B. SECTION 2

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. **B 31**



Official copy
of register of
title

Title number MAN46961

Edition date 11.04.2006

- This official copy shows the entries on the register of title on 09 MAR 2017 at 11:58:55.
- 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 09 Mar 2017.
- 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 Land Registry, Fylde Office.

A: Property Register

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

GREATER MANCHESTER : TAMESIDE

- 1 (11.04.2006) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Cross Street Car Park, Cross Street, Mossley, Ashton-under-Lyne.
- 2 (11.04.2006) The mines and minerals are excepted.
- 3 (11.04.2006) As to the roadways, footpaths and grass verges falling within this title, so much of the surface and subsoil (if any) as forms part of any adopted highway is excluded from the registration.

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 (11.04.2006) PROPRIETOR: TAMESIDE METROPOLITAN BOROUGH COUNCIL of Council Offices, Wellington Road, Ashton-under-Lyne OL6 6DL.

C: Charges Register

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

- 1 (11.04.2006) The footpaths and any driveways, accessways, common areas, passageways and parking areas are subject to rights of way and user.
- 2 (11.04.2006) The land tinted pink on the title plan is subject to a perpetual yearly rentcharge of £1.4s.6d created by a Conveyance dated 28 April 1778 made between (1) Edward Greaves and (2) Phineas Mellor.

The said Deed also contains covenants.

NOTE: Copy filed.

- 3 (11.04.2006) The land tinted blue on the title plan is subject to a perpetual yearly rentcharge of £2.7s.5d created by a Conveyance dated

C: Charges Register continued

25 March 1847 made between (1) Edward Hanson Denison (2) John Greaves (3) George Bramhall and (4) James Kenworthy.

The said Deed also contains covenants.

NOTE: Copy filed.

- 4 (11.04.2006) The land is subject to the following rights granted by a Conveyance of the land in this title dated 15 September 1987 made between (1) Tameside Metropolitan Borough Council (Vendors) and (2) Norman Gibson and Audrey Jean Spears (Purchasers):-

"THE Vendors and their successors in title hereby grant to the Purchasers and their successors in title a right of way over the area of land coloured blue for the purpose of maintaining the said boundary wall marked "A" "B" "C" "D" and "E".

NOTE: Copy plan filed under GM456362.

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 Land Registry.

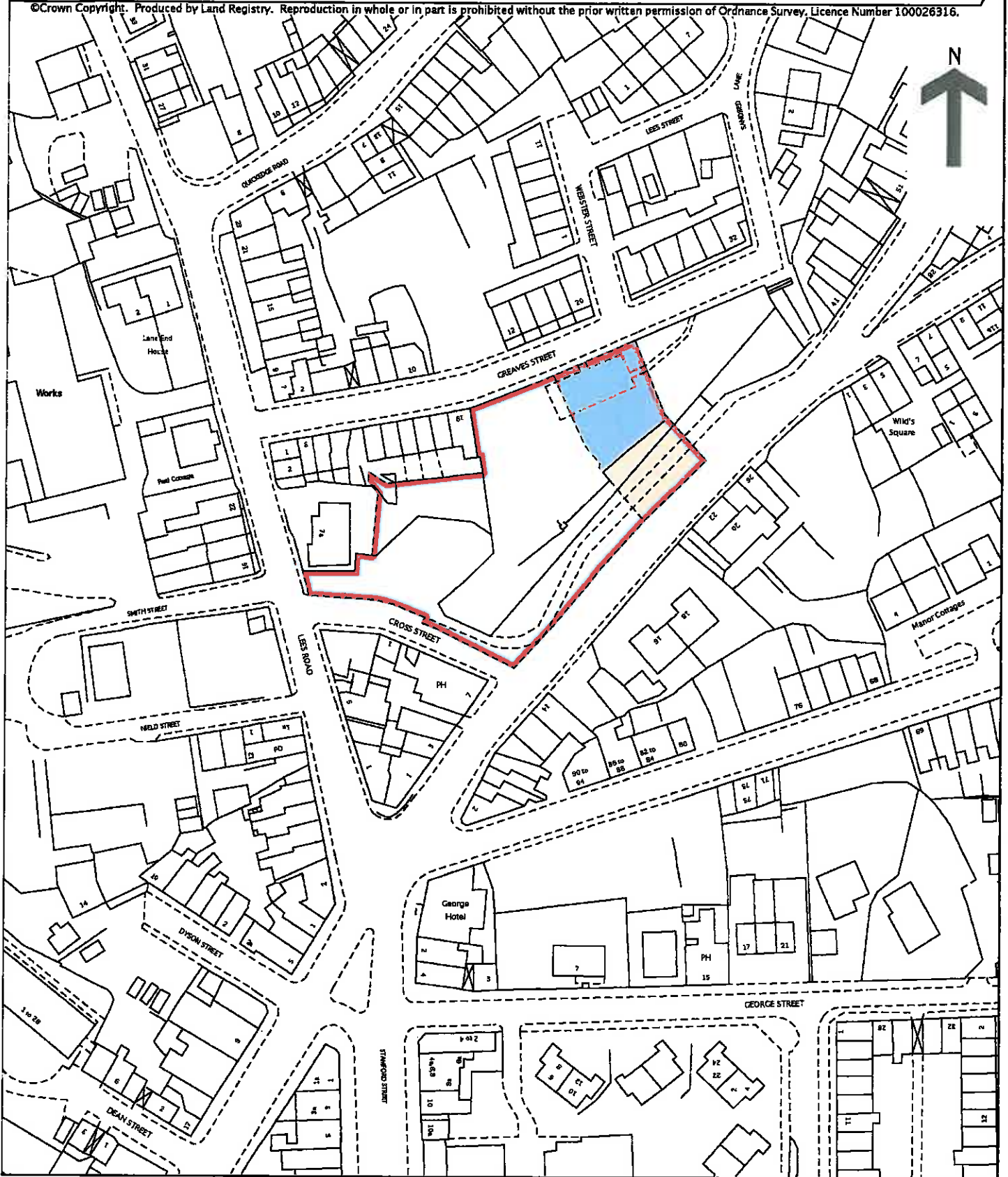
This official copy is issued on 09 March 2017 shows the state of this title plan on 09 March 2017 at 11:58:55. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be 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 Land Registry, Fylde Office .

Land Registry
Official copy of
title plan

Title number **MAN46961**
Ordnance Survey map reference **SD9702NW**
Scale **1:1250**
Administrative area **Greater Manchester :**
Tameside



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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. **B 66**



Official copy of register of title

Title number MAN48330

Edition date 27.04.2006

- This official copy shows the entries on the register of title on 09 MAR 2017 at 12:03:48.
- 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 09 Mar 2017.
- 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 Land Registry, Fylde Office.

A: Property Register

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

GREATER MANCHESTER : TAMESIDE

- 1 (27.04.2006) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land on the north west side of Stockport Road, Mossley, Ashton-under-Lyne.
- 2 (27.04.2006) As to the roadways, footpaths and grass verges falling within this title, so much of the surface and subsoil (if any) as forms part of any adopted highway is excluded from the registration.

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 (27.04.2006) PROPRIETOR: TAMESIDE METROPOLITAN BOROUGH COUNCIL of Council Offices, Wellington Road, Ashton-under-Lyne OL6 6DL.

C: Charges Register

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

- 1 (27.04.2006) The footpaths and any driveways, accessways, common areas, passageways and parking areas are subject to rights of way and user.

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.

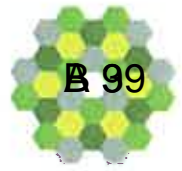
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

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 Land Registry.

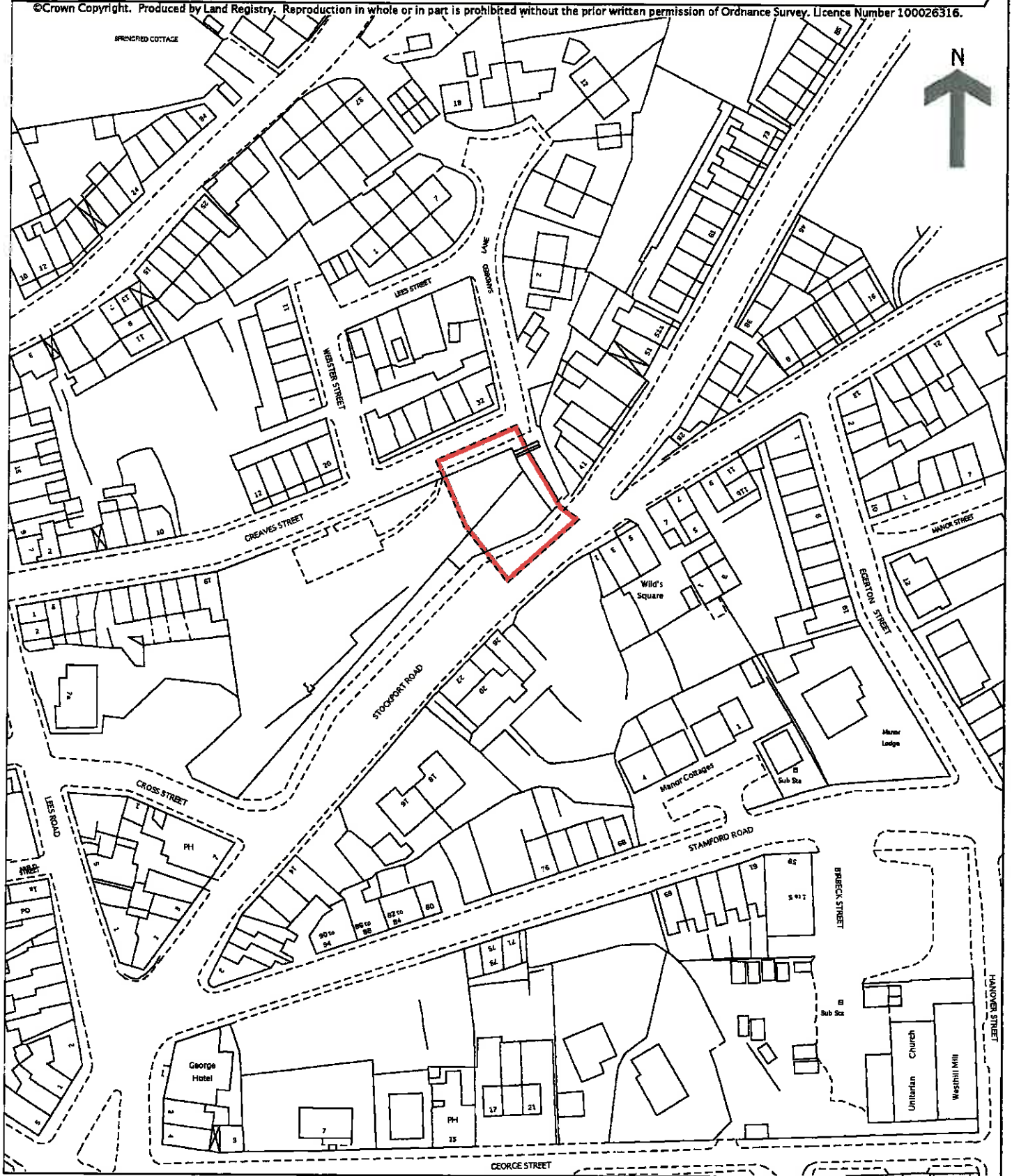
This official copy is issued on 09 March 2017 shows the state of this title plan on 09 March 2017 at 12:03:48. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be 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 Land Registry, Fylde Office .

Land Registry Official copy of title plan

Title number **MAN48330**
Ordnance Survey map reference **SD9702NW**
Scale **1:1250**
Administrative area **Greater Manchester :**
Tameside



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These are the notes referred to on the following official copy

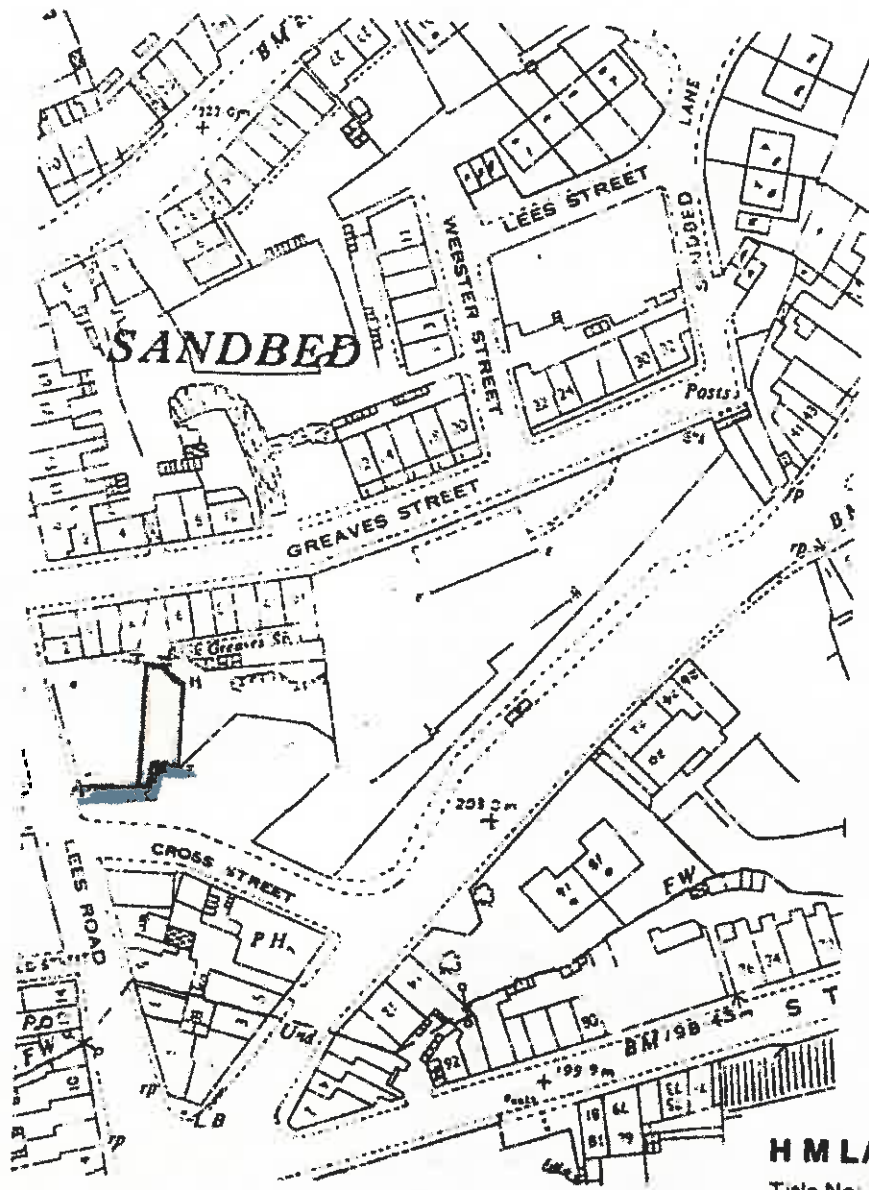
B 40

Title Number MAN46961

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

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



H M LAND REGISTRY
 Title No: GM456362
 COPY (liable to distortion in scale)
 of plan to Conveyance
 dated 15.9.1987

TAMESIDE M.B.C. LAND AT CROSS ST/LEES ROAD MOSSLEY	Serial No.	R. BAKER F.R.I.C.S. CHIEF ESTATES & INDUSTRIAL DEVELOPMENT OFFICER COUNCIL OFFICES WELLINGTON ROAD ASHTON-UNDER-LYNE TAMESIDE OL6 6DL
	Plan No.	
	Scale 1:1250	
	Date 24-4-87	

GM456362

These are the notes referred to on the following official copy

Title Number MAN46961

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

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

His Indenture



made the fourth day of March in the year of our Lord One thousand eight hundred and forty seven
between Edward Hanson Denison of Lincoln Inn in the County of Middlesex Esquire (who has married Robert Josias Clarkson Esquire deceased and said Robert Josias Clarkson Esquire and Edward Hanson Denison were by indentures of lease and release dated respectively the first and second days of March One thousand eight hundred and forty seven and appointed Esquires under the will of Edward Graves late of Tottenham Hall Esquire deceased in the place of John Sever Esquire and the Reverend James Dover

both deceased and John Grew Esquire (who is more beneficially entitled for life under the said Will to the real Estates late of the said Testator of the one part and George Bramall of the Township of Quith in the County of Northampton Esquire of the other part in witness whereof the said Edward Hanson Denison and John Graves in and at or before the sealing and delivery of these presents well and truly paid the certain sum of ten pounds to the said Edward Hanson Denison and John Graves Hall and care of them Hall bargained and sold and by these presents Do and care of them Doth bargain and sell unto the said George Bramall his executors administrators and assigns All that plot of land situate in Quith aforesaid containing in length on the northwesterly side thereof twenty two yards on the northwesterly side thereof twenty two yards and thirty inches on the southwesterly side thereof twenty two yards and thirty inches and on the southwesterly side thereof in an irregular line twenty eight yards and twenty four inches and containing in the whole six hundred and twenty nine superficial square yards of land or thereabouts and bounded on the northwesterly side thereof by an intended street eight yards wide to be called Cross Street on the northwesterly side thereof by land bounded to be sold to the said Edward Hanson Denison on the southwesterly side thereof by other land of the said George Bramall and on the southwesterly side thereof by land bounded to be sold to Messieurs John and Abel Austen and said plot of land thereby in bargain and sold is delineated in the plan in the margin of these presents of Release aforesaid referred to and accounts annexed and all ways watercourses easements and appurtenances to the said plot of land belonging and all recessions remainders rents issues and profits thereof To have and to hold the said plot of land and all and singular other the covenants and promises therein contained to be done by Bargain and sold with their and every of their appurtenances unto the said George Bramall his executors administrators and assigns from the day next before the day of the date of these presents for and during and unto the full one and term of one whole year having next ending and fully to be complete and ended In witness whereof the said Edward Hanson Denison and John Graves their heirs and assigns the said George Bramall at the celebration of the said term if the same shall be lawful consented to the said George Bramall that by virtue of these presents and by force of the Statute made for transferring uses into possession the said George Bramall may be in the actual possession of all and singular the said premises thereby Bargain and sold and be thereby enabled to grant and take a Grant and Release of the several recessions and incumbrances of the same premises and every part thereof unto the said George Bramall his heirs and assigns To and for the several uses intents and purposes thereof to be limited expressed and set forth in and by a certain Indenture of Release already prepared and intended to bear date the day next after the day of the date of these presents also made or mentioned to be made between the said Edward Hanson Denison of the first part the said John Graves of the second part the said George Bramall of the third part and James Kenworthy of Quith aforesaid Esquire of the fourth part In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written



John Grew
Edward Hanson Denison

George Bramall

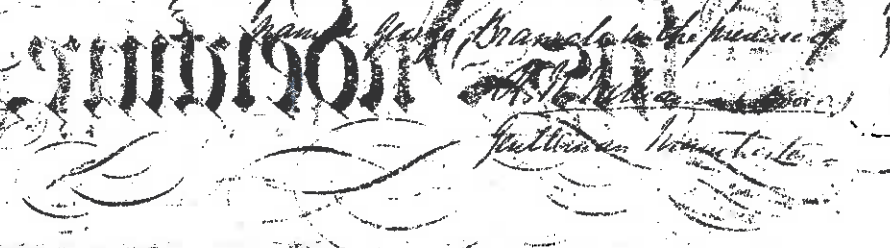


Signed, sealed and delivered, being first duly stamped, by the within named John Graves in the presence of Saml W. Piddieck of Newmarket, New Brunswick, Esq.

Signed, sealed and delivered by the within named Edward Hanson (Gibson) in the presence of

*James Robinson Butler 20 Temple Square
Newmarket, N.B.*

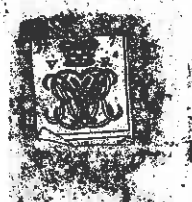
Signed, sealed and delivered by the within named John Graves in the presence of Saml W. Piddieck of Newmarket, New Brunswick, Esq.



*Memorial of the within named John Graves
at Wakefield, New Brunswick, on the day of Wednesday
the 24th day of October 1874
to the Bank of P. O. Pagan, Esq. of Newmarket, N.B.*

John Graves

John Graves



142

Deeds stated and delivered (being first duly stamped) by the within named John Greaves in the presence of -

Saml. M. Piddaun of Bournemouth, Devon, Attorney

Signed sealed and delivered by the within named Edward Hanson in the presence of -

James Robinson Butler & Thomas Glynne

Barristers at Law

Signed sealed and delivered by the within named George Brance in the presence of

R. N. Williams (Attorney)

Fuller & Co.

A Memorial of the within written Deed was registered at Wakefield the tenth day of September 1842 in the hundred and forty seventh class in the first volume of the P. O. Reg. 449 and Number 142

[Signature]

Date of the Deed

Release of a plot of land
containing
of Acre - 20
a nearly rect of
of - 22.7.2

at Wakefield this 10th day of September 1842

These are the notes referred to on the following official copy

Title Number MAN46961

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

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

Shall and delivered unto said Phineas Meller shall have liberty and privilege to erect and build a house in the said field which is mentioned for the purpose only of building on the said premises in making good and damages to be done to the tenant or occupier of the said Black field and of the said Edward Graves and that the said Phineas Meller shall and will immediately upon the execution hereof fence off the said conveyed premises from the Black field and other lands of the said Edward Graves to be done taking and setting up of the said Edward Graves his heirs and assigns and for ever afterwards sufficient maintenance and keep such fence in good and sufficient repair so as to prevent all trespass and damages to the said field or lands of the said Edward Graves in the premises.

Mathew Meller
Edward Graves



Be it remembered that on the twenty eighth day of December 1795 the said Phineas Meller and the said Edward Graves did execute the within written Indenture and the same was read and taken in the presence of the said Phineas Meller and the said Edward Graves and the said Phineas Meller and the said Edward Graves did sign and seal the same in the presence of the said Phineas Meller and the said Edward Graves.

Received of the said Phineas Meller the sum of one hundred pounds for the purchase money of the said Black field and other lands of the said Edward Graves and the said Phineas Meller did give to the said Edward Graves a receipt for the same.

Mathew Meller
Edward Graves

C. SECTION 3

For directions, notes and fees see overleaf

Insert name and address of registering authority in space below

Tameside Metropolitan Borough Council
Dukinfield Town Hall
King Street
Dukinfield
SK16 4LA

Register of local land charges

Requisition for search and official certificate of search

Requisition for search

(A separate requisition must be made in respect of each parcel of land except as explained overleaf)

An official search is required in Part(s) _____ of ⁽¹⁾ the register of local land charges kept by the above named registering authority for subsisting registrations against the land [defined in the attached plan] ⁽²⁾ described below.

Description of land sufficient to enable it to be identified

Land at Greaves Street & Cross Street, Mossley

Please see attached plan

Name and address to which certificate is to be sent

Julie Sherratt
Legal Services
Tameside MBC

Signature of applicant (or his solicitor)

Julie Sherratt

Date 09/08/2017

Telephone number 0161 342 3042

Reference GL/JS/LS-003634

Enclosure

Cheque/Money Order/Postal Order/Giro

Official certificate of search (to be completed by authorised officer)

It is hereby certified that the search requested above reveals
~~No subsisting registrations~~ ⁽³⁾

or the ONE registration(s) described in the Schedule hereto ⁽³⁾ up to and including the date of the certificate.

Signed _____

08 SEP 2017

On behalf of _____ ⁽⁴⁾

Date _____

1 Delete if inappropriate. Otherwise insert Part(s) in which search is required.

2 Delete if inappropriate. (A plan should be furnished in duplicate if it is desired that a copy should be returned.)

3 Delete inapplicable words. (The parts of the Schedule should be securely attached to the certificate and the number of registrations disclosed should be inserted in the space provided. Only Parts which disclose subsisting registrations should be sent.)

4. Insert name of registering authority.

Directions and notes

1. This form and the duplicate should be completed and sent by post to or left at the office of the registering authority.
2. A separate requisition for search should be made in respect of each parcel of land in respect of which a search is required except where, for the purpose of a single transaction, a certificate is required in respect of two or more parcels of land which have a common boundary or are separated only by a road, railway, river, stream or canal.
3. 'Parcel of land' means land (including a building or part of a building) which is separately occupied or separately rated or, if not occupied or rated, in separate ownership. For the purpose of this definition an owner is the person who (in his own right or as trustee for any other person) is entitled to receive the rack rent of land, or, where the land is not let at a rack rent, would be so entitled if it were so let.
4. The certificate of the result of an official search of the register refers to any subsisting registrations, recorded against the land defined in the application for search, in the Parts of the register in respect of which the search is requested. The Parts of the register record:

Part 1	General financial charges
Part 2	Specific financial charges
Part 3	Planning charges
Part 4	Miscellaneous charges
Part 5	Fenland ways maintenance charges
Part 6	Land compensation charges
Part 7	New towns charges
Part 8	Civil aviation charges
Part 9	Opencast coal charges
Part 10	Listed buildings charges
Part 11	Light obstruction notices
Part 12	Drainage schemes charges

5. An office copy of any entry in the register can be obtained on written request and on payment of the prescribed fee.

Fees

In England, fees payable to registering authorities for local land charge services under the Local Land Charges Act 1975 (other than the fee for a personal search of the local land charges register) are set by individual registering authorities and the fee for a personal search of the local land charges register is set out by the Lord Chancellor. In Wales, these fees are set by the National Assembly for Wales.

Information about the fees should be obtained from the relevant registering authority.

Law Society CON 29 Enquiries of local authority (2016)

If you are applying for an electronic search, you need only supply one copy of the form and plan. If you are submitting a paper-based search, the form and plan must be submitted in duplicate. Please type or use BLOCK LETTERS

53

A.

Local authority name and address

Tameside MBC
Dukinfield Town Hall
King Street
Dukinfield
SK16 4LA

Search No: _____

Signed: _____

On behalf of: _____

Local authority/~~private search company~~/member of public
(include as appropriate)

Dated: _____

B.

Address of the land/property

UPRN(s):

Secondary name/property:

Primary name/property: Land at

Street: Greaves Street

Locally/village:

Town: Mossley

Postcode:

C.

Other roadways, footways and footpaths in respect of which a reply to enquiries 2.1 and 3.6 is required (maximum 3 roads):

Cross Street, Mossley

D.

Fees

£ _____ is enclosed/is paid by NLIS transfer
(delete as appropriate)

Signed:

Dated:

Reference: Please recharge to S8041 LX800100

Telephone No:

Fax No:

E-mail:

E.

Please reply to:

julie.sherratt@tameside.gov.uk

DX Address

Notes

- Enter name and address of appropriate Local Authority. If the property is near a local authority boundary, consider raising certain enquiries (e.g. road schemes) with the adjoining local authority.
- Enter address and description of the property. Please give the UPRN(s) (Unique Property Reference Number) where known. A duplicate plan is required for all searches submitted directly to a local authority. The search may be returned if land/property cannot easily be identified.
- Enter name and/or mark on plan any other roadways, footways and footpaths abutting the property (in addition to those entered in Box B) to which a reply at enquiries 2.1 and 3.6 is required.
- Details of fees can be obtained from the local authority, your chosen NLIS channel or search provider.
- Enter the name and address/DX address of the person or company lodging or conducting this enquiry.

Law Society CON 29 Enquiries of Local Authority (2016)

PLANNING AND BUILDING REGULATIONS

1.1 Planning and building decisions and pending applications

Which of the following relation to the property have been granted, issued or refused or (where applicable) are the subject of pending applications or agreements?

- a planning permission
- a listed building consent
- a conservation area consent
- a certificate of lawfulness of existing use or development
- a certificate of lawfulness of proposed use or development
- a certificate of lawfulness of proposed works for listed buildings
- a heritage partnership agreement
- a listed building consent order
- a local listed building consent order
- building regulations approval
- a building regulation completion certificate
- any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?

1.2 Planning designations and proposals

What designations of land use for the property, or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?

ROADS AND PUBLIC RIGHTS OF WAY

Roadways, footways and footpaths

2.1 Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are:

- highways maintainable at public expense
- subject to adoption and, supported by a bond or bond waiver
- to be made up by a local authority who will reclaim the cost from the frontagers
- to be adopted by a local authority without reclaiming the cost from the frontagers

Public rights of way

- 2.2 Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map?
- 2.3 Are there any pending applications to record a public right of way that abuts, or crosses the property, on a definitive map or revised definitive map?
- 2.4 Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map?
- 2.5 If so, please attach a plan showing the approximate route.

OTHER MATTERS

Apart from the matters entered on the registers of local land charges, do any of the following matters apply to the property? If so, how can copies of relevant documents be obtained?

3.1 Land required for public purposes

Is the property included in land required for public purposes?

3.2 Land to be acquired for road works

Is the property included in land to be acquired for road works?

3.3 Drainage agreement and consents

- Is the property served by a sustainable urban drainage system (SuDS)?
- Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?
- If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?

3.4 Nearby road schemes

Is the property (or will it be) within 200 metres of any of the following?

- the centre line of a new trunk road or special road specified in any order, draft order or scheme
- the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road, or dual carriageway
- the outer limits of construction works for a proposed alteration or improvement to an existing road involving (i) construction of a roundabout (other than a mini roundabout) or (ii) widening by construction of one or more additional traffic lanes
- the outer limits of (i) construction of a new road to be built by a local authority, (ii) an approved alteration or improvement to the existing road involving the construction of a subway, underpass, flyover, footbridge, elevated road, or dual carriage way or (iii) construction of a roundabout (over than a mini roundabout) or widening by construction of one or more additional traffic lanes
- the centre line proposed route of a new road under proposals published for public consultation
- the outer limits one (i) construction for a proposed alteration or improvement to an existing road involving of a subway, underpass, flyover, footbridge, elevated road, or dual carriage way, (ii) construction of a roundabout (over than a mini roundabout) or widening by construction of one or more additional traffic lanes, under proposals published for public consultation

3.5 Nearby railway schemes

- Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?
- Are there any proposals for a railway, tramway, light railway, or monorail within the Local Authority's boundary?

3.6 Traffic schemes

Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in boxes B and C and are within 200 metres of the boundaries of the property?

- permanent stopping up or diversion
- waiting or loading restrictions
- one way driving
- prohibition of driving
- pedestrianisation
- vehicles width or weight restriction
- traffic calming works including road humps
- residents parking controls
- minor road widening or improvement
- pedestrian crossings
- cycle tracks
- bridge building

3.7 Outstanding notices

Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in response to any other enquiry in this form?

- building works
- environment
- health and safety
- housing
- highways
- public health
- flood and coastal erosion risk management

3.8 Contravention of building regulations

Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?

3.9 Notices, orders, directions and proceedings under Planning Acts

Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following?

- an enforcement notice
- a stop notice
- a listed building enforcement notice
- a breach of condition notice
- a planning contravention notice
- another notice relating to breach of planning control
- a listed building repairs notice
- in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation
- a building preservation notice
- a direction restricting permitted development
- an order revoking or modifying a planning permission
- an order requiring discontinuance of use or alteration or removal of building or works
- a tree preservation order
- proceedings to enforce a planning agreement or planning contribution

3.10 Community Infrastructure Levy (CIL)

(a) Is there a CIL charging schedule?
(b) If yes, do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-

- a liability notice?
 - a notice of chargeable development?
 - a demand notice?
 - a default liability notice?
 - an assumption of liability notice?
 - a commencement notice?
- (c) Has any demand notice been suspended?
(d) Has the Local Authority received full or part payment of any CIL liability?
(e) Has the Local Authority received any appeal against any of the above?
(f) Has a decision been taken to apply for a liability order?
(g) Has a liability order been granted?
(h) Have any other enforcement measures been taken?

3.11 Conservation area

Do any of the following apply in relation to the property?

- the making of the area a conservation area before 31 August 1974
- an unimplemented resolution to designate the area a Conservation Area

3.12 Compulsory purchase

Has any enforcement order or decision been made to compulsorily purchase or acquire the property?

3.13 Contaminated land

Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property)?

- a contaminated land notice
- in relation to a register maintained under section 78R of the Environmental Protection Act 1990
 - a decision to make an entry
 - an entry
- consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice

3.14 Radon gas

Do records indicate that the property is in a "Radon Affected Area" as identified by the Health Protection Agency?

3.15 Assets of Community Value

- Has the property been nominated as an asset of community value? If so:-
 - Is it listed as an asset of community value?
 - Was it excluded and placed on the "nominated but not listed" list?
 - Has the listing expired?
 - Is the Local Authority reviewing or proposing to review the listing?
 - Are there any subsisting appeals against the listing?
- If the property is listed:
 - Has the Local Authority decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the property?
 - Has the Local Authority received a notice of disposal?
 - Has any community interest group requested to be treated as a bidder?

Notes:

- References to the provisions of particular Acts of Parliament or Regulations include any provisions which they have replaced and also include existing or future amendments or re-enactments.
- The replies will be given in the belief that they are in accordance with information presently available to officers of the replying local authority, but none of the local authorities or their officers accept legal responsibility for an incorrect reply, except for negligence. Any legal responsibility for negligence will be owed to the person who raised the enquiries (personally or through an agent) of the replies before the time when he purchases, takes a tenancy of, or lends money on the security of the property or (if earlier) the time when he becomes contractually bound to do so.
- This form should be read in conjunction with the guidance notes available separately.
- 'Area' means any area in which the property is located.
- References to the Local Authority include any predecessor Local Authority and also any Local Authority committee, sub-committee or other body or person exercising powers delegated by the Local Authority and their 'approval' includes their decision to proceed. The replies given to certain enquiries cover knowledge and actions of both the District Local Authority and County Local Authority.
- Where relevant, the source department for copy documents should be provided.

TAMESIDE MBC LOCAL LAND CHARGES - ANSWERS TO CON 29

Search No: 778/17

1.1(a) NONE
 Information given from 1.8.1977 – Full planning history available on request.

- (b) NONE
- (c) NONE
- (d) NONE
- (e) NONE
- (f) NONE
- (g) NONE
- (h) NONE
- (i) NONE
- (j) NONE
- (k) NONE
- (l) NONE

The Council's computerised records of Building Regulations do not extend back before 1.11.1999 and this reply covers only the period since that date. Prior records would have to be searched manually on request.

Records in respect of work carried out under Competent Person self-certification schemes only exist from 1.1.2007. Please be aware that the records we hold may not be up to date. For additional information contact the relevant scheme administrator.

The owner or occupier of the property should be asked to produce any such certificate.

1.2 Adopted Unitary Dev Plan – Unallocated

2.1(a) Greaves Street, Cross Street – Adopted

- (b) NONE
- (c) NONE
- (d) NONE

2.2 NONE

2.3 NO

2.4 NO

2.5 NOT APPLICABLE

3.1 NO

3.2 NO

3.3 NO

3.4(a) NO (d) NO

(b) NO (e) NO

(c) NO (f) NO

3.5(a) NO (b) NO

3.6 (a) NO

(b) NO

(c) NO

(d) NO

(e) NO

(f) NO

(g) NO

(h) NO

(i) NO

(j) NO

(k) NO

(l) NO

3.7 NO

3.8 NO

3.9

(a) NO

(b) NO

(c) NO

(d) NO

(e) NO

(f) NO

(g) NO

(h) NO

(i) NO

(j) NO

(k) NO

(l) NO

(m) NO

(n) NO

3.10 NOT APPLICABLE

The Council does not have a Community Infrastructure Levy (CIL) and has no plans to introduce one in the next two years.

3.11 NO

3.12 NO

3.13 Where entries have been made onto the contaminated land register, details will be supplied. The register does not include details of all potential contaminated land in the borough and we recommend you undertake additional searches in relation to the property. You should also determine whether any contaminated land conditions attached to the decision notice of any relevant planning application have been appropriately discharged. Further guidance on contaminated land issues are available on the contaminated land page of the Council's website www.tameside.gov.uk

3.14 The property is not in a radon Affected Area, as less than 1% of homes are above the Action Level.

3.15 NO

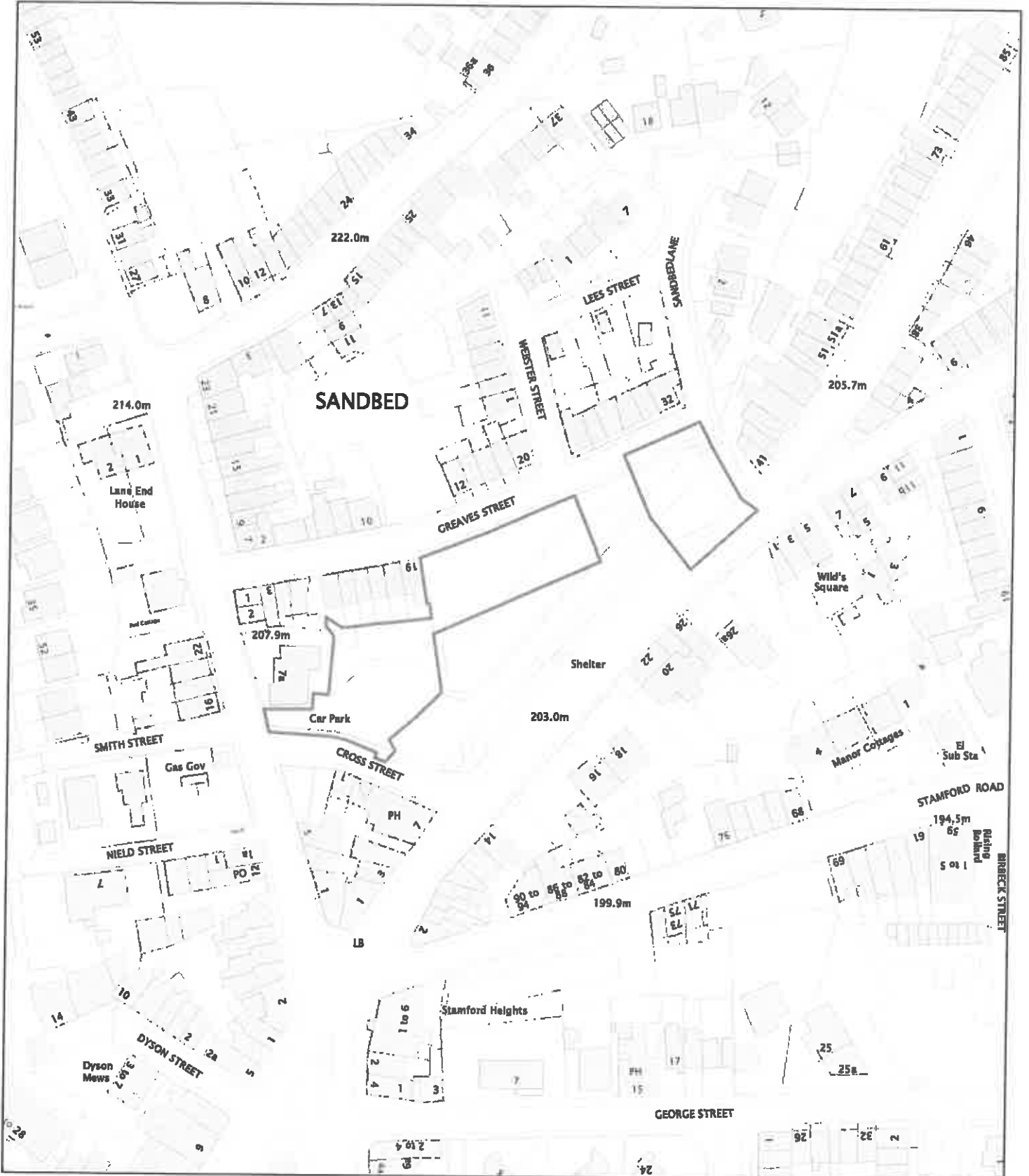
Land at Greaves Street & Cross Street Mossley

778

£ 56 N



Area: 2235 sq m



1:1,250

SD9702NW

Plan prepared by Bill Boden 20/7/2017

Tameside
Metropolitan Borough

Estates & Asset Management Unit
c/o Dukinfield Town Hall
King Street
Dukinfield
SK18 4LA

0 20 40 80 Meters

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Ordnance Survey 100022697

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Mossley Smoke Control Order No. 1

**TAMESIDE M B C
LOCAL LAND CHARGES REGISTER – PARTICULARS OF REGISTRATIONS**

SEARCH NO
DATE

Signed _____
Proper Officer

PART 1: GENERAL FINANCIAL CHARGES

Description of charge (including reference to appropriate statutory provision)

Description of charge (including reference to appropriate statutory provision)	Originating Authority	Date of Registration
	TAMESIDE M B C	

PART 2: SPECIFIC FINANCIAL CHARGES

Description of charge (including reference to appropriate statutory provision)

Description of charge (including reference to appropriate statutory provision)	Originating Authority	Amount originally secured and rate of interest (if any) payable	Date of last payment and balance of charge then outstanding	Place where relevant documents may be inspected	Date of Registration
	TAMESIDE M B C			COUNCIL OFFICES WELLINGTON ROAD ASHTON-UNDER-LYNE	

PART 4: MISCELLANEOUS CHARGES

Description of charge (including reference to appropriate statutory provision)

Description of charge (including reference to appropriate statutory provision)	Originating Authority	Place where relevant documents may be inspected	Date of Registration
The Mossley Smoke Control Order No. 1 (1961) made under Section 11 of the Clean Air Act 1956. Operative Date 1.7.1962.	TAMESIDE M B C	COUNCIL OFFICES WELLINGTON ROAD ASHTON-UNDER-LYNE	20.9.1961

Commercial Property Standard Enquiries

CPSE.1 (version 3.5) General pre-contract enquiries for all property transactions

Conditions

This document may be used free of charge subject to the Conditions set out in *GN/CPSE (version 3.2) Guidance notes on the Commercial Property Standard Enquiries (www.practicallaw.com/8-616-6047)*.

Particulars

Seller: Tameside Metropolitan Borough Council

Buyer:

Property: Land at Greaves Street & Cross Street, Mossley

Development (if appropriate):

Transaction:

Seller's Solicitors: Tameside Metropolitan Borough Council

Buyer's solicitors:

Date: 25 April 2017

Interpretation

1. In interpreting these enquiries, the terms set out in the Particulars have the meanings given to them in the Particulars and the following interpretation also applies:

- **Buyer:** includes tenant and prospective tenant.
- **Conduits:** means the pipes, wires and cables through which utilities and other services are carried.
- **Property:** includes any part of it and all buildings and other structures on it.

- **Seller:** includes landlord and prospective landlord.
2. The replies to the enquiries will be given by the Seller and addressed to the Buyer. Unless otherwise agreed in writing, only the Buyer and those acting for it may rely on them.
 - References in these enquiries to "**you**" mean the Seller and to "**we**" and "**us**" mean the Buyer.
 - In replies to the enquiries, references to "**you**" will be taken to mean the Buyer and to "**we**" and "**us**" will be taken to mean the Seller.
 3. The replies are given without liability on the part of the Seller's solicitors, its members or employees.
 4. The Buyer acknowledges that even though the Seller will be giving replies to the enquiries, the Buyer should still inspect the Property, have the Property surveyed, investigate title and make all appropriate searches and enquiries of third parties.
 5. In replying to each of these enquiries and any supplemental enquiries, the Seller acknowledges that it is required to provide the Buyer with copies of all documents and correspondence and to supply all details relevant to the replies, whether or not specifically requested to do so.
 6. The Seller confirms that pending exchange of contracts or, where there is no prior contract, pending completion of the Transaction, it will notify the Buyer on becoming aware of anything which may cause any reply that it has given to these or any supplemental enquiries to be incorrect.

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ENQUIRIES

1. BOUNDARIES AND EXTENT

1.1 In respect of all walls, fences, ditches, hedges or other features (**Boundary Features**) that form the physical boundaries of the Property:

- (a) are you aware of any discrepancies between the boundaries shown on or referred to in the title deeds and the Boundary Features; and
- (b) have any alterations been made to the position of any Boundary Features during your ownership or, to your knowledge, earlier?

Not known. The site boundaries are extensive and irregular in shape and not in clear view. Purchaser should make their own enquiries and surveys to satisfy themselves that the physical boundaries match up with the sellers ownership plan. There is no marked boundary along the line of the shared boundary with the land not in the ownership of the Council running in between the two parcels of land to be sold.

1.2 To whom do the Boundary Features belong if they do not lie wholly within the Property?

Not known.

1.3 In relation to each of the Boundary Features:

- (a) have you maintained it or regarded it as your responsibility;
- (b) has someone else maintained it or regarded it as their responsibility; or
- (c) have you treated it as a party structure or jointly repaired or maintained it with someone else?

Not known.

1.4 Please supply a copy of any agreement for the maintenance of any of the Boundary Features.

N/A

1.5 Please supply a plan showing any parts of the Property that are situated beneath or above adjoining premises, roads or footpaths and supply copies of any relevant licences for projections.

The Councils ownership extends in parts across adjoining highways.

1.6 Are there any adjoining or nearby premises or land which you use or occupy in connection with the Property?

No

1.7 If the answer to enquiry 1.6 is "yes", please:

- (a) provide a plan showing the area occupied;
- (b) provide evidence of the basis of such occupation; and
- (c) state when such occupation commenced.

N/A

2. PARTY WALLS

In respect of any party structures which form part of the Property and also in respect of any works of the kind which require notices to be served under the Party Wall etc. Act 1996 (**1996 Act**) please:

- (a) confirm that there have been no breaches of the 1996 Act or any earlier legislation governing party structures;
- (b) supply copies of any notices, counternotices, awards and agreements relating to party structures, whether made under the 1996 Act or otherwise; and
- (c) confirm that there have been no breaches of any of the terms, notices, counternotices, awards or agreements.

The seller has no information.

3. RIGHTS BENEFITING THE PROPERTY

3.1 Unless apparent from the copy documents supplied, are there any covenants, agreements, rights or informal arrangements of any kind (including any which you may be in the course of acquiring) which benefit the Property (**Rights**)?

Not to the seller's knowledge.

3.2 In respect of any Rights benefiting the Property, and unless apparent from the copy documents supplied, please:

- (a) if the Right is formally documented, show title and supply copies of all relevant documents, plans and consents;
- (b) if the Right is not formally documented, supply evidence as to entitlement together with a plan showing the area over which the Right is exercised;
- (c) state to what extent any Rights are exercised, whether they are shared and if so by whom;
- (d) state whether they can be terminated and, if so, by whom;
- (e) state who owns and/or occupies the land over which any Rights are exercisable;
- (f) give details of the maintenance (including costs) of any land, Conduits or equipment used in connection with any Rights;
- (g) give details of any interference with any Rights, whether past, current or threatened; and
- (h) confirm that all terms and conditions relating to the exercise of any Rights have been complied with or, if they have not, give details.

Buyer to make own enquiries

3.3 Have you (or, to your knowledge, has any predecessor in title):

- (a) registered against any other titles at the Land Registry any unilateral notices to protect the priority of any of the Rights revealed in response to enquiry 3.1; or
- (b) registered any cautions against first registration in respect of any of the Rights revealed in response to enquiry 3.1?

No.

4. ADVERSE RIGHTS AFFECTING THE PROPERTY

4.1 Unless apparent from the copy documents supplied, are there any covenants, restrictions, agreements, rights or informal arrangements of any kind to which the Property is subject (whether public or private and whether existing or in the course of acquisition) (**Adverse Rights**)?

None known but part of the site has and continues to be used as a free car park for a period unknown. There is also a footpath over the easterly portion of land which has been and continues to be used as a footpath for a period unknown.

4.2 In respect of any Adverse Rights to which the Property is subject, and unless apparent from the copy documents supplied, please:

- (a) give full details and supply copies of all relevant documents, plans and consents;
- (b) state to what extent any Adverse Rights have been exercised;
- (c) state who has the benefit of any Adverse Rights;
- (d) state whether any Adverse Rights can be terminated and, if so, by whom;
- (e) give details of the maintenance (including costs) of any land, Conduits or equipment used in connection with any Adverse Rights; and
- (f) confirm that all terms and conditions relating to the exercise of any Adverse Rights have been complied with or, if they have not, give details.

Please refer to the answer to Q 4.1.

4.3 Unless apparent from the copy documents supplied, does any person use any part of the Property with or without your permission?

Please refer to the answer to Q 4.1.

4.4 Have you, or to your knowledge has anyone else, applied to have any restrictive covenant affecting the Property modified or discharged?

No.

4.5 Unless full details appear from the copy documents already supplied, please supply details of any interests to which the Property is subject under Schedules 1, 3 or 12 to the Land Registration Act 2002.

N/A

4.6 For the purposes of Part I of the Countryside and Rights of Way Act 2000:

- (a) is the Property "access land" within the meaning of section 1(1) of that Act;
- (b) if the answer to 4.6(a) is "no", are you aware of anything that might result in the Property becoming "access land"; and
- (c) if the answer to enquiry 4.6(a) is "yes", are there any exclusions or restrictions in force under Chapter II of Part I of the Countryside and Rights of Way Act 2000?

N/A

- 4.7 Does the Property, or any property over which Rights are enjoyed, include any land that is currently used or has in the past ten years been used by members of the public for recreational purposes, whether with or without your permission?

Please see answer to Q1.3 & 4.1.

5. TITLE POLICIES

- 5.1 Has anyone obtained or been refused insurance cover in respect of any defect in title to the Property, including any restrictive covenant or any lost title deed?

Not to the sellers knowledge.

- 5.2 If insurance cover has been obtained, please:

- (a) supply copies of all policy documents including the proposal form;
- (b) confirm that the conditions of all such policies have been complied with; and
- (c) give details of any claims made and supply copies of all relevant correspondence and documents.

N/A

- 5.3 If insurance cover has been refused, please give details and supply copies of all relevant correspondence and documents.

N/A

6. ACCESS TO NEIGHBOURING LAND

- 6.1 Has the owner or occupier of any neighbouring premises ever requested or been allowed or been refused access to the Property to carry out repairs, alterations or other works to any neighbouring premises or the Conduits serving them? If so, please give details, including copies of any access orders granted under the Access to Neighbouring Land Act 1992 (**1992 Act**).

Not known.

- 6.2 Have you or, to your knowledge, has any previous owner or occupier of the Property ever requested or been allowed or been refused access to neighbouring premises to carry out repairs, alterations or other works to the Property or the Conduits serving it?

If so, please give details, including copies of any access orders granted under the 1992 Act.

Not known.

7. ACCESS TO AND FROM THE PROPERTY

7.1 Does the boundary of the Property (or, if applicable, the Development) immediately adjoin a highway maintainable at public expense at, and for the full width of, each point of access?

The buyer should rely on their own enquiries.

7.2 Are there any barriers to access to the Property that are controlled by a third party? If so, please give details.

Not to the seller's knowledge.

8. PHYSICAL CONDITION

8.1 If the Property has been affected by any of the following, please supply details:

- (a) structural or inherent defects;
- (b) subsidence, settlement, landslip or heave;
- (c) defective Conduits, fixtures, plant or equipment;
- (d) rising damp, rot, any fungal or other infection or any infestation; or
- (e) flooding.

The seller has no information and the buyer should rely on their own inspection and survey.

8.2 Is the Seller aware of any Green Deal Plan affecting the Property (whether entered into by the Seller, any predecessor in title, or any previous or current tenant or occupier)? If yes, please supply a copy of the relevant documentation.

N/A

8.3 Has asbestos been used in the present structures forming part of the Property or of any premises of which the Property forms part, including Conduits, fixtures, plant and equipment?

N/A

8.4 Please supply a copy of the most recent survey or assessment carried out in relation to the Property (whether by the Seller or by any other person) for the purposes of complying with regulation 4 of the Control of Asbestos Regulations 2012 (or any previous Control of Asbestos Regulations) or advise us when and where it can be inspected.

N/A

8.5 Please supply a copy of the written plan and any other records prepared for managing asbestos in the Property or in any premises of which the Property forms part, or advise us when and where they can be inspected.

N/A

8.6 Has any substance (other than asbestos) known or suspected to be unsuitable for its purpose, unstable or hazardous, been used in the present structures forming part of the Property, including Conduits, fixtures, plant and equipment?

N/A

8.7 Has any asbestos, or any other substance known or suspected to be unsuitable for its purpose, unstable or hazardous, been removed from the Property in the past?

N/A

8.8 Please identify:

- (a) any buildings
- (b) any extensions or major alterations to existing buildings, and
- (c) any other major engineering works

which have been erected, made or carried out at the Property within the last 12 years.

None.

8.9 In respect of anything identified in reply to enquiry 8.8, please supply copies of any subsisting guarantees, warranties and insurance policies.

N/A

8.10 In respect of all Conduits, fixtures, plant or equipment which will remain part of the Property or which will serve the Property after completion of the Transaction:

- (a) please confirm that they have been regularly tested and maintained;
- (b) please confirm that, so far as you are aware, there are no items requiring significant expenditure within the next three years;
- (c) please supply a copy of the most recent maintenance report relating to each of them;
- (d) please supply copies of any subsisting guarantees, warranties and insurance policies.

N/A

8.11 In relation to the guarantees, warranties and insurance policies identified in reply to enquiries 8.9 and 8.10, please confirm that:

- (a) all the terms have been complied with;
- (b) there have been no claims made under any of them, whether or not those claims are current or have been settled; and
- (c) there are no apparent defects in respect of which a claim might arise under them.

N/A

9. CONTENTS

9.1 Please list any items which are currently attached to the structure of the Property in some way (e.g. wired, plumbed, bolted) and which you propose removing from the Property prior to completion of the Transaction.

N/A

9.2 Please list any items (other than those belonging to an occupational tenant) that are not attached to the structure of the Property, and which you propose leaving at the Property after completion of the Transaction.

N/A

9.3 In respect of each item listed in reply to enquiry 9.2, please:

- (a) confirm that the item is included in the purchase price agreed for the Transaction;
- (b) confirm that the item belongs to you free from any claim by any other party; and

- (c) supply copies of any subsisting certificates, guarantees and warranties relating to it.

N/A

9.4 Please list any item that will remain at the Property after completion but which belongs to any third party other than an occupational tenant (e.g. meters).

N/A

10. UTILITIES AND SERVICES

10.1 Please provide

- (a) details of the utilities and other services connected to or serving the Property;
- (b) the name and contact details of the individual within the Seller who deals with energy supplies in relation to the Property; and
- (c) confirmation that we may make contact with the person referred to in (b) above in order to obtain information about the implementation of the Carbon Reduction Commitment Energy Efficiency Scheme in relation to the Property.

N/A

10.2 In respect of each utility or service listed in reply to enquiry 10.1(a), please state:

- (a) whether the connection is direct to a mains supply;
- (b) whether the connection is metered and if so whether the meter is on the Property and relates only to your use in relation to the Property;
- (c) who makes the supply; and
- (d) whether the Conduits run directly from a highway maintainable at public expense to the Property without passing through, under or over any other land.

N/A

10.3 In the case of the electricity supply to the Property, is any meter a half hourly meter settled on the half-hourly market?

N/A

10.4 Has a notification been submitted in relation to the Property pursuant to regulation 3 of the Heat Network (Metering and Billing) Regulations 2014? If so, please supply a copy.

N/A

10.5 Please provide details of any supply contracts and any other relevant documents.

N/A

10.6 Please provide details of any contracts for the supply of services carried out at the Property (e.g. security or cleaning).

N/A

11. FIRE SAFETY AND MEANS OF ESCAPE

*In this enquiry, **Fire Safety Order 2005** means the Regulatory Reform (Fire Safety) Order 2005 and any regulations made under it.*

11.1 Please advise us where we may inspect any records in relation to the Property, made for the purposes of complying with the Fire Safety Order 2005, including any records of findings following a fire risk assessment of the Property.

N/A

11.2 Please advise us where we may inspect any records in relation to any premises within any building of which the Property comprises part, made for the purposes of complying with the Fire Safety Order 2005, including any records of findings following a fire risk assessment of any such premises.

N/A

11.3 Please provide details of any steps taken in relation to the Property to co-operate with any other people and to co-ordinate measures to comply with the Fire Safety Order 2005.

N/A

11.4 What are the current means of escape from the Property in case of emergency?

N/A

11.5 If any current means of emergency escape from the Property passes over any land other than the Property or a public highway please:

- (a) provide copies of any agreements that authorise such use;
- (b) confirm that all conditions in any such agreements have been complied with; and
- (c) provide details of anything that has occurred that may lead to any agreement for means of escape being revoked, terminated or not renewed.

N/A

12. PLANNING AND BUILDING REGULATIONS

12.1 Please supply a copy of any planning permission, approval of reserved matters, building regulations approval, building regulations completion certificate, self-certification, listed building consent and conservation area consent which relates to the Property, and of any consent for the display of advertisements at or from the Property (each a **Consent**).

Not aware of any such permissions etc.

12.2 In respect of any Consents disclosed, please identify:

- (a) those which have been implemented and if so, indicate whether fully or partially;
- (b) those which authorise existing uses and buildings; and
- (c) those which have not yet been implemented but are still capable of implementation.

N/A

12.3 Please supply a copy of any of the following certificates (each a **Certificate**) which relate to the Property:

- (a) established use certificate;
- (b) certificate of lawfulness of existing use or development; and
- (c) certificate of lawfulness of proposed use or development.

N/A

12.4 How are the existing buildings on the Property authorised if not by a Consent or a Certificate?

N/A

12.5 How is the existing use of the Property authorised if not by a Consent or a Certificate?

N/A

12.6 What is the existing use of the Property, when did it start and has it been continuous since? If there is more than one existing use please specify each use and indicate which are main and which are ancillary, and when each use started.

Purchaser to make own enquiries.

12.7 Where the Property is not listed under the Planning (Listed Buildings and Conservation Areas) Act 1990, please provide details of any building works, demolition, mining or other engineering works that have taken place at the Property within the past ten years and confirm that all necessary Consents were obtained for them.

N/A

12.8 Where the Property is listed under the Planning (Listed Buildings and Conservation Areas) Act 1990, please provide:

- (a) a copy of the listing particulars where available; and
- (b) details of any alterations, extensions, other building works, demolition, mining or other engineering works that have taken place at the Property since the date when the Property was listed, and confirm that all necessary Consents were obtained for them.

N/A

12.9 Have there been any actual or alleged breaches of the conditions and limitations and other terms in any Consents or Certificates?

N/A

12.10 Is any Consent or Certificate the subject of a challenge in the courts either by way of judicial review or statutory proceedings? If not, is a challenge expected?

N/A

12.11 Please provide details of any application for a Consent or a Certificate which:

- (a) has been made but not yet decided;
- (b) has been refused or withdrawn; or
- (c) is the subject of an outstanding appeal.

N/A

12.12 If there is any existing outline planning permission relating to the Property or other planning permission with conditions which need to be satisfied in order for development to proceed, what has been done to obtain approval of reserved matters and/or satisfaction of those conditions?

Not to the sellers knowledge.

12.13 Please supply a copy of any letters or notices under planning legislation which have been given or received in relation to the Property.

N/A

12.14 Please confirm that you are not aware of any circumstances by reason of which a planning enforcement order might be made as a result of an apparent breach of planning control that has been deliberately concealed by you or (to your knowledge) any other person.

N/A

12.15 Have you notice of any matter, fact or thing that would lead you to believe that the Property or any part of it is to be listed in the local authority's list of assets of community value?

No.

13. STATUTORY AGREEMENTS AND INFRASTRUCTURE

13.1 In relation to any agreements affecting the Property that have been entered into with any planning, highway or other public authority or utilities provider:

- (a) please supply details;
- (b) confirm that there are no breaches of any of their terms; and
- (c) confirm that there are no outstanding obligations under them.

N/A

13.2 Are you required to enter into any agreement or obligation with any planning, highway or other public authority or utilities provider?

N/A

13.3 Are there any proposals relating to planning, compulsory purchase powers, infrastructure (including parking, public transport schemes, road schemes and traffic regulation) or environmental health which, if implemented, would affect the continued use of the Property for its present purposes?

Not to the sellers knowledge.

13.4 Is there anything affecting the Property that is capable of being registered on the local land charges register but that is not registered?

Not to the sellers knowledge.

13.5 Please confirm that the Property is not subject to any charge or notice remaining to be complied with.

Confirmed as far as the seller is aware. Purchaser to make own enquiries.

13.6 Please supply details of any grant made or claimed in respect of the Property, including any circumstances in which any grant may have to be repaid.

N/A

13.7 Please supply details of any compensation paid or claimed in respect of the Property under any planning legislation or following the exercise of compulsory purchase powers.

The seller has no information.

14. STATUTORY AND OTHER REQUIREMENTS

14.1 Are you aware of any breach of, alleged breach of or any claim under any statutory requirements or byelaws affecting the Property, its current use, the storage of any substance in it or the use of any fixtures, machinery or chattels in it?

Not to the sellers knowledge.

- 14.2 Please give details of any notices that require works to be carried out to the Property under any statute, covenant, agreement or otherwise and state to what extent these notices have been complied with.

N/A

- 14.3 Other than any already supplied, please provide details of any licences or consents required to authorise any activities currently carried out at the Property, including any required under local legislation (e.g. London Building Act).

N/A

- 14.4 Are you aware, in relation to the Property, of any breach or alleged breach of the Construction (Design and Management) Regulations 1994, 2007 or 2015?

N/A

- 14.5 Has a Health and Safety file been prepared for the Property? If so, please:

- (a) confirm that it has been compiled and kept up to date in accordance with the Construction (Design and Management) Regulations 1994, 2007 or 2015 (as applicable);
- (b) advise when and where it can be inspected; and
- (c) confirm that the original will be handed over on completion.

N/A

- 14.6 Have you supplied a valid Energy Performance Certificate (EPC) for the Property, or a copy of it, in relation to the Transaction and, if so, to whom?

N/A

- 14.7 If you have not supplied a valid EPC for the Property, please:

- (a) tell us where a valid EPC for the Property can be inspected; or
- (b) explain why no EPC is needed.

N/A

14.8 If the Property contains any air-conditioning, please:

- (a) state when and where the latest inspection report for that air-conditioning system can be inspected; and
- (b) confirm that the original of that inspection report will be handed over on completion.

N/A

15. ENVIRONMENTAL

15.1 Please supply a copy of all environmental reports that have been prepared in relation to the Property or indicate where such reports may be inspected.

The buyer should rely on their own inspection and surveys.

15.2 Please supply:

- (a) a copy of all licences and authorisations given in relation to the Property under environmental law and confirm that the terms of all such licences and authorisations have been complied with; and
- (b) details of any licences and authorisations for which application has been made but that have not yet been given.

N/A

15.3 What (if any) authorisations are required under environmental law for activities currently carried out or processes occurring at the Property, including storage of materials, water abstraction, discharges to sewers or controlled waters, emissions to air and the management of waste?

N/A

15.4 Please give details (so far as the Seller is aware) of:

- (a) past and present uses of the Property and of activities carried out there; and
- (b) the existence of any hazardous substances or contaminative or potentially contaminative material in, on or under the Property, including asbestos or asbestos-containing materials, any known deposits of waste, existing or past storage areas for hazardous or radioactive substances, existing or former storage tanks (whether below or above ground) and any parts of the Property that are or were landfill.

The buyer should rely on their own enquiries.

- 15.5 Please provide full details of any notices, correspondence, legal proceedings, disputes or complaints under environmental law or otherwise relating to real or perceived environmental problems that affect the Property, or which have affected the Property within the last ten years, including any communications relating to the actual or possible presence of contamination at or near the Property.

N/A

- 15.6 Please provide full details of how any forms of waste or effluent from the Property (including surface water) are disposed of, including copies of any relevant consents, agreements and correspondence.

N/A

- 15.7 Please give details of any actual, alleged or potential breaches of environmental law or licences or authorisations and any other environmental problems (including actual or suspected contamination) relating to:

- (a) the Property; or
- (b) land in the vicinity of the Property that may adversely affect the Property, its use or enjoyment or give rise to any material liability or expenditure on the part of the owner or occupier of the Property.

N/A

- 15.8 Please provide copies of any insurance policies that specifically provide cover in relation to contamination or other environmental problems affecting the Property. If such insurance cover has at any time been applied for and refused, please provide full details.

N/A

16. OCCUPIERS AND EMPLOYEES

- 16.1 Please give the names of anyone in actual occupation of the Property or receiving income from it. Except where apparent from the title deeds, please explain what rights or interests they have in the Property.

None known.

16.2 Except where apparent from the title deeds or revealed in reply to enquiry 16.1, please state whether any person, apart from you, has or claims to have any right (actual or contingent) to use or occupy the Property or any right to possession of the Property or to any interest in it.

Not to the seller's knowledge.

16.3 If the Property is vacant, when did it become vacant?

Not known.

16.4 Is there anyone to whom the Transfer of Undertakings (Protection of Employment) Regulations 2006 will or might apply, who is:

- (a) employed at the Property by you; or
- (b) employed at the Property by someone other than you; or
- (c) is otherwise working at or is providing services at or to the Property?

N/A

16.5 In respect of each person identified in reply to enquiry 16.4, please provide copies of the current contract of employment, any other contractual documentation and (if applicable) any service occupancy agreement for resident employees.

N/A

17. INSURANCE

17.1 Have you experienced any difficulty in obtaining insurance cover (including cover for public liability and, where relevant, for loss of rent) for the Property at normal rates and subject only to normal exclusions and excesses?

N/A

17.2 Please give details of the claims history and any outstanding claims.

N/A

17.3 Is there any insurance benefiting the Property, other than buildings insurance and any policy disclosed in reply to enquiry 5.1 (defect in title) or 15.8 (environmental insurance)?

N/A

17.4 If an existing buildings insurance policy will remain in place after completion of the Transaction, or is to be relied on by the Buyer until completion, please supply a copy of the policy including the proposal form (if available) and schedule of insurance cover and (where not shown on the schedule) provide the following information:

- (a) the insurer's name and address;
- (b) the policy number;
- (c) the risks covered and the exclusions and the excesses payable;
- (d) the sums insured (showing separately, where applicable, the sums for buildings, plant and machinery, professionals' fees, loss of rent and public liability);
- (e) the name(s) of the insured(s) and of all other persons whose interests are (or will be) noted on the policy;
- (f) the current premium;
- (g) the next renewal date;
- (h) the name and address of the brokers; and
- (i) details of any separate terrorism insurance arrangements.

N/A

17.5 Please confirm that all premiums have been paid that are required to maintain the cover referred to in enquiry 17.4 up to the next renewal date following the date of the Seller's replies to these enquiries.

N/A

17.6 Please provide details of any circumstances that may make the policy referred to in the reply to enquiry 17.4 void or voidable.

N/A

18. RATES AND OTHER OUTGOINGS

18.1 What is the rateable value of the Property?

Purchaser to make own enquiries.

18.2 Please confirm that the Property is not assessed together with other premises or, if it is, please give details.

N/A

18.3 Please provide copies of any communications received in connection with:

- (a) the latest rating revaluation and any returns made; and
- (b) any proposal or pending appeal.

N/A

18.4 Please give details of:

- (a) any works carried out to, or any change of use of, the Property that may cause the rateable value to be revised; and
- (b) any application made for the rateable value to be revised.

N/A

18.5 In the current year what is payable in respect of the Property for:

- (a) uniform business rates; and
- (b) water rates, sewerage and drainage rates?

N/A

18.6 Have you made any claim for void period allowance or for exemption from liability for business rates? If so, please give details.

N/A

18.7 Is the Property the subject of transitional charging arrangements? If so, please give details.

N/A

18.8 Except where apparent from the title deeds, please give details of all outgoings (other than business, water, sewerage and drainage rates) payable by the owner or occupier of the Property, and confirm that all payments due to date have been made.

N/A

18.9 Is the Property situated within an area subject to a Business Improvement District (BID) arrangement?

N/A

18.10 If the Property is within an area subject to a BID arrangement, please provide the following:

- (a) the name and address of the BID body;
- (b) the amount of the levy payable in respect of the Property; and
- (c) details of any arrangements under which you may be liable to contribute to the funding of the BID even if you are not the rateable occupier.

N/A

18.11 If the Property is not within an area subject to a BID arrangement, are you aware of any proposal to create a BID that will include the Property?

N/A

19. NOTICES

19.1 Except where details have already been given elsewhere in replies to these enquiries, please supply copies of all notices and any subsequent correspondence that affect the Property or any neighbouring property and have been given or received by you or (to your knowledge) by any previous owner, tenant or occupier of the Property.

Not aware of any such notices.

19.2 Are you expecting to give or to receive any notice affecting the Property or any neighbouring property?

No.

20. DISPUTES

Except where details have already been given elsewhere in replies to these enquiries, please give details of any disputes, claims, actions, demands or complaints that are currently outstanding, likely or have arisen in the past and that:

- (a) relate to the Property or to any rights enjoyed with the Property or to which the Property is subject; or

- (b) affect the Property but relate to property near the Property or any rights enjoyed by such neighbouring property or to which such neighbouring property is subject.

The Council originally proposed to sell the land at Auction earlier in the year at which time it received a number of written and verbal representations from the public in opposition to the principal of selling the land. The Council withdrew the land from sale at the time whilst it considered whether the objections raised in relation to the proposed sale of the land outweighed the previously made decision to sell public open space in this location. The Council subsequently made an Executive decision on 21 August 2017 that the proposed sale should proceed. A copy of the Executive Decision is attached to the bundle.

21. COMMUNITY INFRASTRUCTURE LEVY (CIL)

- 21.1 Has any planning permission (including any permission under section 73 of the Town and Country Planning Act 1990) relating to the Property been granted that is subject to the Community Infrastructure Levy ("CIL")?

N/A

- 21.2 Has any other CIL liability been incurred in respect of the Property relating to development authorised by permitted development rights or any other "general consent" (as defined in Regulation 5 of the CIL Regulations 2010)?

N/A

- 21.3 Are you aware of any existing or future CIL liability relating to the Property?

N/A

- 21.4 Has any notice or correspondence relating to any existing or future CIL liability in respect of the Property (including in relation to any payments of CIL in kind) been sent, lodged or received? If so, please supply a copy of all such notices and correspondence.

N/A

- 21.5 Have you lodged or received notice of any undetermined planning applications (including any planning appeals) relating to the Property or are you aware of any such applications?

N/A

21.6 If any CIL liability has been, or is to be, incurred, relating to the Property, has any notice been served under the CIL legislation assuming liability for the CIL or is there any legal obligation on anyone to do so?

N/A

21.7 Where someone has assumed liability for any CIL, or is under an obligation to assume liability for any existing or future CIL, relating to the Property, what protection is in place

- (a) to prevent that person withdrawing their assumption of liability?
- (b) to prevent that person transferring their assumption of liability without the consent of the Buyer, following completion of the Transaction?
- (c) to protect the Buyer from default liability if the person who has assumed liability defaults and the collecting authority seeks or requires payment of the whole or any part of the CIL from the Buyer?

N/A

21.8 If any CIL liability has been, or is to be, incurred, relating to the Property, have any of the buildings forming part of the Property been in lawful use for a continuous period of six months within the period of three years before planning permission first permitted the chargeable development? If so, please specify which buildings or part(s) of such buildings have been in lawful use.

N/A

21.9 If any CIL liability has been, or is to be, incurred relating to the Property, is there any proposal to demolish any of the buildings forming part of the Property, or have any buildings that once formed part of the Property been demolished since the grant of a planning permission that is subject to CIL? If so, please provide details.

N/A

21.10 In relation to any CIL liability that has been, or is to be, incurred relating to the Property, are you aware that any relief has been claimed? If so, please provide full details including the date when the chargeable development in connection with which the relief was claimed was commenced.

N/A

22. COMMONHOLD

22.1 Does the Property include any land that is the subject of any application, or any proposed application, to the Land Registry for registration of a freehold estate in commonhold?

No

22.2 Have you consented or been asked to consent to the establishment of a freehold estate in commonhold that would include the Property or any part of the Property?

N/A

23. STAMP DUTY LAND TAX (SDLT) ON ASSIGNMENT OF A LEASE

*In this enquiry, **Lease** has the same meaning as in CPSE.4 ("the lease under which the Property is held and which is to be assigned by the Seller to the Buyer").*

23.1 If the grant of the Lease or any event since the grant of the Lease was a land transaction for SDLT purposes,

- (a) what was the date of the grant of the lease (or later transaction) for SDLT purposes?
- (b) was the transaction notifiable?
- (c) if the transaction was notifiable, please provide a copy of each land transaction return made to HMRC and copy of each certificate issued by HMRC certifying that the transaction was notified to them;
- (d) if the transaction was not notifiable, please specify why it was not and provide a copy of any self-certification certificate made on the grant of the lease (or later transaction) or otherwise certify the effective date of the grant of the lease.

N/A

23.2 Is there a potential or outstanding obligation to make an additional land transaction return to HMRC as a result of any of the following occurring during the first five years from the date given in the answer to enquiry 23.1(a):

- (a) the settlement or determination of any rent reviews or any other provision for varying the rent; or
- (b) the settlement or determination of any contingent, uncertain or unascertained rents?

If there is, please provide a full schedule of the rents payable and paid in each quarter since the date given in the answer to enquiry 23.1(a).

N/A

23.3 If there are any rent reviews during the remainder of the term of the Lease,

- (a) what is the highest rent on which SDLT has already been paid?
- (b) when did that rent first become payable?

N/A

23.4 If a premium was paid for the grant of the lease or any assignment of the lease to you

- (a) was the whole or any part of that premium contingent, uncertain or unascertained;
- (b) if it was, does the whole or any part of that premium remain contingent, uncertain or unascertained; and
- (c) have you made any application to HMRC to defer payment of SDLT on that contingent, uncertain or unascertained consideration?

N/A

23.5 Were any SDLT reliefs claimed on the grant of the Lease and, if applicable, on the assignment of the Lease to you, that would result in the assignment of the Lease by you being deemed to be the grant of a new Lease?

N/A

24. DEFERRED PAYMENT OF SDLT

If you have made any application to defer the payment of SDLT on any contingent, uncertain or unascertained consideration and you are seeking an indemnity from the buyer in respect of the deferred payment:

- (a) please provide a copy of the original land transaction return made to HMRC and a copy of the certificate issued by HMRC certifying that the transaction was notified to them;
- (b) please provide a copy of all correspondence with HMRC regarding the application to defer the payment of SDLT;
- (c) what is the amount of SDLT on which payment has been deferred;
- (d) when does the period of deferral end; and

- (e) has any event occurred that quantifies the amount of the contingent, uncertain or unascertained consideration that would impose an obligation on you to make a further land transaction return to HMRC?

N/A

25. VALUE ADDED TAX (VAT) REGISTRATION INFORMATION

- 25.1 Are you registered for VAT?

N/A

- 25.2 If so, please provide details of your VAT registration number.

N/A

- 25.3 If you are registered as part of a VAT group, please provide the name of the representative member.

N/A

26. TRANSFER OF A BUSINESS AS A GOING CONCERN (TOGC)

- 26.1 Do you expect the Transaction to be treated as a TOGC and so to be outside the scope of VAT?

If you answered no, please go to enquiry 27 below; otherwise please answer enquiries 26.2–26.5 below.

No

- 26.2 Why do you think TOGC treatment will apply?

N/A

- 26.3 Are there any factors (other than those solely within our control) that may affect the availability of this treatment?

N/A

- 26.4 Is the Transaction partly within and partly outside the scope of VAT (being a TOGC)? If so, how do you propose to apportion the price between the two elements?

N/A

26.5 Is the Property a Capital Goods Scheme item? If so, and if the period of adjustment has not yet expired, please supply the following:

- (a) the start date of the adjustment period and of any intervals that have started or will start before completion of the Transaction;
- (b) the original deductible percentage;
- (c) the total input tax attributable to the Property (whether or not recoverable) that is subject to adjustment in accordance with the Capital Goods Scheme and the amount of that input tax that has been recovered by you, or by anyone previously responsible for making adjustments during the current period of adjustment; and
- (d) details of any adjustment of the input tax recovered in relation to the Property by you or anyone previously responsible for making adjustments.

N/A

27. OTHER VAT TREATMENT

If and to the extent that the Transaction may not be a TOGC (however unlikely this may be) or TOGC status is not available, will the Transaction (or any part of it) be treated for VAT purposes as:

- (a) standard-rated (*if yes, please go to enquiry 28 below*);
- (b) exempt (*if yes, please go to enquiry 29 below*);
- (c) zero-rated (*if yes, please go to enquiry 30 below*); or
- (d) outside the scope of VAT (other than by reason of being a TOGC)? (*if yes, please go to enquiry 31 below*).

Exempt.

28. STANDARD-RATED SUPPLIES

28.1 Why do you think that the Transaction (or any part of it) is standard-rated?

N/A

28.2 If the Transaction (or any part of it) is compulsorily standard-rated (as the freehold sale of a new or uncompleted building or civil engineering work), please state:

- (a) the date of the certificate of practical completion of the Property (or each relevant part);
- (b) if different, the date on which it was first fully occupied; and
- (c) whether the Property (or any part of it) is not yet completed.

N/A

28.3 Have you (or a relevant associate within the meaning of paragraph 3 of Schedule 10 to the Value Added Tax Act 1994) exercised a valid option to tax (within the meaning of Schedule 10 to the Value Added Tax Act 1994) that applies to the Property? If so, please:

- (a) supply a copy of the option to tax and the notice of the option given to HMRC and any notices and correspondence received from HMRC in relation to the option;
- (b) supply a copy of any permission required from HMRC for the option or, where relevant, details of any automatic permission relied upon, and provide confirmation that any conditions for such permission have been satisfied; and
- (c) confirm that the option applies to the whole of the Property and has not been and cannot be disapplied or rendered ineffective for any reason and cannot and will not be revoked.

N/A

28.4 Where the Transaction is the assignment of a lease, has the landlord (or a relevant associate within the meaning of paragraph 3 of Schedule 10 to the Value Added Tax Act 1994) exercised a valid option to tax (within the meaning of Schedule 10 to the Value Added Tax Act 1994) that applies to the Lease?

N/A

29. EXEMPT SUPPLIES

29.1 Why do you think the Transaction (or any part of it) will be exempt?

N/A

29.2 Does the Transaction involve both standard-rated and exempt supplies? If so, how do you propose to apportion the price between the two elements?

No.

30. ZERO-RATED SUPPLIES

30.1 Why do you think that the Transaction (or any part of it) is zero-rated?

N/A

30.2 Does the Transaction involve both standard-rated and zero-rated supplies? If so, how do you propose to apportion the price between the two elements?

N/A

31. TRANSACTIONS OUTSIDE THE SCOPE OF VAT (OTHER THAN TOGCs)

31.1 Why do you think that the Transaction (or any part of it) is outside the scope of VAT?

N/A

31.2 Is the Transaction partly within and partly outside the scope of VAT (other than by reason of being a TOGC)? If so, how do you propose to apportion the price between the two elements?

N/A

32. CAPITAL ALLOWANCES

NOTE: In this enquiry 32 "**plant and machinery fixtures**" means plant and machinery fixtures at the Property

32.1 Do you hold the Property on capital account as an investor/ owner-occupier, or on revenue account as a developer/ property trader as part of your trading stock? Please specify which.

N/A

32.2 Have you claimed capital allowances on plant or machinery fixtures or allocated any expenditure on such fixtures to a capital allowances pool? If so, please answer the supplementary questions in enquiry 32.9 in respect of that expenditure.

N/A

32.3 If you have not pooled any expenditure on plant or machinery fixtures:

- (a) will you do so if the Buyer asks you to?
- (b) if so, by when?
- (c) if not, why not?

N/A

32.4 If you bought the Property and cannot pool any expenditure on plant and machinery fixtures:

- (a) please provide the name and contact details of everyone who has owned the Property since April 2014;
- (b) please provide evidence that the most recent previous owner who was entitled to claim allowances pooled any expenditure on plant and machinery fixtures? Please answer the supplementary questions in enquiry 32.9 in respect of that previous owner's expenditure.

N/A

32.5 Please provide details of any plant and machinery fixtures which were paid for by a tenant, including any contributions made by you towards their cost.

N/A

32.6 Please provide details of any plant and machinery fixtures which are leased to you by an equipment lessor.

N/A

32.7 If the transaction is the grant of a new lease at a premium, and you are entitled to do so and the Buyer asks you to, will you enter into a Capital Allowances Act 2001 section 183 election for the Buyer to be treated as the owner of the plant and machinery fixtures for capital allowances purposes?

N/A

32.8 Please provide details of any expenditure on plant and machinery that you have treated as long-life assets, or any expenditure upon which you have claimed another type of capital allowances (for example, industrial buildings allowances, research and development allowances, business premises renovation allowances and so on).

N/A

Supplementary enquiries

32.9 For each plant and machinery fixture for which a claim has been made or expenditure has been pooled, please:

- (a) provide a description of that fixture;
- (b) state when that fixture was acquired;
- (c) state whether that fixture was installed by you, or already installed by a previous owner (please specify which);
- (d) state the amount of expenditure pooled in respect of that fixture; and
- (e) (where enquiry 32.2 applies) confirm that you will enter into a Capital Allowances Act 2001 section 198 election in that amount (or other appropriate amount, to be agreed) if asked to do so by the Buyer.

OR

- (f) (where enquiry 32.4 applies) confirm whether the most recent previous owner who was entitled to claim allowances entered into a Capital Allowances Act 2001 section 198 election and, if so, in what amount.

N/A


32.10 Please provide the name and contact details of your capital allowances adviser. Please confirm that we may make contact with him/her in order to obtain information about the matters dealt with in this enquiry 32.

N/A

D. SECTION 4

EXECUTIVE DECISION NOTICE

SERVICE AREA:	PLACE DIRECTORATE
SUBJECT MATTER:	CONSIDERATION OF OBJECTIONS FOR SALE OF COUNCIL LAND IN MOSSLEY GREAVES STREET & CROSS STREET, MOSSLEY SPRING STREET, MOSSLEY CARRHILL ROAD & STOCKPORT ROAD, MOSSLEY
DECISION:	Having given consideration to all the objections received, it is DETERMINED that: <ul style="list-style-type: none"> 1) the proposed sale of land at Mossley as outlined in the report should proceed and the land be made available for sale at public auction. 2) Given the extensive objections and period allowed for receipt of the same, in the interests of expediency, no further objections on the same or materially similar grounds in relation to this land will be considered. 3) The Executive Director of Place ensures that all individual objectors together with the organiser of the petition and including the three Ward Members are personally contacted to provide them with a copy of this decision within 5 working days by way of response to their objection and/or complaint regarding the process. In relation to the petition, only the Petition Organiser to be so contacted as there is an expectation that they will co-ordinate dissemination of the same.
DECISION TAKER(S):	Councillor John Taylor Councillor Jim Fitzpatrick
DESIGNATION OF DECISION TAKER (S):	Deputy Executive Leader First Deputy (Finance and Performance)
DATE OF DECISION:	21 August 2017
REASON FOR DECISION:	To decide whether objections raised in relation to Land at Greaves Street & Cross Street, Mossley Land at Spring Street, Mossley Land at Carrhill Road & Stockport Road, Mossley outweigh the previously made decision to sell public open space at that location.
ALTERNATIVE REJECTED (if any): OPTIONS	The Council could decide not to sell the land however this would be in conflict with the general agreed policy to sell all land and buildings to avoid/reduce the need for reductions to front line services, where there is no

	<p>business case or exceptional reason to retain. In the circumstances the objections do not appear to provide an overriding reason why the Council should retain this piece of land and continue to have occupiers liability and responsibility to maintain and insure.</p> <p>Whilst it is accepted that this land has been conveniently used on a frequent basis by a variety of people for different activities, given its proximity to other excellent amenities which can be and indeed are used in this way, it is not accepted that local residents will be disadvantaged by the Council no longer maintaining the land, nor is it accepted that the Council should be obliged to maintain and resource that land in the light of continuing and competing budgetary pressures.</p> <p>Accordingly, therefore, for the reasons set out in this report it is not considered that any of the objections submitted, and summarised herein, are sufficiently material when balanced against the competing fiduciary interests of the wider community to warrant the continuation of the Council holding the land as trustee.</p>
CONSULTEES:	<ul style="list-style-type: none"> • The public through advertisement of the sale of the land via statutory notices and on the website • Ward Councillors
FINANCIAL IMPLICATIONS: (Authorised by Section 151 Officer)	<p>Not to sell will mean the capital receipt expected to be realised through the sale will not be made.</p> <p>If the decision to sell is not made rationally and reasonably there is a potential for cost of legal challenge or successful complaint to the Local Government Ombudsman to be borne by the Council.</p>
LEGAL IMPLICATIONS: (Authorised by Borough Solicitor)	<p>The Council when selling public open space over which it is trustee must act in accordance with s 123 of the Local Government Act 1972 and advertise the sale for two consecutive weeks in a local newspaper, considering any objections before proceeding to sale, as they may be material to that decision.</p> <p>A local authority has to strike a balance between different land uses in the light of wider community interests, taking a broad view of local needs.</p>
CONFLICT OF INTEREST:	N/A
DISPENSATION GRANTED BY STANDARDS COMMITTEE ATTACHED:	N/A
REFERENCE DOCUMENTS:	<p>The background papers relating to this report can be inspected by contacting the report author: Damien Bourke, Assistant Executive Director.</p> <p> Telephone: 0161 342 4205</p>



E-mail: estates@tameside.gov.uk

Signed  Dated: 21 August 2017
Councillor John Taylor – Deputy Executive Leader

Signed  Dated: 21 August 2017
Councillor Jim Fitzpatrick – First Deputy (Finance and Performance)

EXECUTIVE DECISION REPORT

SERVICE AREA:	PLACE
SUBJECT MATTER:	CONSIDERATION OF OBJECTIONS FOR SALE OF COUNCIL LAND AT GREAVES STREET & CROSS STREET, MOSSLEY SPRING STREET, MOSSLEY CARRHILL ROAD & STOCKPORT ROAD, MOSSLEY
DATE OF DECISION:	21 August 2017
DECISION TAKER	Councillor John Taylor Councillor Jim Fitzpatrick
DESIGNATION OF DECISION TAKER:	Deputy Executive Leader First Deputy (Finance and Performance)
REPORTING OFFICER:	Robin Monk, Executive Director of Place
REPORT SUMMARY:	To decide whether objections raised in relation to land at Mossley change the previously made decision to sell public open space at that location
RECOMMENDATIONS:	<p>It is recommended that having given consideration to all the objections received, that</p> <ol style="list-style-type: none"> 1) the land at Greaves Street and Cross Street, Mossley will be reduced due to the existence of an Orchard and flower bed being maintained by local community groups. The area of land shown edged red on a revised sale plan excludes both these areas. <ul style="list-style-type: none"> • the proposed sale of land at Spring Street, Mossley should proceed and the land be made available for sale at public auction. • the land at Carrhill Road and Stockport Road, Mossley will not be sold and will become a community asset. 2) Given the extensive objections and period allowed for receipt of the same, in the interests of expediency, no further objections on the same or materially similar grounds in relation to this land will be considered.
JUSTIFICATION FOR DECISION:	Whilst it is accepted that this land has been conveniently used on a frequent basis by a variety of people for different activities, given its proximity to other excellent amenities which can be and indeed are used in this way, it is not accepted that local residents will be disadvantaged by the Council no longer maintaining the land, nor is it accepted that the Council should be obliged to maintain and resource that land in the light of

	<p>report it is not considered that any of the objections submitted, and summarised herein, are sufficiently material when balanced against the competing fiduciary interests of the wider community to warrant the continuation of the Council holding the land as trustee.</p>
ALTERNATIVE OPTIONS REJECTED (if any):	Not to sell the land
CONSULTEES:	The public through advertisement of the sale of the land. Ward Councillors
FINANCIAL IMPLICATIONS: (Authorised by Section 151 Officer)	<p>Not to sell will mean the capital receipt expected to be realised through the sale will not be made.</p> <p>If the decision to sell is not made rationally and reasonably there is a potential for cost of legal challenge or successful complaint to the Local Government Ombudsman which would be borne by the Council.</p>
LEGAL IMPLICATIONS: (Authorised by Borough Solicitor)	<p>The Council when selling public open space over which it is trustee must act in accordance with s 123 of the Local Government Act 1972 and advertise the sale for two consecutive weeks in a local newspaper, considering any objections before proceeding to sale, as they may be material to that decision.</p> <p>A local authority has to strike a balance between different land uses in the light of wider community interests, taking a broad view of local needs.</p>
RISK MANAGEMENT:	By following this process the risk of successful challenge is effectively managed.
REFERENCE DOCUMENTS:	<p>The background papers relating to this report including objections, can be inspected by contacting the report author Damien Bourke Assistant Executive Director</p> <p> Telephone: 0161 342 4205</p> <p> E-mail: estates@tameside.gov.uk</p>

1. INTRODUCTION

- 1.1 The Executive Cabinet made a Key Decision on 24 October 2012, in respect of the rationalisation of assets. The retention of a number of civic and corporate buildings was approved, together with an agreement to dispose of as many surplus assets and leases required to deliver savings targets.
- 1.2 At the 30 September 2012, the Council owned approximately 3,252 properties with a balance sheet of approximately £550million. The Council will ultimately have no central government grant and will need to rely on income raised from council tax, business rates and other income raised locally to fund the increasing numbers of frail elderly and vulnerable children within dramatically reducing budgets. It is important that the Council releases land to enable the growth of the borough through much needed housing and opportunities for business whilst reducing the cost of the Borough property assets.
- 1.3 Since this date the Council has undertaken a priority process of rationalisation reducing the cost burden and risks of the land and building assets. The Council has reported all dealings with land and property at the Strategic Planning and Capital Monitoring Panel. The reports of which are published on the Council's website.

2. SALE OF LAND AT MOSSLEY

- 2.1 In line with this approach, a decision was made to sell, the land at Mossley. A copy of the site plan and details of the land to be sold can be seen at **Appendix 1**
- 2.2 As the land is public open space, the Council advertised its sale for two consecutive weeks on the 9 March 2017 and 16 March 2017 publications of the Tameside Reporter and advising that any objections had to be made by the 24 March 2017. The copy advertisements are set out at **Appendix 2**.
- 2.3 A number of objections have been received in relation to the sale of this land. A copy of all the objections received are set out at **Appendix 3**.
- 2.4 The purpose of this report is to set out considerations in relation to those objections to enable the decision maker to determine whether there are exceptional reasons as to why the Land should not be sold in line with current Council policy.

3. DECISION FRAMEWORK

- 3.1 The land, which is the subject of this decision is owned by Tameside Metropolitan Borough Council and by virtue of section 123 of the Local Government Act 1972, the Council is entitled to legally dispose of the land as landowner for best consideration/possible price. One of the ways of ensuring this happens is through auction.
- 3.2 The decision to sell individual plots of land is delegated to Robin Monk, Executive Director of Place, (who in turn has delegated this function to Damien Bourke, Assistant Executive Director for Growth and Sustainable Development) to be made in consultation with Councillor Taylor in his capacity as Deputy Executive Leader, with responsibility for determining such matters in accordance with the Council's Disposal Policy, and having regard to balancing the need to retain ownership of the land against the wider public interest, which would bring benefit to the public purse. Such decision to sell this plot of land was made on the 2 August 2017.
- 3.3 Section 25 of the Localism Act 2011 clarifies how the common law concept of "predetermination" applies to councillors in England and Wales. Predetermination occurs

where someone has a closed mind, with the effect that they are unable to apply their judgment fully and properly to an issue requiring a decision. The Act makes it clear that if a councillor has given a view on an issue, this does not show that the councillor has a closed mind on that issue, so that if a councillor has campaigned on an issue or made public statements about their approach to an item of council business, s/he will be able to make a decision in relation to that matter. Councillor Fitzpatrick previously, when he held the property portfolio (which has recently transferred to Councillor Taylor) agreed to the land being made available for sale and it is appropriate that he reviews that decision in light of the objections and whether there are exceptional reasons to retain the land contrary to the Councils general policy to sell land where not required for authority or other business needs.

- 3.4 Executive. Cabinet agreed the strategy for the sale of assets in October 2012 that unless there was a business case or exceptional reasons for retention reasons the Council intended to sell all land and building except 8 Town Halls and Vision Tameside.
- 3.5 In respect of open space the Disposal Policy, which was agreed by Executive Cabinet on 25 March 2015, and endorsed by Full Council on 19 May 2015, states as follows:
- It is the responsibility of the authority to undertake any further procedures which may be necessary to enable it to dispose of any particular area of land. For example, sections 123(2A) and 127(3) of the Local Government Act 1972 and section 233(4) of the Town and Country Planning Act 1990 ("the 1990 Act") [the latter not relevant for the purposes of this sale] require a local authority wishing to dispose of open space under those powers to advertise its intentions in a local newspaper for two consecutive weeks and to consider objections. Authorities should carry out these procedures before making any final decisions about disposal as the public response to the notices may be material to any such decision.***
- 3.6 Given the Council has considered this land to be public open space, and therefore held on trust under s 10 of the Public Open Spaces Act 1906, pursuant to section 123 of the Local Government Act 1972, the Council is also under a duty to advertise its intention to dispose of the land for 2 consecutive weeks in a local newspaper, and to consider any objections it may receive in contemplation of doing so.
- 3.7 This is what the Council has done, and there is nothing untoward or unlawful in the Council making such a decision based on sound economic need of the authority which will be of benefit to the good of the wider community of Tameside residents.
- 3.8 Given that it was not possible to consider all the objections before 24 March 2017, the date on which it had been proposed the land would be auctioned, the Council withdrew the land from auction at that time so that it could ensure it had considered fully and fairly those objections.
- 3.9 The land was not withdrawn owing to any errors in process or otherwise.
- 3.10 Whether land is no longer required for its original or current purpose is a question for the Council, providing it makes its decision rationally and reasonably.
- 3.11 Land is not required to fall into disuse before a local authority can appropriate it for some other purpose. When exercising its section 122 (1) appropriation power under the Local Government Act 1972, which runs alongside a decision to dispose of land under s 123 of the 1972 Act, a local authority has to strike a balance between different land uses in the light of wider community interests, taking a broad view of local needs.
- 3.12 It is clear from the objections that the ongoing use of the land in question as open space is at issue given it is used by different sectors of the community, but a balancing of

comparative and competing local community needs in considering the objections has been weighed when looking at the objections set out collectively below, and generally, when considering the need holistically for the Council to no longer have to retain the land and incur resources in its maintenance and liabilities as a landowner.

- 3.13 The decision maker needs to determine whether the objections set out below override the need to reduce the cost of maintaining this asset and the Council's overall objective to sell land in order to reduce the need to cut services and to enable the economic growth of the Borough.
- 3.14 Despite the objections below the argument is not convincing that this piece of land is integral to the needs of the local community in the ways described and that it therefore should continue to be held on trust by the Council to meet those needs.
- 3.15 The activities described can be met elsewhere, and some will continue in any event, given the footpaths and street lighting will remain in place. Any proposals to develop the area would require planning permission, and the current use of the space would be a material consideration in determining any application.
- 3.16 A key factor to take into consideration when balancing community needs and of relevance to maintaining any open space is its location. These particular pieces of land are situated close to Mossley Park.
- 3.17 Whilst it is accepted that this land has been conveniently used on a frequent basis by a variety of people for different activities, given its proximity to other excellent amenities which can be and indeed are used in this way, on balance it is not considered that the comparative needs of the local community will be disadvantaged by the Council no longer maintaining the land, and in those circumstances it is unreasonable that the Council should be obliged to maintain and resource that land in the light of continuing and competing budgetary pressures which impact on the whole of Tameside's community.
- 3.18 Accordingly, therefore, officers do not believe that any of the objections submitted, singly or collectively, and summarised below, as sufficiently material or exceptional to warrant not disposing of the land.

	OBJECTION	RESPONSE
a.	The garden at the end of the car park on Spring Street is a haven for all sorts of wildlife and is a habitat for owls.	Any protected wildlife will be considered as part of any planning application if and when received for an alternative use of the land.
b.	Any potential developments would fail to respect the form of the traditional terraced frontages. In accordance with Policy OL4, the sale of the land and any potential development would diminish the character of the area and remarkable views. The greenspaces give a positive impression of the town. Over the years, many of our 'green lungs' have been built on but this is what makes the town an attractive place to live.	Any change of use of the land will require planning permission at which time all of these issues will be considered as part of the Statutory planning process.

	<p>Cross Street is situated on one of the main roads in and out of Mossley, which gives the impression of the town.</p>	
c.	<p>The sale of land is not in the best interests of the community. Mossley is a small town with already too many vehicles.</p> <p>The sale of land on Spring Street will increase congestion and increase risk to young children at Milton St. Johns during pick up and drop off times.</p> <p>Mill Lane is a busy, fast 'cut through' from Top Mossley to Bottom Mossley and there are already limited places on this steep hill.</p> <p>Every winter snowfall sees many accidents on Mill Lane, removing the car park is a serious road safety issue.</p> <p>There are already concerns about speeding traffic (Carrhill/Mill Lane is a rat run) with cars parked on the streets and on pavements leaving little room for pedestrians. Potential building works will form additional obstacles.</p>	<p>The land is proposed to be sold as seen and any change of use will require planning permission which is subject to a statutory process at which point any issues regarding a potential increase in traffic movements will be fully considered.</p>
d.	<p>The sale of our greenspaces is not the answer to addressing the deficit in the Council's budget and in the long term could prove to be more costly to the Council.</p> <p>Ashton-under-Lyne has a building that used to be Tameside theatre, the Council could release this asset and save money on maintenance. The sale of this would bring in more than small parcels of land in Mossley.</p> <p>There is a plan in place to sell the land Stalybridge Celtic is built on and use the money to build them a new stadium on brown land in Stalybridge at the cost of £2.5 million, I hear that the Council are then going to build them a two-tier social club, that's without selling their land off, where is the money coming from?</p>	<p>All underused or vacant land in the ownership of the Council is considered in accordance with the Councils land disposal policy. A decision whether to buy or sell any land is considered on its own merits in each case.</p>
e.	<p>Greenspaces in Mossley are well utilised by people exercising, dog walkers and children playing.</p>	<p>The land is currently a free to use car park and Mossley park where there are adequate facilities for</p>

	<p>Before the gardens were built there was no space locally for small children to play without visiting local playing fields or parks.</p> <p>These areas are a place for recreation and sitting in a pleasant place, the environment in which we live in is crucial to our health and wellbeing.</p> <p>None of the homes close to Spring Street have gardens and access to public gardens allows us to enjoy time with friends and family.</p>	children to play is located close by.
f.	<p>Development on this land would put pressure on Mossley's local services and infrastructure.</p> <p>Mossley is trying to improve itself with more small businesses and new houses being built and it seems that TMBC want to impede progress.</p> <p>There are no new schools to accommodate the new people who come to live in Mossley</p>	All of these points will be considered as part of the planning process if and when a planning application for change of use of the land is submitted.
9.	<p>We understand that this carpark was created in 1985 as part of the Tameside Spring Street Area Action Plan in recognition of the parking deficit. Car ownership has increased significantly in the last 30 years.</p> <p>About 15 years ago a proposal was made to sell this land but after an investigation and site visit by Councillors it was deemed too much of a valuable asset for the area to lose. Since then, traffic has gotten worse.</p>	The Council is under no obligation to provide free to use off street parking to local residents.
h.	<p>The sale of the land on Spring Street will cause issues for emergency services to manoeuvre around the 3 roads as car users will become irresponsible and leave cars in whatever spaces they can source.</p>	This will be dealt with as part of the planning process.
i.	<p>Spring Street carpark is well utilised and not just by those living on that particular street but especially the residents of Vernon Street as they have two rows of housing with only side available</p>	The Council does not undertake to provide free off street parking in this area.

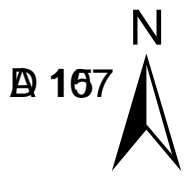
	<p>for parking.</p> <p>The carpark is already overused with at least 8/9 cars parked on it and there is never spaces left by the evening.</p> <p>My husband is disabled and needs to be able to park near the house to get in and out of a vehicle easily.</p>	
j.	<p>There people of Mossley weren't told about TMBC's plan to sell the land.</p> <p>A brief consultation has taken place, yet the land on was listed on the very same day as the deadline for objections, suggesting that objections were not fully considered.</p> <p>I informed Milton St. John's of the upcoming sale of land on Spring Street and the headteacher responded to me expressing her shock and unawareness of the sale.</p> <p>One resident of Spring Street even enquired about purchasing or leasing the land a few years ago with no response at the time and wasn't told it was for sale.</p>	<p>The proposal to sell the land was advertised in the Tameside reporter on 22 and 29th June with a request for any objections to be received no later than 7th July 2017.</p>
k.	<p>Spring Street car park is absent from the GM Spatial Framework map for potential development.</p>	<p>The GMSF deals with the potential future use of land not the intention to sell land.</p>
l.	<p>I bought my house under the knowledge that the facing car park and gardens on Spring Street were for residents to use on the street.</p>	<p>There are and have never been any specific rights granted for use of any of the car park to any house owners or occupiers.</p>
m.	<p>If houses are built on the site on Spring Street this is going to block all light from our homes.</p>	<p>This is something which will be dealt with through the planning process.</p>
n.	<p>We are more than happy to take over the upkeep and maintenance of the land on Spring Street which has been neglected over the past few years. Please advise us how we can go about officially taking over the upkeep of the plot.</p>	<p>Anyone who wishes to take control of the land should consider purchasing the land if and when it is sold at Auction.</p>
o.	<p>Council Tax has risen three years in a row and we have a right to the preservation of our public spaces.</p>	<p>The need to raise capital receipts to help maintain the current level of public services in some instances outweighs the need to retain the current level of open spaces. Each site is to be judged on its individual merits.</p>

p.	Cosgrove Gardens has existed for at least 50 years since being bequeathed to the town by a Tommy Cosgrove. The gardens belong to the people of Mossley.	The land is registered in the ownership of the Council.
q.	The grassy verge on Greaves Street is maintained by the community and the Scouts.	Any rights carried out are currently on an informal basis.
r.	There have been quite a few new houses built in Mossley in the last couple of years or so, some of which aren't even finished yet. There is other land more suitable for building than these pieces of land.	This is a planning issue which would be considered as part of the planning process.
s.	It is disgusting that the Council allow and encourage volunteers to plant and create a Community Orchard, only to put it up for sale a few days later. Eight full fruit trees were originally provided to us by TMBC with the provision that Operation Farm would maintain and develop the site. In 2015, a lease was being drawn up by Julie Stringer but as she no longer works for the Council this has now been stopped.	Noted.
t.	The Community Orchard is a valuable community asset both for the recreation, health benefits and social cohesion it leads to. Also for the production of sustainable local food sources. We will begin to register the orchard as a community asset.	Noted
u.	Without the Cross Street car park, residents would have limited access to local amenities and shops.	No specific rights exist to park in this car park.
v.	Nield Street and Stamford Road are not used for any fixed purpose and would be appropriate for sale and potential development. However, the other pieces of land are not wasted.	The decision whether or not to sell any site be judged on its individual merit in each case.
w.	The Council argues that the maintenance of these sites is costly but I believe maintenance of these sites would be very inexpensive.	The costs of maintenance is one of many other factors which are taken into consideration when deciding whether or not to sell a parcel of land.

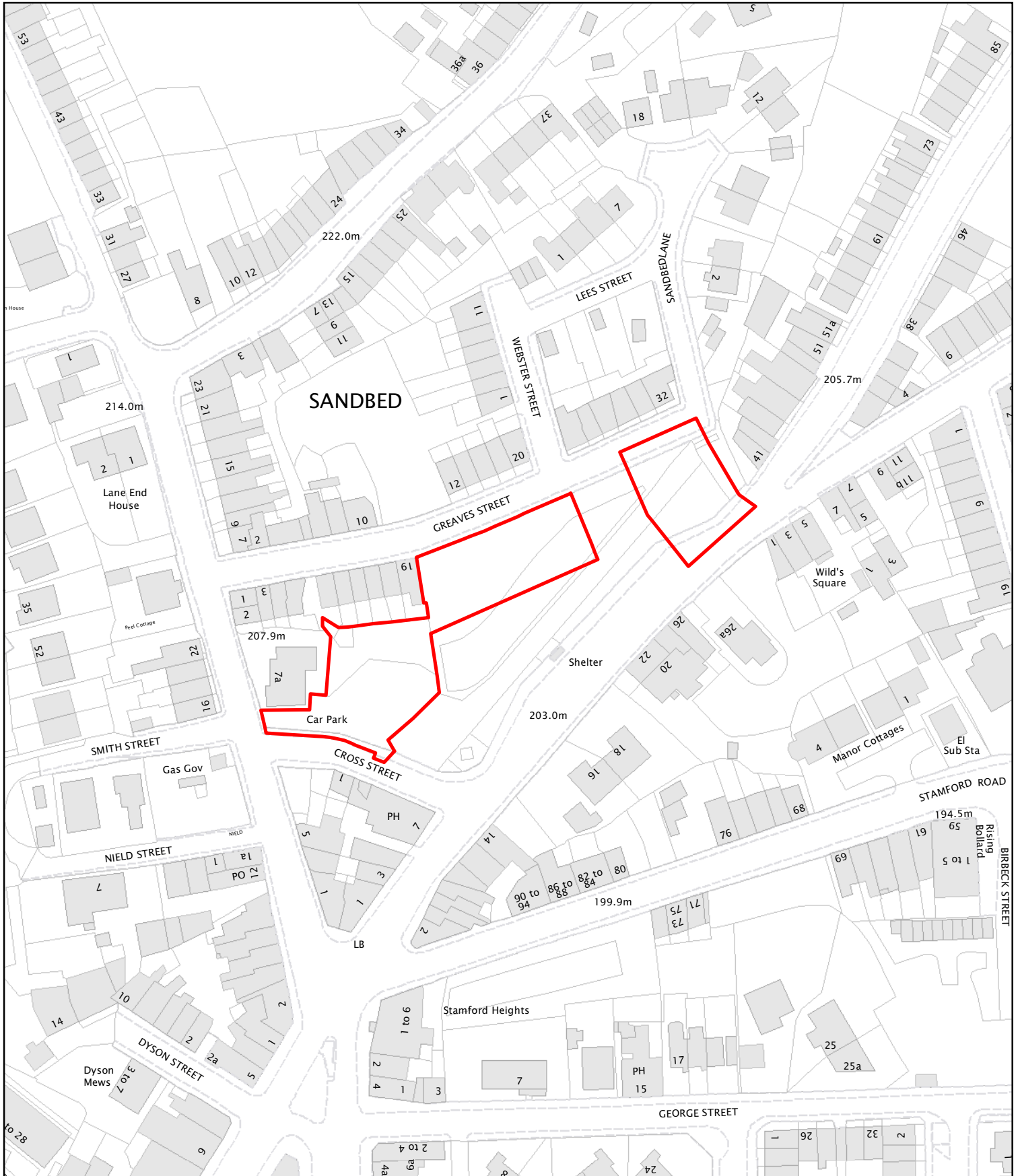
4. RECOMMENDATION

4.1 As set out at the front of the report.

Land at Greaves Street & Cross Street Mossley



Area: 2235 sq m



1:1,250

SD9702NW

Plan prepared by Bill Boaden 20/7/2017



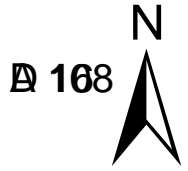
Estates & Asset Management Unit
c/o Dukinfield Town Hall
King Street
Dukinfield
SK16 4LA

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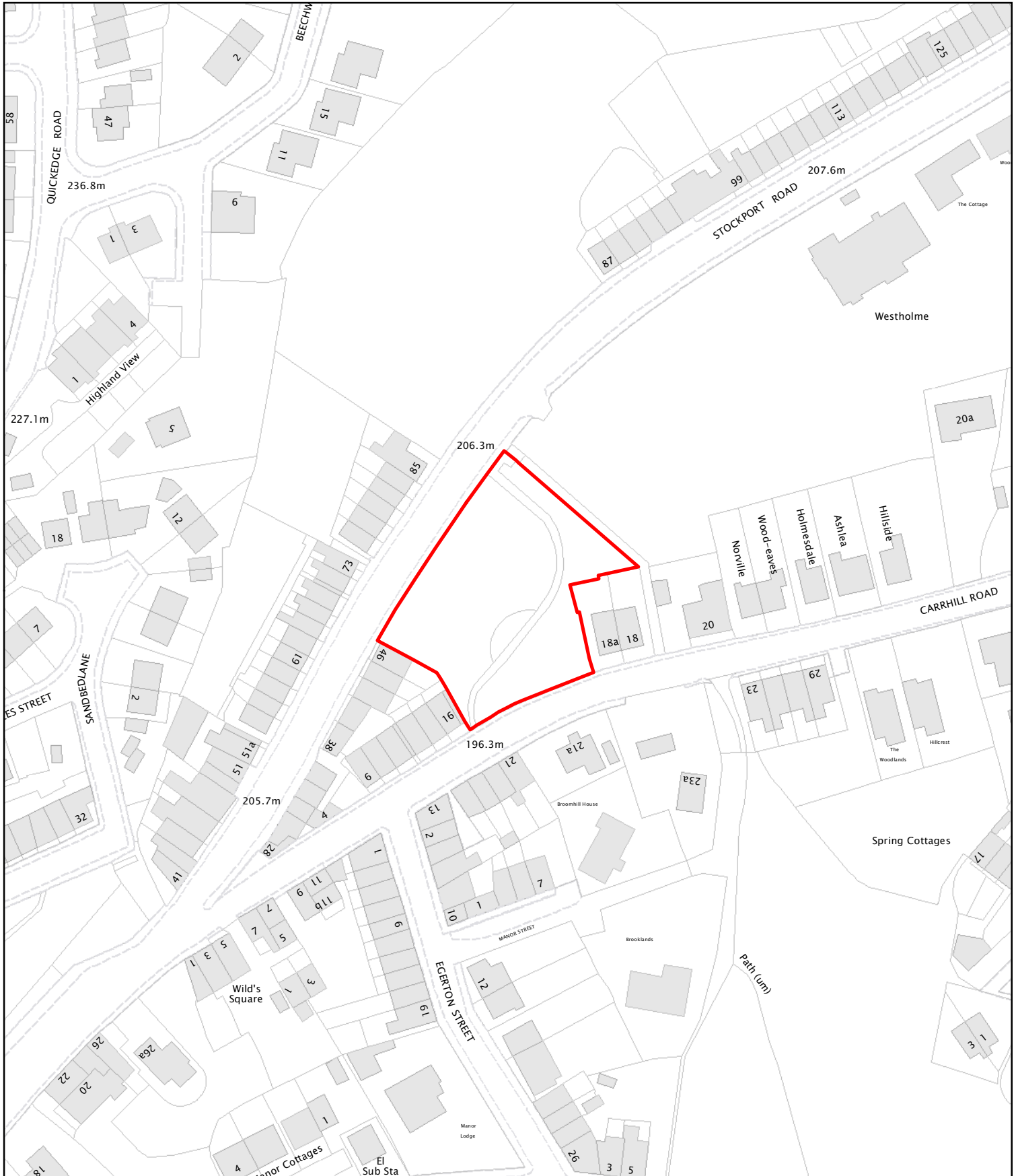
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Land between Carrhill Road & Stockport Road Mossley



Area: 2134 sq m



1:1,250

SD9702NW

Plan prepared by Bill Boaden 27/2/2017

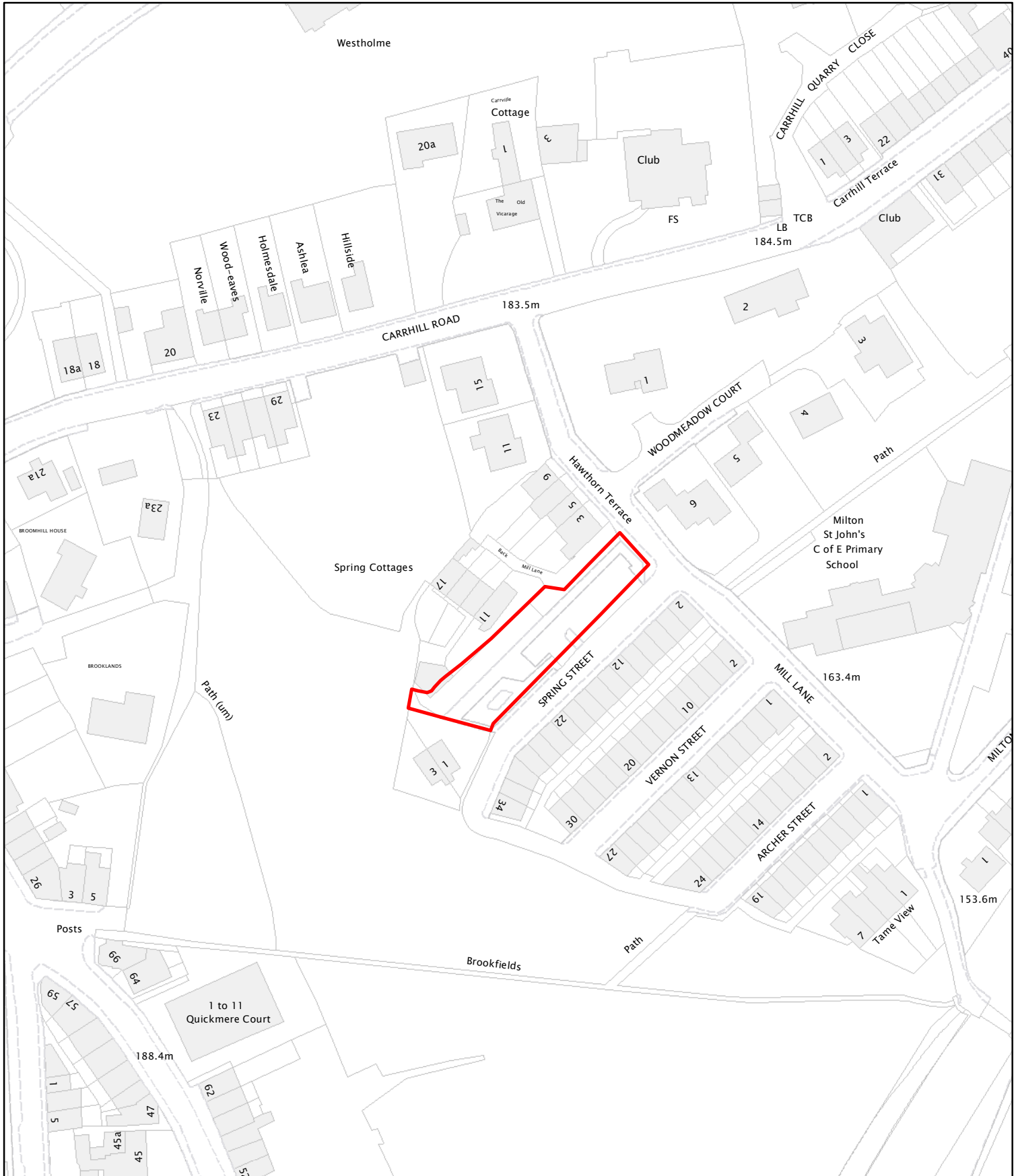
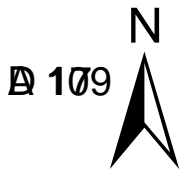


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Estates & Asset Management Unit
c/o Dukinfield Town Hall
King Street
Dukinfield
SK16 4LA

Land at Spring Street Mossley

Area 862 sq metres



1:1,250

SD9702NW



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Ordnance Survey 100022697

Plan prepared by Bill Boaden 28/10/2015



Estates & Asset Management Unit
c/o Dukinfield Town Hall
King Street
Dukinfield
SK16 4LA

**TAMESIDE METROPOLITAN
BOROUGH COUNCIL
TOWN AND COUNTRY PLANNING
(DEVELOPMENT MANAGEMENT
PROCEDURE) (ENGLAND) ORDER 2010
NOTICE OF APPLICATIONS FOR
PLANNING PERMISSION**

Notice is given that the applications below have been submitted to the Council:
Applicant: Tameside Veterinary Clinic Ltd
Location: 18 Melbourne Street Stalybridge
Proposed development: Fascia signs on both Melbourne Street and Dean Street frontages and hanging sign above front door.
Reason for Advertisement: Affect on the character or appearance of a Conservation Area Stalybridge Town Centre
Reference: 16/01143/ADV
Members of the public may inspect the application, plans and other documents submitted with it on-line at <http://public.tameside.gov.uk/plan/f422planapp.asp>. They may also be inspected during all reasonable hours at the Council Offices or at your local customer services centre.
Anyone who wishes to make representations about this application should write to the Council at Council Offices, Stamford Street, Clarence Arcade, Ashton-under-Lyne OL6 7PT, or email to PlanningAppResponses@tameside.gov.uk quoting relevant reference by 30th March 2017
On behalf of Tameside MBC
Dated: 9th March 2017

**TAMESIDE METROPOLITAN
BOROUGH COUNCIL
LOCAL PLAN INTEGRATED ASSESSMENT
SCOPING REPORT NOTICE OF
CONSULTATION**

Notice is given that Tameside Metropolitan Borough Council is preparing a new Local Plan and in support of this is undertaking an Integrated Assessment that will include a Sustainability Appraisal, Strategic Environmental Assessment, Equalities Impact Assessment and Health Impact Assessment.

The Integrated Assessment will assess the environmental, social and economic performance of the Local Plan. In doing this it will help to inform the selection of Local Plan options and identify measures to avoid, minimise or mitigate any potential negative effects that may arise from the Plan's implementation. In addition it will help to identify opportunities for the Plan to contribute towards a sustainable future for the borough.

The Council would welcome your views on any aspect of the Integrated Assessment Scoping Report, the first stage of the Integrated Assessment process. However, we would particularly welcome responses to the following questions:

1. Do you think that the Scoping Report sets out sufficient information to establish the context for the Integrated Assessment of the Local Plan in terms of the review of plans and programmes and baseline evidence and analysis? If not, which areas do you think have been missed and where is information on these topics available from?
2. Are the main economic, social and environmental issues identified in the Scoping Report relevant to the Integrated Assessment of the Local Plan? If not, which issues do you think need to be included or excluded?
3. Do you agree with the proposed approach to the Integrated Assessment of the Local Plan? Do the Integrated Assessment objectives and guide questions that comprise the Integrated Assessment Framework cover a sufficient range of environmental, social and economic topics? If not, which objectives should be amended and which other objectives do you believe should be included?

Comments should be submitted during the 5 week consultation period running from **Monday 6 March 2017 to Monday 10 April 2017**.

Documents are available to view on the Councils website throughout the consultation period: <http://www.tameside.gov.uk/planning/tamesidelocalplan>. In addition reference copies are also available at all Council Libraries, its Customer Service Centre and the Planning Departments Principal Office during normal opening hours.

Comments should be made in writing, include the name and address of the respondent and be returned by e-mail or by post to the following address:

By email: planpolicy@tameside.gov.uk

Or by post: Planning Policy, Tameside MBC, Clarence Arcade, Stamford Street, Ashton-under-Lyne, OL6 7PT
Please note that all comments will be held by the Council and will be available to view publicly. Comments cannot be treated as confidential. Your personal information such as your postal and e-mail address will not be published, but your name and organisation (if relevant) will.

Tameside Council maintains a database of consultees who wish to be kept informed about the Local Plan. In responding to this consultation your contact details will automatically be added to the consultation database (if not already held). If you do not want to be contacted about future Local Plan consultations please state this in your response.

Should you wish to discuss any issues or require any further information please do not hesitate to contact the Planning Policy Team:

by phone on: 0161 342 3346 or by email: planpolicy@tameside.gov.uk

Paul Moore BA (Hons) Dip URP MRTPI

Head of Planning

On behalf of Tameside MBC

Dated: Monday 6 March 2017

Integrated Assessment Scoping Report reference copy locations:

Customer Services & Planning Departments

Principal Office | Clarence Arcade, Stamford Street, Ashton-under-Lyne, OL6 7PT

Tameside Central Library | Old Street, Ashton-under-Lyne, OL6 7SG

Denton Library | Town Hall, Market Street, Denton, M34 2AP

Droylsden Library | Manchester Road, Droylsden, M43 6EP

Dukinfield Library | Concord Way, Dukinfield, SK16 4DB

Hattersley Library | The Hub, Stockport Road, Hattersley, SK14 6NT

Hyde Library | Town Hall, Greenfield Street, Hyde, SK14 1AL

Mossley Library | George Lawton Hall, Stamford Street, Mossley, OL5 0HR

Stalybridge Library | Trinity Street, Stalybridge, SK15 2BN

Ryecroft Hall | Book Access Point, Manchester Road, Audenshaw, M34 5GJ

Opening Times:

<http://www.tameside.gov.uk/libraries/openingtimes>

<http://www.tameside.gov.uk/customerservices>

TAMESIDE METROPOLITAN BOROUGH

(LODGE LANE, SHIRLEY AVE, STANSFIELD RD, HYDE) (PROHIBITION OF WAITING)

ORDER 2017

Tameside Metropolitan Borough Council proposes to make the above Order under the Road Traffic Regulation Act 1984, the effect of which will be to:-

Introduce "No Waiting at Any Time" restrictions on a) Lodge Lane, Hyde north side from a point 10m north and south of Shirley Ave. b) Lodge Lane, south side from a point 10m north and south of Stansfield Rd c) Shirley Ave, both sides from its junction with Lodge Lane for a distance of 20m, d) Stansfield Rd, both sides, from its junction with Lodge Lane for a distance of 10m.

A copy of the proposed Orders, plan and statements of reasons relating thereto may be inspected during normal office hours at Tameside Council Offices, Clarence Arcade, Stamford St, Ashton OL6 7PT, the documents can also be viewed online via <http://www.tameside.gov.uk/trafficregulationorders>.

Objections or comments to the proposals stating the grounds on which they are being made and including a full name and postal address must be submitted in writing to the undersigned or by email to trafficoperations@tameside.gov.uk by no later than 7 April 2017. Objections may be published. If you wish to discuss the proposal please contact Andy Marsh on 0161 342 3929. Date 9 March 2017.

I Saxon, Assistant Executive Director, Ashton Market Hall, Market Street, Ashton-under-Lyne, OL6 7JU

SECTION 123 (2A) OF THE LOCAL

GOVERNMENT ACT 1972

TAMESIDE METROPOLITAN

BOROUGH COUNCIL

PROPOSED DISPOSAL OF OPEN SPACE

Notice is given that the Council intends to dispose of an area of 2,134 Square Metres of open space

land at the site of land between Carrhill Road and Stockport Road, Mossley.

Any objection relating to the proposed disposal must be sent or delivered in writing addressed to the Assistant Executive Director Development and Investment, Clarence Arcade, Stamford Street, Ashton-Under-Lyne, OL6 7PT not later than 24th of March 2017. Enquiries may be made to the Property Team on 0161 342 8355 or estates@tameside.gov.uk

Damien Bourke Dated 09/03/17

Assistant Executive Director

SECTION 123 (2A) OF THE LOCAL

GOVERNMENT ACT 1972

TAMESIDE METROPOLITAN

BOROUGH COUNCIL

PROPOSED DISPOSAL OF OPEN SPACE

Notice is given that the Council intends to dispose of an area of 3,834 Square Metres of open space land at the site of land at Greaves Street & Cross Street, Mossley

Any objection relating to the proposed disposal must be sent or delivered in writing addressed to the Assistant Executive Director Development and Investment, Clarence Arcade, Stamford Street, Ashton-Under-Lyne, OL6 7PT not later than 24th of March 2017. Enquiries may be made to the Property Team on 0161 342 8355 or estates@tameside.gov.uk

Damien Bourke Dated 09/03/17

Assistant Executive Director

SECTION 123 (2A) OF THE LOCAL

GOVERNMENT ACT 1972

TAMESIDE METROPOLITAN

BOROUGH COUNCIL

PROPOSED DISPOSAL OF OPEN SPACE

Notice is given that the Council intends to dispose of an area of 1546 Square Metres of open space land at the site of land at the junction of Markham Street and Harding Street, Hyde.

Any objection relating to the proposed disposal must be sent or delivered in writing addressed to the Assistant Executive Director Development and Investment, Clarence Arcade, Stamford Street, Ashton-Under-Lyne, OL6 7PT not later than 24th of March 2017. Enquiries may be made to the Property Team on 0161 342 8355 or estates@tameside.gov.uk

Damien Bourke Dated 09/03/17

Assistant Executive Director

SECTION 123 (2A) OF THE LOCAL

GOVERNMENT ACT 1972

TAMESIDE METROPOLITAN

BOROUGH COUNCIL

PROPOSED DISPOSAL OF OPEN SPACE

Notice is given that the Council intends to dispose of an area of 3,300 Square Metres of open space land at the site of land at Nield Street, Mossley

Any objection relating to the proposed disposal must be sent or delivered in writing addressed to the Assistant Executive Director Development and Investment, Clarence Arcade, Stamford Street, Ashton-Under-Lyne, OL6 7PT not later than 24th of March 2017. Enquiries may be made to the Property Team on 0161 342 8355 or estates@tameside.gov.uk

Damien Bourke Dated 09/03/17

Assistant Executive Director

SECTION 123 (2A) OF THE LOCAL

GOVERNMENT ACT 1972

TAMESIDE METROPOLITAN

BOROUGH COUNCIL

PROPOSED DISPOSAL OF OPEN SPACE

Notice is given that the Council intends to dispose of an area of 799 Square Metres of open space land at the site of land at Oakden Clough, Ashton-Under-Lyne.

Any objection relating to the proposed disposal must be sent or delivered in writing addressed to the Assistant Executive Director Development and Investment, Clarence Arcade, Stamford Street, Ashton-Under-Lyne, OL6 7PT not later than 24th of March 2017. Enquiries may be made to the Property Team on 0161 342 8355 or estates@tameside.gov.uk

Damien Bourke Dated 09/03/17

Assistant Executive Director

SECTION 123 (2A) OF THE LOCAL

GOVERNMENT ACT 1972

TAMESIDE METROPOLITAN

BOROUGH COUNCIL

PROPOSED DISPOSAL OF OPEN SPACE

Notice is given that the Council intends to dispose of an area of 862 Square Metres of open space land at the site of land at Spring Street, Mossley

Any objection relating to the proposed disposal must be sent or delivered in writing addressed to the Assistant Executive Director Development and Investment, Clarence Arcade, Stamford Street, Ashton-Under-Lyne, OL6 7PT not later than 24th of March 2017. Enquiries may be made to the Property Team on 0161 342 8355 or estates@tameside.gov.uk

Damien Bourke Dated 09/03/17

Assistant Executive Director

SECTION 123 (2A) OF THE LOCAL

GOVERNMENT ACT 1972

TAMESIDE METROPOLITAN

BOROUGH COUNCIL

PROPOSED DISPOSAL OF OPEN SPACE

Notice is given that the Council intends to dispose of an area of 1554 Square Metres of open space land at the site of land at Spring Street, Stalybridge

Any objection relating to the proposed disposal must be sent or delivered in writing addressed to the Assistant Executive Director Development and Investment, Clarence Arcade, Stamford Street, Ashton-Under-Lyne, OL6 7PT not later than 24th of March 2017. Enquiries may be made to the Property Team on 0161 342 8355 or estates@tameside.gov.uk

Damien Bourke Dated 09/03/17

Assistant Executive Director

SECTION 123 (2A) OF THE LOCAL

GOVERNMENT ACT 1972

TAMESIDE METROPOLITAN

BOROUGH COUNCIL

PROPOSED DISPOSAL OF OPEN SPACE

Notice is given that the Council intends to dispose of an area of 140 Square Metres of open space land at the site of land at Williamson Lane, Droylsden

Any objection relating to the proposed disposal must be sent or delivered in writing addressed to the Assistant Executive Director Development and Investment, Clarence Arcade, Stamford Street, Ashton-Under-Lyne, OL6 7PT not later than 24th of March 2017. Enquiries may be made to the Property Team on 0161 342 8355 or estates@tameside.gov.uk

Damien Bourke Dated 09/03/17

Assistant Executive Director

SECTION 123 (2A) OF THE LOCAL

GOVERNMENT ACT 1972

TAMESIDE METROPOLITAN

BOROUGH COUNCIL

PROPOSED DISPOSAL OF OPEN SPACE

Notice is given that the Council intends to dispose of an area of 161 Square Metres of open space land at the site of land at Wakefield Road, Heyrod, Stalybridge

Any objection relating to the proposed disposal must be sent or delivered in writing addressed to the Assistant Executive Director Development and Investment, Clarence Arcade, Stamford Street, Ashton-Under-Lyne, OL6 7PT not later than 24th of March 2017. Enquiries may be made to the Property Team on 0161 342 8355 or estates@tameside.gov.uk

Damien Bourke Dated 09/03/17

Assistant Executive Director

SECTION 123 (2A) OF THE LOCAL

GOVERNMENT ACT 1972

TAMESIDE METROPOLITAN

BOROUGH COUNCIL

PROPOSED DISPOSAL OF OPEN SPACE

Notice is given that the Council intends to dispose of an area of 443 Square Metres of open space land at the site of land at Stamford Road, Mossley

Any objection relating to the proposed disposal must be sent or delivered in writing addressed to the Assistant Executive Director Development and Investment, Clarence Arcade, Stamford Street, Ashton-Under-Lyne, OL6 7PT not later than 24th of March 2017. Enquiries may be made to the Property Team on 0161 342 8355 or estates@tameside.gov.uk

Damien Bourke Dated 09/03/17

Assistant Executive Director

**TAMESIDE METROPOLITAN BOROUGH
(SOUTH SERVICE ROAD REAR OF GROSVENOR STREET,
STALYBRIDGE)**

**(TEMPORARY PROHIBITION OF TRAFFIC,
REVOCATION OF WAITING RESTRICTIONS & TEMPORARY
PROHIBITION OF WAITING) ORDER 2017**

Tameside Metropolitan Borough Council intend not less than seven days of this notice to make an Order under s14(1) of the Road Traffic Regulation Act 1984 to enable works to be executed on or near the road. The Order will temporarily prohibit vehicular traffic from proceeding along South Service Road rear of Grosvenor St, Stalybridge for its entire length (private access will be maintained). There will not be an alternative route.

The Order TAMESIDE METROPOLITAN BOROUGH (STALYBRIDGE TOWN CENTRE) (PROHIBITION AND RESTRICTION OF WAITING AND LOADING) ORDER 2007 shall have the effect as though Schedule 3 - South Service Road rear of Grosvenor St (south side) is temporarily suspended and is replaced with 'no waiting at any time' restrictions.

The Order will become operative on 27 March 2017.
Date 16 March 2017

I Saxon, Assistant Executive Director; Ashton Market Hall, Market Street, Ashton under Lyne, OL6 7JU

**SECTION 123 (2A) OF THE LOCAL GOVERNMENT ACT 1972
TAMESIDE METROPOLITAN BOROUGH COUNCIL
PROPOSED DISPOSAL OF OPEN SPACE**

Notice is given that the Council intends to dispose of an area of 2,134 Square Metres of open space land at the site of land between Carrhill Road and Stockport Road, Mossley.

Any objection relating to the proposed disposal must be sent or delivered in writing addressed to the Assistant Executive Director Development and Investment, Clarence Arcade, Stamford Street, Ashton-Under-Lyne, OL6 7PT not later than 24th of March 2017. Enquiries may be made to the Property Team on 0161 342 8355 or estates@tameside.gov.uk

Damien Bourke Dated 16/03/17
Assistant Executive Director

**SECTION 123 (2A) OF THE LOCAL GOVERNMENT ACT 1972
TAMESIDE METROPOLITAN BOROUGH COUNCIL
PROPOSED DISPOSAL OF OPEN SPACE**

Notice is given that the Council intends to dispose of an area of 3,834 Square Metres of open space land at the site of land at Greaves Street & Cross Street, Mossley

Any objection relating to the proposed disposal must be sent or delivered in writing addressed to the Assistant Executive Director Development and Investment, Clarence Arcade, Stamford Street, Ashton-Under-Lyne, OL6 7PT not later than 24th of March 2017. Enquiries may be made to the Property Team on 0161 342 8355 or estates@tameside.gov.uk

Damien Bourke Dated 16/03/17
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**SECTION 123 (2A) OF THE LOCAL GOVERNMENT ACT 1972
TAMESIDE METROPOLITAN BOROUGH COUNCIL
PROPOSED DISPOSAL OF OPEN SPACE**

Notice is given that the Council intends to dispose of an area of 1546 Square Metres of open space land at the site of land at the junction of Markham Street and Dow Street, Hyde.

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Damien Bourke Dated 16/03/17
Assistant Executive Director

**SECTION 123 (2A) OF THE LOCAL GOVERNMENT ACT 1972
TAMESIDE METROPOLITAN BOROUGH COUNCIL
PROPOSED DISPOSAL OF OPEN SPACE**

Notice is given that the Council intends to dispose of an area of 3,300 Square Metres of open space land at the site of land at Nield Street, Mossley

Any objection relating to the proposed disposal must be sent or delivered in writing addressed to the Assistant Executive Director Development and Investment, Clarence Arcade, Stamford Street, Ashton-Under-Lyne, OL6 7PT not later than 24th of March 2017. Enquiries may be made to the Property Team on 0161 342 8355 or estates@tameside.gov.uk

Damien Bourke Dated 16/03/17
Assistant Executive Director

**SECTION 123 (2A) OF THE LOCAL GOVERNMENT ACT 1972
TAMESIDE METROPOLITAN BOROUGH COUNCIL
PROPOSED DISPOSAL OF OPEN SPACE**

Notice is given that the Council intends to dispose of an area of 799 Square Metres of open space land at the site of land at Oaken Clough, Ashton-Under-Lyne.

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Damien Bourke Dated 16/03/17
Assistant Executive Director

**SECTION 123 (2A) OF THE LOCAL GOVERNMENT ACT 1972
TAMESIDE METROPOLITAN BOROUGH COUNCIL
PROPOSED DISPOSAL OF OPEN SPACE**

Notice is given that the Council intends to dispose of an area of

862 Square Metres of open space land at the site of land at Spring Street, Mossley

Any objection relating to the proposed disposal must be sent or delivered in writing addressed to the Assistant Executive Director Development and Investment, Clarence Arcade, Stamford Street, Ashton-Under-Lyne, OL6 7PT not later than 24th of March 2017. Enquiries may be made to the Property Team on 0161 342 8355 or estates@tameside.gov.uk

Damien Bourke Dated 16/03/17
Assistant Executive Director

**SECTION 123 (2A) OF THE LOCAL GOVERNMENT ACT 1972
TAMESIDE METROPOLITAN BOROUGH COUNCIL
PROPOSED DISPOSAL OF OPEN SPACE**

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Damien Bourke Dated 16/03/17
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**SECTION 123 (2A) OF THE LOCAL GOVERNMENT ACT 1972
TAMESIDE METROPOLITAN BOROUGH COUNCIL
PROPOSED DISPOSAL OF OPEN SPACE**

Notice is given that the Council intends to dispose of an area of 443 Square Metres of open space land at the site of land at Stamford Road, Mossley

Any objection relating to the proposed disposal must be sent or delivered in writing addressed to the Assistant Executive Director Development and Investment, Clarence Arcade, Stamford Street, Ashton-Under-Lyne, OL6 7PT not later than 24th of March 2017. Enquiries may be made to the Property Team on 0161 342 8355 or estates@tameside.gov.uk

Damien Bourke Dated 16/03/17
Assistant Executive Director

**SECTION 123 (2A) OF THE LOCAL GOVERNMENT ACT 1972
TAMESIDE METROPOLITAN BOROUGH COUNCIL
PROPOSED DISPOSAL OF OPEN SPACE**

Notice is given that the Council intends to dispose of an area of 161 Square Metres of open space land at the site of land at Wakefield Road, Heyrod, Stalybridge

Any objection relating to the proposed disposal must be sent or delivered in writing addressed to the Assistant Executive Director Development and Investment, Clarence Arcade, Stamford Street, Ashton-Under-Lyne, OL6 7PT not later than 24th of March 2017. Enquiries may be made to the Property Team on 0161 342 8355 or estates@tameside.gov.uk

Damien Bourke Dated 16/03/17
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**SECTION 123 (2A) OF THE LOCAL GOVERNMENT ACT 1972
TAMESIDE METROPOLITAN BOROUGH COUNCIL
PROPOSED DISPOSAL OF OPEN SPACE**

Notice is given that the Council intends to dispose of an area of 140 Square Metres of open space land at the site of land at Williamson Lane, Droylsden

Any objection relating to the proposed disposal must be sent or delivered in writing addressed to the Assistant Executive Director Development and Investment, Clarence Arcade, Stamford Street, Ashton-Under-Lyne, OL6 7PT not later than 24th of March 2017. Enquiries may be made to the Property Team on 0161 342 8355 or estates@tameside.gov.uk

Damien Bourke Dated 16/03/17
Assistant Executive Director

**TAMESIDE METROPOLITAN BOROUGH COUNCIL
TOWN AND COUNTRY PLANNING (DEVELOPMENT
MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2010
NOTICE OF APPLICATIONS FOR PLANNING PERMISSION**

Notice is given that the applications below have been submitted to the Council:

Applicant: B & H Precision Tooling Ltd

Location: Land Off Egmont Street Mossley

Proposed development: Outline Application attached to 0.63Ha of land (some matters reserved) for proposed residential development including access from Cheshire Street

Reason for Advertisement: Major

Reference: 16/01163/OUT

Applicant: Mr Tristan Preger

Location: 9 Buckton Vale Mews Stalybridge

Proposed development: Single storey rear extension

Reason for Advertisement: Affecting the character or appearance of a conservation area Carrbrook

Reference: 17/00108/FUL

Members of the public may inspect the application, plans and other documents submitted with it on-line at <http://public.tameside.gov.uk/plan/f422planapp.asp>. They may also be inspected during all reasonable hours at the Council Offices or at your local customer services centre.

Anyone who wishes to make representations about this application should write to the Council at Council Offices, Stamford Street, Clarence Arcade, Ashton-under-Lyne OL6 7PT, or email to PlanningAppResponses@tameside.gov.uk quoting relevant reference by 6th April 2017

On behalf of Tameside MBC
Dated: 16th March 2017

ANONYMISED OBJECTIONS TO MOSSLEY

Appendix 3

Land at Greaves Street/Cross Street (Auction Lot 052), Spring Street (Auction Lot 73) and Carrhill Road/Stockport Road (Auction Lot 047), Mossley

1.	<p>Subject: Please save Mossley Community Orchard</p> <p>Please find images and video links that record just some of the past community activity at Mossley Community Orchard https://quik.gopro.com/v/JYWHpBvzjV/ https://www.facebook.com/ali.shockledge/videos/722948887887440/</p> <p>This is why we are requesting that the sale of land at Greaves Street and Cross Street, OL5, currently used as a community orchard is halted and the land is withdrawn from the auction on April 25th.</p> <p>Why is this important?</p> <p>We have been dismayed to read that the land in which the orchard is situated is now scheduled for sale. A brief period of consultation has taken place, yet the land was listed on the very same day as the deadline for objections - suggesting that objections were not fully considered.</p> <p>We request that the council re-considers and remove the community orchard from the land being sold to preserve a much loved community asset. We will also begin the process of registering the orchard as a community asset.</p> <p>As you may be aware, with the agreement of the Mossley Town Team, ward councillors and the participation of TMBC staff, Operation Farm has been working with a number of local organisations including Abundance Tameside, Digging Tameside, Mossley Makes, Incredible Edible Mossley and 1st Mossley Scouts as well as a great deal of local people, to establish a community orchard on this site.</p> <p>Eight fruit trees were originally provided by TMBC with the proviso that Operation Farm maintain the site and develop it further. A grant from the District Assembly in 2015 through the Digging Tameside initiative funded nine mature fruit trees. These and hundreds of daffodils were planted last March by over 50 volunteers from Operation Farm, Abundance Tameside, Incredible Edible Mossley, Mossley Makes and 1st Mossley Scouts. Two weeks ago further funds (from Frank Travis) paid for 12 soft fruit bushes to create an edible hedge. 21 volunteers turned out on one of the most miserable days of the year to plant and weed. In addition Litter Bugs volunteers regularly litter pick the area and clean the rubbish tip at Cross St.</p> <p>In 2015/16 a lease was being drawn up by TMBC led by Julie Stringer but her post has since been made redundant and the lease process seems to have stopped. However a clear maintenance and development plan is already in place for the orchard which will ensure that it continues to be a community asset promoting connection to nature, ownership and pride and ensuring local food security.</p> <p>We also feel that as land on the main route into our town that the orchard, along with the flower bed that is maintained by 1st Mossley Scouts, provides a statement that we are an active community with pride in our green spaces.</p> <p>We sincerely hope TMBC will reconsider this sale, in the meantime we are liaising with our community partners, ward councillors and members to consider what further action might be appropriate.</p>
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2.	<p>Subject: Proposed Car Park Sale, Mill Lane Mossley</p> <p>I am writing to express my deep concerns about your proposed sell of the car park on Mill Lane, Mossley. I am shocked that you consider it acceptable to remove this vital parking provision that is used both by residents and parents as school drop off and pick up. The impact on road safety, especially given the proximity of Milton St John's school, is startling considering that you must envisage that more cars will be forced onto the surrounding streets which are very narrow and often very busy. We have a young child and are already concerned about the speeding traffic (Car Hill / Mill Lane is a major rat run) with cars parked all over the streets and straddling the pavement leaving little room for pedestrians. We understand that this car park was created in 1985 as part of the Tameside Spring Street Area Action Plan in recognition of the parking deficit and to modernise the dense Victorian streets. Car ownership has increased significantly in the last 30 years and we fail to understand how this reversal can now be justified.</p> <p>In addition to the above, children have nowhere safe to play, especially since the school fenced off it's lower playground and playing field last year, the garden adjacent to the car park has been the only alternative.</p> <p>We would expect the council to have a duty of care interest on this issue, so we ask that you please reconsider this short-sighted decision in the interests of public safety.</p>
3.	<p>I took a photograph of the Mill Lane car park in use a week or so ago before we went on holiday, please see below. This illustrates the demand for, and pressure on, parking spaces along Mill Lane. This particular photo shows school traffic but this is representative of evening demand too. We have heard previously that this car park was created in 1985 for residents of Hawthorn Terrace, in order to remove cars from Mill Lane due to proximity to the school, yet we live there and are often unable to park on this car park. If anything we need more car parking in the area, not less. Furthermore we have been referring to the GM spacial framework map and have noted that the Spring St car park site is absent from the potential development sites identified on the map - unlike 3 of the other Mossley sites currently being proposed for sale by TMBC.</p>
4.	<p>I am writing to lodge my objection to the proposed auction of 5 plots of 'waste' land in Mossley.</p> <p>I have lived in Mossley for 20 years and over this time have seen many of our 'green lungs' built on, destroying the very thing that attracted me to the town and that makes it such a lovely place to live. Adding these plots to that growing list would be a terrible mistake that cannot be rectified, and a natural legacy lost for future generations like my son.</p> <p>I also object to the plots being described as 'waste', as two of the plots in particular are valued assets that are used regularly by Mossley community. I understand that Cosgrove Gardens was bequeathed as a gift to the people of Mossley to enjoy, which they have done for many years. My child used to play on there regularly, and people of all ages use it for a bit of much needed peace and contemplation, and have planted flowers etc to enhance the space. Similarly the Greaves Street plot has had a lot of hard work put in by Operation Farm and local residents (funded by the council?!) to plant a community orchard only a week ago? This isn't joined up thinking!</p> <p>This is not a NIMBY letter. I understand that the Government is forcing crippling cuts upon councils across the country, and that people need places to live. However, the short-term gains from the sale of this land will not plug those gaping holes, and is outweighed by the long-term losses that everyone will suffer.</p> <p>I hope you will reconsider these plots being on your 'disposal' list. I feel it's short-sighted council policies like this one that should be disposed of.</p> <p>Please view this short film that shows how residents of Mossley feel: https://youtu.be/nix4lf0tSUs</p>

5.	<p>Subject: Please save Mossley Community Orchard</p> <p>Please find images and video links that record just some of the past community activity at Mossley Community Orchard</p> <p>https://quik.gopro.com/v/JYWHpBvzjV/ https://www.facebook.com/ali.shockledge/videos/722948887887440/</p> <p>This is why we are requesting that the sale of land at Greaves Street and Cross Street, OL5, currently used as a community orchard is halted and the land is withdrawn from the auction on April 25th.</p> <p>Why is this important?</p> <p>We have been dismayed to read that the land in which the orchard is situated is now scheduled for sale. A brief period of consultation has taken place, yet the land was listed on the very same day as the deadline for objections - suggesting that objections were not fully considered.</p> <p>We request that the council re-considers and remove the community orchard from the land being sold to preserve a much loved community asset. We will also begin the process of registering the orchard as a community asset.</p> <p>As you may be aware, with the agreement of the Mossley Town Team, ward councillors and the participation of TMBC staff, Operation Farm has been working with a number of local organisations including Abundance Tameside, Digging Tameside, Mossley Makes, Incredible Edible Mossley and 1st Mossley Scouts as well as a great deal of local people, to establish a community orchard on this site.</p> <p>Eight fruit trees were originally provided by TMBC with the proviso that Operation Farm maintain the site and develop it further. A grant from the District Assembly in 2015 through the Digging Tameside initiative funded nine mature fruit trees. These and hundreds of daffodils were planted last March by over 50 volunteers from Operation Farm, Abundance Tameside, Incredible Edible Mossley, Mossley Makes and 1st Mossley Scouts. Two weeks ago further funds (from Frank Travis) paid for 12 soft fruit bushes to create an edible hedge. 21 volunteers turned out on one of the most miserable days of the year to plant and weed. In addition Litter Bugs volunteers regularly litter pick the area and clean the rubbish tip at Cross St.</p> <p>In 2015/16 a lease was being drawn up by TMBC led by Julie Stringer but her post has since been made redundant and the lease process seems to have stopped. However a clear maintenance and development plan is already in place for the orchard which will ensure that it continues to be a community asset promoting connection to nature, ownership and pride and ensuring local food security.</p> <p>We also feel that as land on the main route into our town that the orchard, along with the flower bed that is maintained by 1st Mossley Scouts, provides a statement that we are an active community with pride in our green spaces.</p> <p>We sincerely hope TMBC will reconsider this sale, in the meantime we are liaising with our community partners, ward councillors and members to consider what further action might be appropriate.</p>
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6.	<p>Subject: Stop the sale of land at Greave Street and Cross Street</p> <p>I am requesting that the sale of land at Greaves Street and Cross Street, OL5, currently used as a community orchard is halted and the land is withdrawn from the auction on April 25th. I am a volunteer with Operation Farm and Abundance, which have successfully maintained a Community Orchard on this site for the last two years. This is a very valuable community asset, both for the recreation, health benefits and social cohesion it leads to, and for the production of sustainable local food sources. I am also a regular user of the car park whilst accessing shops in Top Mossley, a car park which is usually full, and without which access to the amenities of top Mossley would be inhibited and congestion would be greatly increased in the area.</p> <p>Why is this important?</p> <p>We have been dismayed to read that the land in which the orchard is situated is now scheduled for sale. A brief period of consultation has taken place, yet the land was listed on the very same day as the deadline for objections - suggesting that objections were not fully considered.</p> <p>We request that the council re-considers and remove the community orchard from the land being sold to preserve a much loved community asset. We will also begin the process of registering the orchard as a community asset.</p> <p>As you may be aware, with the agreement of the Mossley Town Team, ward councillors and the participation of TMBC staff, Operation Farm has been working with a number of local organisations including Abundance Tameside, Digging Tameside, Mossley Makes, Incredible Edible Mossley and 1st Mossley Scouts as well as a great deal of local people, to establish a community orchard on this site. Eight fruit trees were originally provided by TMBC with the proviso that Operation Farm maintain the site and develop it further. A grant from the District Assembly in 2015 through the Digging Tameside initiative funded nine mature fruit trees. These and hundreds of daffodils were planted last March by over 50 volunteers from Operation Farm, Abundance Tameside, Incredible Edible Mossley, Mossley Makes and 1st Mossley Scouts. Two weeks ago further funds (from Frank Travis) paid for 12 soft fruit bushes to create an edible hedge. 21 volunteers turned out on one of the most miserable days of the year to plant and weed. In addition Litter Bugs volunteers regularly litter pick the area and clean the rubbish tip at Cross St. In 2015/16 a lease was being drawn up by TMBC led by Julie Stringer but her post has since been made redundant and the lease process seems to have stopped. However a clear maintenance and development plan is already in place for the orchard which will ensure that it continues to be a community asset promoting connection to nature, ownership and pride and ensuring local food security. We also feel that as land on the main route into our town that the orchard, along with the flower bed that is maintained by 1st Mossley Scouts, provides a statement that we are an active community with pride in our green spaces.</p> <p>We sincerely hope TMBC will reconsider this sale, in the meantime we are liaising with our community partners, ward councillors and members to consider what further action might be appropriate.</p>
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7.	<p>Hi I revently purchased a house on spring street, under the knowledge that the facing car park/ gardens were for residents to use on the street. However on Tuesday I received a letter stating this land will be sold at auction and maybe the land will be built on. As you can imagine I'm not very happy about this as our household has 2 vechiles that need somewhere to be parked. My boyfriend drives a van which he leaves tools in and needs to be parked close to home. The car parked is used by all residents and there's always at east 8/9 cars parked on there. The primary school just down the road gets really busy in the morning and afternoon and the car park helps parents drop of and pick up there children, it's also safer than parking on the main road. I feel this will cause problems and arguements between neighbours which we don't want as we can already see everyone gets on really well. If it does get sold and building work is carried out this is going to be messy, noisy and an inconvienece. If houses are built it is going to block all light into our homes and the parking will become considerably worse than it already is. Most people on this street have 2 cars per household and there just is not enough room on the road outside our houses. We will have to park on other streets leaving our vechiles unadttended and causing other streets to become crowded with cars. We use the car park everyday and there's never a space left by 7 in the evening this shows it gets used and is not just a piece of waste land with no purpose. We was never told about this when buying the house, as this would have made us think otherwise about buying the property. In the best interest of the residents of spring street I would ask for the plot of land to be removed from auction. Thank you Number 16</p>
8.	<p>I'm mailing you to express our concerns over the proposed sale of the car park and garden at Spring St in Mossley.</p> <p>As a resident of the street (number 2) the parking for the area is already quite poor and the car park serves to alleviate some of this congestion. With the school opposite our property we have serious concerns about the congestion build up in the area if the car park was to be removed and the safety of children crossing with cars traversing a steep and cluttered street (as many cars will be forced to park on mill lane).</p> <p>I also have concerns over the site itself, it is tight at the corner and our house has been struck twice in the last four years by a car that struggled to handle a tricky area and by a parked car rolling into our property, this will only be made worse with increased congestion, not to mention potential building works forming additional obstacles.</p> <p>We find it strange that the sale of the land has been green lighted without any resident consultation and how this will affect the lives of both residents and pupils of Milton St Johns.</p>
9.	<p>I am writing to you to express my dissatisfaction with Cosgrove Gardens on Carrhill Road being put up for sale.</p> <p>Myself, my husband and my elderly mother and father use the park daily to exercise ourselves and our dogs.</p> <p>This green space should not be auctioned as it is a valuable and well used asset to the community of Mossley.</p> <p>Please consider the negative impact that the sale and development of Cosgrove Gardens would have on the community. I strongly object to the sale of this land and request that it is removed from the list of sites up for sale.</p> <p>May I also express my dissatisfaction with the relatively recent Birberry Court development, which isn't far from Cosgrove Gardens. This development has created a negative impact in quality of life for the nearby residents due to reduced light, overcrowding and increased cars in the area.</p>

10.	<p>Reference: Objection to sale of Greaves Street and Cross Street land,</p> <p>I write in connection of the proposed sale of the above land. I have examined the plans and know the site well. I wish to object strongly to the sale of this land at this location. Firstly I have not been consulted at any point and have not been formally notified of the potential sale of this land, which would have a direct impact to my property. Any potential development on this site would fail to respect the form of the traditional terraced frontages which characterise the rest of Greaves Street and the area generally.</p> <p>The proposed site is green space and particular ill considered: it is used by many people in the community for recreation and walking dogs and potential development on the site would affect wildlife and the well-being of the people in the community. In accordance with Policy OL4, the sale of the land and any potential development would diminish the character of the area and remarkable views.</p> <p>I recognise pressure for development in the area, however selling this green space is not a sustainable solution. Many young professionals are interested in moving to Mossley because of the green space and fields; continuous developments will deter them, further impacting the economy. The Greaves Street site is prominent to the area's character and a striking feature to those visiting the area, which should be protected.</p> <p>I look forward to your response and hope my views and those of the community are taken into strong consideration.</p>
11.	<p>SPRING STREET I strongly object to the sale of the car park on Spring street as it is used on a daily basis by residents and the local school. The sale of this land would cause significant impact on the local residents, friends and family. At school start and finish times there is a high volume of traffic and pedestrians, all the streets get busy, we can't afford to lose parking. If the land was sold there would be increased risk to pedestrians, including school children on an already dangerous road. Please seriously reconsider this decision.</p>
12.	<p>I understand that Cosgrave Gardens in Carrhill Road has been put up for sale at an auction site for £15,000.</p> <p>I appreciate that Tameside Council will have difficult decisions to make as a requirement of the reduction in local government funding from Central government. However when decisions are made to dispose of community assets for such a small price it is quite legitimate to examine other ways savings could be made. After the successful opposition to the disposal of the market place I hoped that history would not repeat itself. Mossley do have a reputation of opposing unjust decisions!.</p> <p>As Mossley councillors I would request that you take appropriate action to take Cosgrave Gardens from the sale. Please keep me advised of developments.</p>

13. Further evidence of the strength of feeling of the local residents:
<https://www.youtube.com/watch?v=VeJY8d2Zz7c&feature=youtu.be>
 You must be selling the wrong peice of land if people are writting and recording protest songs about it!
PLEASE STOP THE SALE!
 I am writing to strongly appose the ridiculous upcoming **sale of the land on Spring Street, Mossley**. This is an incredibly badly thought out idea which will have a strong detrimental effect on the surrounding neighbourhood and especially Milton St Johns Primary School and Nursery.
 The land comprises of a car park (roughly two thirds) and an over grown public garden space (one third). The car park in in constant use. It was build in 1985 to relieve the problems of parking in the tightly packed terraces streets. Obviously traffic and car ownership has boomed since then and it is now an essential asset to the Milton area. Every day at school opening and closing times Spring street and the other surrounding streets off Mill Lane, and Mill Lane itself are packed with cars dropping off and picking up children. There are cars up on the pavement, cars waiting, blocking the streets, very young children running about, buggies being pushed up and across the steep hill, its quite dangerous enough as it is because Mill Lane is also a well used rat run and other traffic squeezes and rushes by. During these periods the car park on Spring St, and the street itself are completely full, with cars waiting around in the car park unable to find a spot. The situation is already almost untenable, to sell the car park (inevitably for houses to be built) would make the situation considerably worse and more dangerous. It will not be a joyful "I told you so" when this leads to a few children getting hit by cars. Outside of school times, every night the car park is completely full as is spring street itself. So upon removal I have no idea where the ten extra vehicles would go? On the waste land round the back? on mill lane on the blind steep bend?
 The most offensive thing about this sale is the complete lack of discussion or consultation with the local residents or Milton St Johns Primary School. I informed the school of the upcoming sale and the head Miss Gallaher responded to me in writing expressing her shock, horror and complete unawareness of the sale, as she is also concerned about the current situation, without it being worsened by the removal of this plot.
 Further to the lack of communication, around two years ago I expressed an interest in buying or leasing the garden area of the plot so I might restore it to a usable condition for BBQ's and as a peaceful place (due to the lack or gardens in all the terraced houses). I had no reply on the matter, no options or solutions offered until i discovered by proxy that low and behold, the garden is for sale, and the car park, all to be built upon, much to the detriment off the area and those who live here and use it.
 I understand that the Tories have decimated the councils budget and that times are hard. However I believe with a little bit of communication about the subject the local residents would be more then willing to upkeep the gardens if given permission to do so, and would do whatever is necessary to find an amicable solution to keep hold of an essential local asset.
 I will campaign further to have this lot removed from the auction at Pugh's on April 25th.

14.	<p>As requested, here are some suggestions to reduce TMBC's financial commitment to the plot of land on Spring Street, Mossley, comprising of Car park and public gardens. Nothing incredibly innovative here, but the situation is simple, the car park area is in constant use, and the gardens now cleaned up, also will be.</p> <p>Firstly, we have set up a group named Spring Gardens Community Group. We are more than happy to take over the up keep and maintenance which has been neglected over the past few years. This way we can keep the car park in a neat state, and keep the gardens in a pleasant condition for the use of all the surrounding residents that don't have gardens.</p> <p>On Wednesday evening (thanks for your help Jack Homer) we were able to transform the whole plot in two hours, garden and car park, and we are very confident to be able to keep it this way by coming together four times a year for an evening's gardening, and simply cleaning up on the go as we use the space. Everyone looks forward to getting back into the garden, and appreciates the new cleanliness of the car park. Please advise me to how exactly we can go about officially taking over the upkeep of the plot, whether this means a long term lease of another method.</p> <p>Another idea would be to offer residents paid parking permits for a reasonable annual fee, allowing them a guaranteed parking place and a small income for the council to cover any insurance cost etc. which over the course of years could provide more money than the modest auction price.</p> <p>I attach some pictures from Wednesday night's efforts by Spring Street Community Group</p>
15.	<p>Subject: Fwd: Car Park and adjoining garden area Spring Street Mossley</p> <p>Further to my recent email to Councillor Travis (see below), and attending the public meeting held last night at Roughton Community Centre, I feel compelled to add my voice to the many and viable concerns expressed and trust that my strong opposition to the selling of this land be noted and duly considered.</p> <p>In addition to the concerns raised in my original email, I would like to add the following. I, like my fellow residents, use the car park on a regular basis as due the ongoing parking constraints, street parking on Spring Street and the surrounding area is regularly unavailable.</p> <p>I live directly opposite the garden area and, when it was maintained, used it regularly. It provided a safe enclosed area for young children to play. In recent years, maintenance of the area has been difficult to secure; despite intermittent contact with the council and being advised the area was listed as an ongoing job, even with persistent contact, the area has become very overgrown and unkempt. I did make contact with the estates department at the end of last year and was again advised the area was listed for maintenance in due course. I believe it is around 2-3 years since any work was done there.</p> <p>Despite it's current overgrown state, the area provides a habitat for many birds and wildlife, including owls which visit frequently and can be heard in an evening. Myself and my neighbours are more than willing to assist in the upkeep of the area if this was possible.</p> <p>As a Mossley resident who is proud to live here, who values our green spaces and community resources, I ask that this plot be removed from the auction.</p>
16.	<p>Subject: Cosgrove Gardens</p> <p>I would like to register my stringent opposition to the proposed sale of Cosgrove Gardens. This is a valuable community asset which is used all year round. I use it personally to exercise and exercise my dogs daily. The sale of this land for development would significantly affect the quality of life of the residents of the local area.</p>

17.	<p>I am writing to you to protest the sale of Cosgrove Gardens, Greaves Street and Spring Street in Mossley.</p> <p>As you know, Mossley is a small town with already too many vehicles. The sale of the site on Spring Street would only serve to effect nearby residents and parents with children at the nearby school (Milton St Johns) There are already a lot of cars at school times, and out of hours the car park is used for residents. Building on this site would only result in a lack of safety and would be extremely ill thought out.</p> <p>The sale of the land on Greaves Street would again, not only cause safety issues, but also cause a lack of parking in Mossley, further demonstrating Tameside's obvious disrespect of Mossley and it's people.</p> <p>The site on Greaves Street offers much needed parking to Mossley residents, and the grassy verge is cared for and maintained by the community and the Scouts.</p> <p>Green lands like this one and Cosgrove Gardens are beneficial to small communities and help promote wellbeing and a pride in ones town.</p> <p>Cosgrove Gardens has always been a striking feature of Mossley, as well as somewhere for the community to sit and socialise. These gardens are now, and always have been a much loved part of Mossley. A place for the community to come together. A place for Mossley.</p> <p>Cosgrove Gardens also has a lot of history, and I believe was left to the town of Mossley and it's people, as a bid to give Mossley something back, a place for the community.</p> <p>We need to save Cosgrove Gardens, not just for the generations of today, but for future generations of Mossley people. Just as it was all those years ago when it was left to the people of Mossley.</p> <p>I feel very passionate about saving these pieces of land, and I sincerely hope Tameside council sees fit to remove them from the for sale list. There have been quite a few new houses built in Mossley in the last couple of years or so, some of which aren't even finished yet. There is also other land more suitable to building houses. The three pieces of land listed above are not suitable.</p> <p>The people of Mossley weren't even told about Tameside's plan to sell their land. As someone born and bred in Mossley, I am thoroughly disgusted at this betrayal by Tameside MBC.</p>
18.	<p>Spring Street car park and gardens.</p> <p>I understand that it is proposed to sell off the car park and gardens on Spring Street. Although I do not live on Spring Street I do live close by at Milton View at the bottom of Mill Lane. Milton St. John School is on Mill Lane and in the morning and afternoon there is already insufficient parking in the vicinity of the school. We frequently have cars parking across our drive and if the parking on Spring Street were to be lost it is very likely that the situation would become much worse. During the evenings and at weekends there is also pressure on parking with cars often parking on the pavement in order to find a space; causing problems for people with push chairs etc. and also proving a problem for traffic trying to negotiate an already narrow and steep hill. Again this would be exacerbated by the loss of the Spring Street car park.</p> <p>Whilst I appreciate that the council is under considerable pressure to raise funds and cut, maintenance, costs I feel the proposed sale is a very short sighted response. The funds raised will be negligible in terms of the overall budget whilst the potential to cause long term parking and traffic problems for the Mill Lane area is very high.</p> <p>I urge you to reconsider the proposed sale and remove this plot of land from the auction.</p>

19.	<p>Subject: Re: sale of land at Greaves Street and Cross Street, OL5</p> <p>I am writing in connection with the sale of land at Greaves Street and Cross Street, OL5.</p> <p>As you may be aware, with the agreement of the Mossley Town Team, ward councillors and the participation of TMBC staff, Operation Farm has been working with a number of local organisations including Abundance Tameside, Digging Tameside, Incredible Edible Mossley and 1st Mossley Scouts as well as a great deal of local people, to establish a new community orchard on this site.</p> <p>Eight fruit trees were originally provided by TMBC with the proviso that Operation Farm maintain the site and develop it further. A grant from the District Assembly in 2015 through the Digging Tameside initiative funded nine mature fruit trees. These and hundreds of daffodils were planted last March by over 50 volunteers from Operation Farm, Abundance Tameside, Incredible Edible Mossley, Mossley Makes and 1st Mossley Scouts.</p> <p>Two weeks ago further funds (from Frank Travis) paid for 12 soft fruit bushes to create an edible hedge. 21 volunteers turned out on one of the most miserable days of the year to plant and weed. In addition Litter Bugs regularly litter pick the area and clean the rubbish tip at Cross St.</p> <p>We have been dismayed to read that the land in which the orchard is situated is now scheduled for sale.</p> <p>A brief period of consultation has taken place, yet the land was listed on the very same day as the deadline for objections - suggesting that objections were not fully considered.</p> <p>We request that the council re-considers and remove the community orchard from the land being sold to preserve a much loved community asset. We will also begin the process of registering the orchard as a community asset.</p> <p>We sincerely hope TMBC will reconsider this sale, in the meantime we are liaising with our community partners, ward councillors and members to consider what further action might be appropriate.</p>
20	<p>I am writing with my concerns and some questions about your plans to sell off small parcels of land in Mossley.</p> <p>While I understand the council's need to manage massive Government-inflicted cuts, I feel very strongly that auctioning community-used and appreciated spaces - without any consultation locally - is not the way forward.</p> <p>What particularly upsets me is the Cosgrove Gardens site. I understand that this was gifted to the council for the use of the people of Mossley. Under these circumstances, please could you explain how the council are able to offer this for sale? On what grounds is this being auctioned when it is a well-used and much-loved green space - and a lovely spot for people who may need to rest on a bench after walking up Carrhill Road.</p> <p>As for the Greaves Street site, I think it is disgusting that the council allow, encourage and fund, volunteers to plant up the area as a community orchard, only to put it up for sale within days. This is a lovely spot and the beautiful flower beds make Top Mossley look well-kept and welcoming.</p> <p>I feel really strongly that the council should permanently withdraw these two sites off the auction listing and that the other sites be removed until the council have had a robust consultation process with the community.</p> <p>For these, and the other sites on the list, I think serious consideration should be given to the impact that potential residential development on these areas would have on traffic, access and additional pressure on the infrastructure of a town which is already feeling the strain of extra housing stock. What consideration/consultation has the council carried out with regard to these issues. The Spring Street site is presently used for residents' parking and if these were taken out of use it would result in more vehicles being parked on Mill Street. This could pose a health and safety risk in an area which is very congested at the start and end of the school day.</p>

	<p>The meeting held this week in the Community Centre was well-attended and impassioned. Considering that most people heard about the planned sales through word-of-mouth or social media a week after the sites went up for auction this was a fantastic turn-out. Had the council been transparent and made public plans for the great Mossley sell-offs, the outcry would have been massive as a lot of people do not access new technology for their local news.</p> <p>I would like to know what, if anything, you plan to do about the opposition to the sale of these pockets of land which, ultimately, would bring a pittance into the council coffers at a great cost to the people of Mossley.</p> <p>The council have handled the whole matter in a very under-handed way. We, as a community, deserve better.</p>
21.	<p>As a Mossley resident concerned about the proposed sale of land on Greave St, Cosgrove Gardens and Spring St I would like to know if you plan to speak at Thursday's meeting in support of residents opposing these sales and calling for their removal from the auction lots.</p> <p>I really think the council should rethink this strategy for the reasons detailed in my previous email to you Cllr Fitzpatrick.</p>
22.	<p>I was dismayed to hear the news that Cosgrove park is being sold off for development. Please note that as a homeowner and resident of Carrhill Rd I object in the strongest manner. The park is an important oasis of beauty and quiet and is vital to the enjoyment and well being of residents. Increased traffic and noise pollution are not in the interests of the values and lifestyles of the community and once green area is destroyed it is unretrievable. I respectfully urge you to consider this situation with great care. The serious implications of the proposal will have irreversible consequences for this community.</p>
23.	<p>Surely the sale of the car park/garden on Spring Street is going to cause chaos? I suggest that all councillors visit this site when it is school time and again when all the residents are home from work, this parking is desperately needed. These streets were never designed for the volume of cars using them and if this land is sold it is going to be dangerous for the school children leaving Milton.</p> <p>Please reconsider and respond formally</p>
24.	<p>To whom it may concern,</p> <p>I strongly oppose the planning application of ten houses on the site adjacent to Spring Street, Mossley and object to the proposed car park sell off on Mill Lane, Mossley</p> <p>I am the resident of 7 Hawthorn Terrace, Mill Lane and, having lived here for 25 years, want to stress how vital the Spring St/Mill Lane community car park is. It provides critical parking provision for both residents and parents of primary school children. It is situated opposite Milton St John's primary school and nursery where parents drop off their children and collect them at the end of the day. These times are extremely busy on Mill Lane and the safety of our children is paramount.</p> <p>Mill Lane is a busy, fast 'cut through' from Top to Bottom Mossley with the school half way down Mill Lane. There are extremely limited spaces already on this steep, narrow and busy road. Reducing parking facilities and building more residences with more cars will only exacerbate the issue. Every winter snowfall sees many accidents on Mill Lane. Removing the carpark is a serious road safety issue.</p> <p>The provision for us as residents and for the parents at Milton St Johns is not 'wasted, surplus or under-utilised' land. We understand that this carpark was created in 1985 as part of the Tameside Spring Street Area Action Plan - a development plan to modernise the dense Victorian streets and in recognition of the parking shortfalls in the area even back then. Car ownership has increased significantly over the last 30 years adding even further pressure and need for carpark space.</p> <p>The garden adjacent to the car park has welcome amenity value by providing a safe space for children to play and residents to sit, with Spring St, Vernon St, Archer St</p>

	<p>having no green gardens themselves and limited outdoor space.</p> <p>There is also concern that building on land and removing trees has an impact on the environment as the water table is being disturbed. Residents of Spring Cottages (named after the underground springs on which they are built) have waterlogged gardens due to the building of two private homes on Carhill Rd in 2015.</p> <p>I would expect the council to have a duty of care interest on this issue and in the interests of public safety, reconsider both proposals.</p>
25.	<p>Please may I make an appeal on behalf of the mothers and children who use Spring Street car park on a daily basis.</p> <p>If I recall correctly, about 15 or so years ago a proposal was made to sell this car park. But after an investigation (and site visit) by councilors it was deemed too valuable an asset for the area to loose, and indispensable to the safety of mothers and children attending Milton St. John School.</p> <p>Since then the traffic has simply gotten worse.</p> <p>FOR THE SAFETY OF MUMS AND KIDS PLEASE DO NOT SELL THIS CAR PARK.</p> <p>I have attached a picture taken last Friday of two mums carrying babies in the car park while collecting their other children.</p> <p>Please do not put their safety at risk for the sake of a few pounds.</p> <p>Please delay the sale until a proper safety assessment has been made.</p>
26.	<p>Subject: RE: Sale of carpark next to the school</p> <p>Unfortunately I have just heard from a resident that some land very close to the school is being sold at auction on the 25th April. The land is presently used for parking for residents and for parents of the school. If you are aware of the location of the Milton St John's you will know that it is in a difficult place, on a steep hill etc. Could someone confirm if it is the case that the land is being sold and if there is any consultation on this at all? The resident in question wants me to write to all of my parents to object to this, however, I am conscious that the school finishes tomorrow for two weeks and the land is allegedly being sold on the 25th April.</p>
27.	<p>Subject: Auction of Cosgrove Gardens via Pugh Lot 047 - request to remove from "for sale" list</p> <p>I would like to register my total dismay at my council selling off this land. I regularly use this little bit of green space and it provides me with a very local haven. I live very close to this area and all of my immediate neighbours feel the same as I do.</p>
28.	<p>I am writing to voice my concern over the sale of 'wasted, surplus or under-utilised land' in Mossley. I understand that the Council plan to auction several parcels of land for sale very soon. Whilst I can agree that some areas are unused open space and I understand the need for Council funding and housing strategies to be met, however some of the areas listed are essential community spaces and should not be included in the Auction.</p> <p>I agree that the land at Nield street (Pugh lot 056) and to a lesser degree Stamford Road (Pugh lot 093) are not used for any fixed purpose and would be appropriate for sale and potential development. However the land between Carhill Road and Stockport Road (Pugh lot 047) and the land at Greave Street and Cross Street (Pugh lot 052) is NOT 'wasted, surplus or under-utilised' land. The land between Carhill Road and Stockport Road forms Cosgrove Gardens and is a public space that was historically gifted to the people of Mossley. This park is a well used, respected and important community asset. Large areas of the land at Greave Street and Cross Street is a community open space that has been managed by local residents as a community orchard. Local people value both of these communal spaces, with Cosgrove Gardens in particular providing a vibrant community space for children to play in and offering calm respite for people of all ages.</p> <p>If you take away these community spaces, you will remove the very tools for the local community to grow and thrive.</p>

	<p>I ask that Council think carefully about the proposals for land sale and reconsider on the spaces that are clearly important to the local Mossley community. The small financial gain from the sale of these land parcels will be massively overwhelmed by the loss to community.</p> <p>I look forward to your response on this matter.</p>
29.	<p>Subject: sale of parcels of land.</p> <p>I am outraged by the proposed sale of some of these areas. Cosgrove Gardens is a long time recreation area, highly valued by residents, Greaves St. is another patch of green which has been worked on and valued by residents. Spring St. is valued as a car-park space.</p> <p>At a time when Mossley is trying to improve itself with more small businesses opening up and new houses being built, it seems as though Tameside is doing its best to impede progress.</p> <p>Part of the Council's argument is that maintenance of these sites is costly. I refute that! I own a gardening firm, well used to working in public spaces and maintenance of these sites(if you did it) would be very inexpensive.</p> <p>Lastly, I understand that Tameside is enduring cuts, but our Council Tax has risen three years in a row and Tameside is the only Borough in Greater Manchester to do this. We, the residents have a right to expect service and also preservation of our public spaces.</p>
30.	<p>Proposed sale of Tameside MBC land in Mossley</p> <p>You may be aware that on Wednesday 29 March 2017 members of Mossley Town Council (some of whom are also members of Tameside MBC) participated in a public meeting at Mossley Community Centre. The public meeting had been organised by interested residents to hear concerns following the sudden appearance of 'sale by auction' notices on the following 5 sites (currently owned by Tameside MBC) in Mossley:</p> <p>Cosgrove Gardens (Carrhill Rd / Stockport Rd Greaves St Spring St Stamford Rd Nield St</p> <p>I understand that the public meeting was unanimous in opposition to the sale of any of the sites but in particular the sites at Cosgrove Gardens and Greaves St.</p> <p>The particular concern over the latter 2 sites is because the sites or part thereof are in community use. Cosgrove Gardens is currently a community park and Greaves St is an area of open green space which is an asset to the locality. Both the sites are greatly valued by the community. This is exemplified by the sheer number of residents present at the meeting</p> <p>I regret that I was not involved in the meeting but I have been advised that there were possibly in the region of 120 to 150 residents at the meeting which gives an indication of how important this issue is to the people of Mossley in general. I understand that all 9 members of Mossley Town Council attended the public meeting and fully supported the decision to ask you as the appropriate executive councillor to reconsider any proposals to dispose of the 5 sites.</p> <p>Although Mossley Town Council has not adopted a formal resolution to oppose the sale, in view of the fact that there is unanimous support from them, I am writing to you in advance of a formal resolution. I am confident that such a resolution will be adopted at the next meeting on 12 April 2017.</p> <p>It would be particularly helpful if you could let me have a response by then to report at the meeting.</p> <p>I look forward to hearing from you.</p> <p>In the meantime, I am taking the liberty of forwarding a copy of this letter to Sandra Stewart for information and so that the Town Council's concerns can be relayed to your</p>

	responsible officers for speed of consideration
31.	<p>Subject: Carpark and Garden I understand the carpark and garden on Spring Street Mossley is being considered for sale by auction. The residents here and visitors use the carpark, it is close to a school, I also have been informed that visitors to the school use the carpark. The garden too is a desirable feature and only a valuable asset to the young and elderly who have lived here for some time. I feel it is inconsiderate of the council to sell this off without careful thought, too many cars clutter up the small streets and the carpark is well used. I also fear you are putting young lives at risk.</p>
32.	<p>I'd like to question the Councillor's involvement in the usage/sale of land for parking purposes in Mossley, both Top and Bottom Mossley.</p>
	<p>Spring Street Garden and Carpark, Mossley. I write with great concern about the proposed sale of the above mentioned land. I not only object to the proposed sale for the reasons set out below, but I believe the sale proposed has not been given adequate consideration in terms of the effect this would have on the local community. First and foremost I am a former Spring Street resident of 18 years. Before the gardens were built there was no space locally for small children to play without visiting playing fields or parks. This garden space was tendered to by the residents, who not only enjoyed sitting there enjoying the space themselves but also in the knowledge that their children had hours of fun using the space too. The gardens were especially a retreat for the elderly who could enjoy some outside beauty when they no longer had the ability to climb the steep inclines. As the years went by the car parking area become a great decision with hindsight, as more and more residents owned cars. The car park was used by all, not just those living on that particular street but especially for the residents of Vernon Street. Vernon Street has two rows on housing with parking only available on one side. I am no longer a Spring Street resident but I live nearby and I use this car park every day to take my son to and from Milton St Johns primary school. The car park is a well used facility by both parents and residents. It gives these narrow streets a little much needed relief, especially at busy times. Due to congestion involving the school even at present parents are reminded constantly by the school about the safety of children and the volume of traffic. I can only imagine that removing this facility and possibly adding more homes would increase the dangers posed to the school and resident children. The school car park is not permitted for use by parents and the local Yorkshire Ward also allows parents to park to aid with congestion. The nearby minor roads are also heavily congested due to the lack of residential parking and so I cannot see how the decision to sell the land could possibly have taken into account all the facts. There simply is no where else to put all the residents vehicles already in the area. The only saving grace which helps parents on occasion is the fact that some residents have already left for work at busy school times. People do not drive to school out of laziness the majority of parents commute from school to work. If building was proposed on this land I fail to see how construction traffic could negotiate the narrow roads and heavy traffic, particularly surrounding school times without compromising safety. The space is not only used it continues to be enjoyed by many, especially vulnerable youth and elderly. The original decision to convert the disused land after the demolition of the former Spring Street homes was always considered to be a fabulous move of foresight by the Council. Where is that forward thinking now? I urge the Council to remove this land from auction for the sake of the residents, the school pupils' safety and the local community as a whole.</p>

33.	<p>Subject: car park / gardens on spring street, near milton school</p> <p>I am a resident on Vernon Street parallel to the car park concerned on Spring Street, Mossley. It has been brought to my attention that there this site is up for sale. I am expressing my concern in objecting to this as it will affect my availability to park in an already overused road and streets. We already struggle to park as it is, although I do not directly use this car park, for those that already use it, it will put those cars on the streets and road I already use and struggle to park daily. I hope that the council will reconsider this decision.</p> <p>Resident affected by sale of mossley spring st car park & garden</p>
	<p>I just wanted to express my disappointment with Tameside Council auctioning the above area.</p> <p>I'm not sure if you know, but none of the homes have gardens and access the public gardens to enjoy time with friends & family. The additional car parking is required, as you can imagine times have changes and most households have 2 cars per household and Spring Street, Vernon Street & Archer Street all struggle with the parking arrangements currently and have been for a number years.</p> <p>To remove the car parking facilities would increase the current parking issues and cause issues for emergency service to manoeuvre around the 3 roads, as car users will start to become irresponsible and leave cars in what spaces they can source. I do hope you will reconsider removing the Car Park & Public Gardens – Spring Street from the forthcoming action.</p>
34.	<p>I am writing regarding the sale of lands in Mossley including Spring street car park. I oppose the sale of carrhill road park, Greave street plot and Spring street Carpark.</p> <p>I use the car park on Spring street and the communal garden attached. I even sent a letter about 2 years ago asking if i could maintain the garden and got no response. Children use this area regularly and the car park is absolutely essential for the milton school and the residents of spring street. This is not just a car park it is a green garden with benches that has been a community space since the early 80s.</p> <p>I want the 3 sites i have mentioned to be removed from the auction as they are of essential use to the community of Mossley and to sell them will make Mossley less green. Everyone uses these three sites constantly everyday.</p> <p>Also Milton school was not informed about the sale of any of these plots. They use the car park and garden attached, they help with Greaves Street plot and the children constantly play in the Carrhill Road park.</p>
35	<p>I am writing to you to express my objection to the proposed auction of five plots of land in Mossley and to ask that these plots be taken off the list of land for sale.</p> <p>I am writing specifically with regards to the proposed auction of the land between Greaves Street, Stockport Road and Cross Street.</p> <p>I understand that there is a proposal to remove the land on Stockport Road beneath Greaves Street from the proposed auction. This is the location of Mossley's Community Orchard. I support the community orchard and recognise the investment that Mossley residents have put into developing the orchard. I also support the wider aims of contributing towards food poverty and bringing members of the local community together in food growing. However, I would like to draw attention to the fact that the land on Greaves Street itself is also a green space that is valued by people in Mossley. This land is an open area on which children regularly play walk and explore and which is well used by dog walkers, acting as a social space where people meet. We all enjoy the view that this open space offers us. This would be lost should the land be sold and developed on. The towns green spaces are one of the characteristics of our area that attract people here in the first place.</p>

	<p>Green space, irrespective of whether it's perceived as waste land or under utilised land, is still green space and matters to people who live in Mossley. If this land is viewed as under utilised then the local community could be consulted as to how they might be involved in a greater community use of this land. Would the council consider an extension to Mossley's Community Orchard, for example? Revenue could be raised to buy this land for which the community would be responsible for its upkeep. Selling this land to a developer would add to the increased pressure on Mossley's infrastructure, on our roads, our schools and other local services, in a town that has already had a considerable amount of development. This proposed auction is not wanted by the people who live in Mossley. The sale of our green spaces is not the answer to addressing the deficit in the council's budget and in the long term could prove to be more costly to the council.</p>
36.	<p>Subject: Objection to sale of Mossley land</p> <p>I am writing to you to express my objection to the proposed auction of five plots of land in Mossley and to ask that these plots be taken off the list of land for sale.</p> <p>I am writing specifically with regards to the proposed auction of the land between Greaves Street, Stockport Road and Cross Street.</p> <p>I understand that there is a proposal to remove the land on Stockport Road beneath Greaves Street from the proposed auction. This is the location of Mossley's Community Orchard. I support the community orchard and recognise the investment that Mossley residents have put into developing the orchard. I also support the wider aims of contributing towards food poverty and bringing members of the local community together in food growing. However, I would like to draw attention to the fact that the land on Greaves Street itself is also a green space that is valued by people in Mossley. This land is an open area on which children regularly play walk and explore and which is well used by dog walkers, acting as a social space where people meet. We all enjoy the view that this open space offers us. This would be lost should the land be sold and developed on. The towns green spaces are one of the characteristics of our area that attract people here in the first place.</p> <p>Green space, irrespective of whether it's perceived as waste land or under utilised land, is still green space and matters to people who live in Mossley. If this land is viewed as under utilised then the local community could be consulted as to how they might be involved in a greater community use of this land. Would the council consider an extension to Mossley's Community Orchard, for example? Revenue could be raised to buy this land for which the community would be responsible for its upkeep. Selling this land to a developer would add to the increased pressure on Mossley's infrastructure, on our roads, our schools and other local services, in a town that has already had a considerable amount of development. This proposed auction is not wanted by the people who live in Mossley. The sale of our green spaces is not the answer to addressing the deficit in the council's budget and in the long term could prove to be more costly to the council.</p>

	<p>Subject: Evidence of objection to proposed auction of land in Mossley</p> <p>I am writing to submit evidence in support of objections to the proposed auction of the land on Greaves Street, Mossley, including Stockport Road and Cross St.</p> <p>The attached petitions have been signed by 85 members of Mossleys community. Hard copies have been delivered to Dukinfield town hall. I would like to ask you to consider these objections and to keep this space as green space for the community.</p> <p>This is not waste land or under utilised land but land that is well used by children playing, by dog walkers and includes a community orchard. As well as being appreciated for the open views it offer, this space is also a place for wildlife. The community would like to invest in this site further and keep this green space.</p> <p>The sale and development of this land would add to the increasing pressure on Mossleys local services and infrastructure.</p> <p>Please do not sell off our green spaces. Further to my previous email with the attached petitions here is a link to the online petition for the land on Greaves Street, Mossley.</p> <p>https://you.38degrees.org.uk/petitions/save-mossley-community-orchard</p> <p>The scanned copies of the petitions have been collected from a local shop and from a petition next to a banner that members of the local community made - photo attached. These signatures are very much in addition to the online petition.</p>
37.	<p>Subject: Subject: Mossley Community Orchard</p> <p>As you may be aware, with the agreement of the Mossley Town Team, ward councillors and the participation of TMBC staff, Operation Farm has been working with a number of local organisations including Abundance Tameside, Digging Tameside, Mossley Makes, Incredible Edible Mossley and 1st Mossley Scouts as well as a great deal of local people, to establish a community orchard on this site. Eight fruit trees were originally provided by TMBC with the proviso that Operation Farm maintain the site and develop it further. A grant from the District Assembly in 2015 through the Digging Tameside initiative funded nine mature fruit trees. These and hundreds of daffodils were planted last March by over 50 volunteers from Operation Farm, Abundance Tameside, Incredible Edible Mossley, Mossley Makes and 1st Mossley Scouts. Two weeks ago further funds (from Frank Travis) paid for 12 soft fruit bushes to create an edible hedge. 21 volunteers turned out on one of the most miserable days of the year to plant and weed. In addition Litter Bugs volunteers regularly litter pick the area and clean the rubbish tip at Cross St. In 2015/16 a lease was being drawn up by TMBC led by Julie Stringer but her post has since been made redundant and the lease process seems to have stopped. However a clear maintenance and development plan is already in place for the orchard which will ensure that it continues to be a community asset promoting connection to nature, ownership and pride and ensuring local food security. I also feel that as land on the main route into our town that the orchard, along with the flower bed that is maintained by 1st Mossley Scouts, provides a statement that we are an active community with pride in our green spaces.</p> <p>I have been dismayed to read that the land in which the orchard is situated is now scheduled for sale. A brief period of consultation has taken place, yet the land was listed on the very same day as the deadline for objections - suggesting that objections were not fully considered.</p> <p>I request that the council re-considers and remove the community orchard from the land being sold to preserve a much loved community asset. We will also begin the process of registering the orchard as a community asset.</p> <p>I sincerely hope TMBC will reconsider this sale, in the meantime I am liaising with our community partners, ward councillors and members to consider what further action</p>

	<p>might be appropriate.</p>
<p>38.</p>	<p>We are requesting that the sale of land at Greaves Street and Cross Street, OL5, currently used as a community orchard is halted and the land is withdrawn from the auction on April 25th.</p> <p>Why is this important?</p> <p>We have been dismayed to read that the land in which the orchard is situated is now scheduled for sale. A brief period of consultation has taken place, yet the land was listed on the very same day as the deadline for objections - suggesting that objections were not fully considered.</p> <p>We request that the council re-considers and remove the community orchard from the land being sold to preserve a much loved community asset. We will also begin the process of registering the orchard as a community asset.</p> <p>As you may be aware, with the agreement of the Mossley Town Team, ward councillors and the participation of TMBC staff, Operation Farm has been working with a number of local organisations including Abundance Tameside, Digging Tameside, Mossley Makes, Incredible Edible Mossley and 1st Mossley Scouts as well as a great deal of local people, to establish a community orchard on this site.</p> <p>Eight fruit trees were originally provided by TMBC with the proviso that Operation Farm maintain the site and develop it further. A grant from the District Assembly in 2015 through the Digging Tameside initiative funded nine mature fruit trees. These and hundreds of daffodils were planted last March by over 50 volunteers from Operation Farm, Abundance Tameside, Incredible Edible Mossley, Mossley Makes and 1st Mossley Scouts. Two weeks ago further funds (from Frank Travis) paid for 12 soft fruit bushes to create an edible hedge. 21 volunteers turned out on one of the most miserable days of the year to plant and weed. In addition Litter Bugs volunteers regularly litter pick the area and clean the rubbish tip at Cross St.</p> <p>In 2015/16 a lease was being drawn up by TMBC led by Julie Stringer but her post has since been made redundant and the lease process seems to have stopped. However a clear maintenance and development plan is already in place for the orchard which will ensure that it continues to be a community asset promoting connection to nature, ownership and pride and ensuring local food security.</p> <p>We also feel that as land on the main route into our town that the orchard, along with the flower bed that is maintained by 1st Mossley Scouts, provides a statement that we are an active community with pride in our green spaces.</p> <p>We sincerely hope TMBC will reconsider this sale, in the meantime we are liaising with our community partners, ward councillors and members to consider what further action might be appropriate</p>
<p>39.</p>	<p>It has been brought to my attention that Tameside Council are planning to auction the land on Spring Street, Mossley that is currently being used as a carpark and public garden.</p> <p>I am writing to you to voice my concern and to make my objection to this clear. Although I do not currently drive, my fiancée and I often have guests who do drive, usually driving approximately 115 miles from Tyneside and Northumberland to visit us. When they arrive, there is usually very limited in street parking, leaving the Spring Street carpark as their only option.</p> <p>That brings me on to my second point, parking is very much at a premium already around our streets. Almost all the time, there is someone parked on the street just outside my house. This makes accepting deliveries etc. rather difficult. Removing the carpark at Spring St. would make this even more common. I've also read that fines are being considered for drivers who park on kerbs. Where will anyone park if the carpark is lost? Again, please reconsider selling this plot of land.</p>

	<p>I wish to air my objection to Tameside M.B.C. who want to sell parcels of land in Mossley one in is Cosgrove Gardens which is where children play mothers can watch their children play in relative safety. Another is and the land between Greaves Street, Cross Street and Stockport Road which is a community orchard. I would like to object to the sale as in Mossley we have very little recreation land in our town. Mossley needs places like this as we lose green and recreation land it is just council/corporate vandalism with no regard for residents views or feelings. Mossley over the few years has expanded in terms of housing and population the council have not improved the infrastructure we don't have the road space we have cars are parked on pavements all over Mossley. There are no new schools to accommodate the new people who come to live here overcrowding in the schools is the only answer today. Ashton Under Lyne has a building that use to be Tameside theatre I have no idea how much per year the maintenance on this building is in my opinion the council should realise this asset. The sale of Tameside theatre would bring in a lot more than the small parcels of land that the council propose to sell in Mossley.</p>
40.	<p>Subject: Land for sale in Mossley</p> <p>I am writing to object to the imminent sale of land in Mossley. In particular I would like to object to the sale of Cosgrove gardens, the area on Stockport road where the orchard is, and the carpark and gardens on spring street. Cosgrove gardens is a well used area for families (as it always has been over the generations, I can remember playing there as a child 25 years ago) and the whole community. It is also a scenic area of our town and the building of houses or similar here would be an eye sore. I also believe the gardens were given to the people of mossley to use, not to tameside council to make a quick buck.</p> <p>The land on Stockport road is already being used by the community (people have volunteered and planted an orchard and fruit bushes here). It is a pleasant open space which can be enjoyed by many, and gives character to the town. The flower bed at the bottom looks particularly special in spring and autumn. Once again, houses or buildings here would be an eye sore and be a great loss of character to the town, not to mention the efforts of those who have planted bushes and trees only a few weeks ago. The carpark and gardens at spring street are well used. The school nearby needs this parking for parents to collect their children. This area is busy enough at 3.30pm with the carpark, and would frankly be dangerous if it was removed. Mill lane is used as a rat run and by increasing the amount of cars parked on curbs etc, it will only be a matter of time until a child is knocked over. The building of more houses or fits here would also increase the number of cars in the area at the same time as reducing parking provision. The gardens have rarely been maintained by the council, and when residents have enquired about tidying them up themselves they have been told to leave it as it is! Last time the gardens were tidied up they were well used by residents, such as my brother, and their friends. It is only now they are overgrown that we are unable to make use of them. I am sure that if this site was taken off the list residents and the local community would have no problem in maintaining these gardens thus reducing the amount of money needed by the council to upkeep the area. The same applies to Cosgrove gardens and is already happening at the Stockport road orchard. I appreciate that the cuts enforced on the council by the wonderful Tory government have left the council with some difficult decisions to make, however I feel that the loss of these areas would be a drop in the ocean compared to the money needing to be saved, but would come at a high price to our community. Once these areas are gone, they are gone. The council will still be in debt, so no-one wins. Please do not sell this land.</p> <p>Finally, the lack of public consultation around the selling of this land is unbelievable. I know one resident of spring st who a few years ago enquired about purchasing or leasing the land and even he hasn't been told it was for sale! Had someone not noticed what was going on and published your plans on social media, the voices of the people in our community would never have been heard. To try to sell land without the</p>

	<p>knowledge of the people it directly affects is at best rude, and not the actions of a council that values its constituents. Once again, please take this land off the auction list and safeguard it for future generations.</p>
41.	<p>To who it may concern, I'm e-mailing regarding the sale of the garden and car park on spring street mossley, This would be a nightmare for locals and the local area, at the moment parking is bad enough, The car park also takes cars from vernon street and cars from Milton school at dropping off and picking up times making it very dangerous on mill lane. The garden area is also used by me and my neighbours and if it was properly maintained others would use as well, its very pleasant when its sunny. I'm hoping you will have second thoughts about selling this area and remove it from the auction, Once its lost there's no getting it back.</p>
	<p>Subject: Photos of Spring Street Car park used by school parents I am not saying I would prefer a green space to be built on (such as Greaves Street or Cosgrove Gardens) above the Spring Street Car Park, I really would rue it if we lost either of those two green spaces, as would the school children, and wider mossley society. I merely include these pictures to show that Spring Street car park is in use by school parents every day. Both pictures were taken this afternoon (31/03/2017) The first shows the cars just before school-out time at 3.10 with the car park full with parents' cars waiting to pick up their children. You'll notice that some parents use the central areas as well, and one is even just parked in the only entrance to the car park. This is on top of the extremely crowded main road along Mill Lane adjacent. The second photo I took at 4 o'clock, after the parents had picked up the children. I'm certainly not suggesting that they're the only users of the car park, however, I've heard from a neighbour who said they recently witnessed a car accident with a child, even with the overflow of the car park. I really don't want to see the Greaves Street site, or the Cosgrove gardens sites built on, I might even prioritise the conservation of those spaces over this one, I merely include this information regarding Spring Street car park, to illustrate the nature of the safety hazard removing this car park would pose.</p>
42.	<p>Subject: Mossley's Green Spaces When we moved to Mossley in 1988, our intention was to stay here for a couple of years and then move on. Nearly 30 years have passed and we are still here. I am Scottish, my husband is a Geordie but my children have lived here all their lives and my daughter is now buying a house in the town. Why did we stay? We stayed because the people here, although sometimes annoying, are enthusiastic, friendly and creative. Simply put, they are caring people. How do I know this? I know this because I was an Early Years Teacher at one of our Mossley schools, Milton St. John's, for twenty years where my involvement with the community was extensive. I was especially keen to ensure that the little people I taught felt proud of every aspect of the place/community that they lived in and that led to lots of visits around the town to meet with local people. Many of these people don't have vast quantities of money - I don't suppose that they'd live here if they did. But they get out and about and utilise our green spaces. We live near Mossley Park and, if our attic window is open during the weekend or during the school holidays, I hear the sounds of children having a whale of a time there, forming bonds that hopefully will ensure that the very essence of this town will remain unchanged long after we are gone. People need meeting places, friendships are struck up through sitting on park benches, having an allotment, parking your car in a little car park and chatting to the person who parks beside you every day, getting involved in small community projects with people of all age groups. It is so hard</p>

	<p>to believe that so little emphasis is put on 'community' - where would we be without it? Please leave us with the little green areas that we have. They are good for the soul and they keep us happy. They are a legacy that we can pass on to our children and our children's children. Once they are gone, we cannot get them back.</p>
	<p>Reference: Objection to sale of Greaves Street and Cross Street land, I write in connection of the proposed sale of the above land. I have examined the plans and know the site well. I wish to object strongly to the sale of this land at this location. Firstly I have not been consulted at any point and have not been formally notified of the potential sale of this land, which would have a direct impact to my property. Any potential development on this site would fail to respect the form of the traditional terraced frontages which characterise the rest of Greaves Street and the area generally.</p> <p>The proposed site is green space and particular ill considered: it is used by many people in the community for recreation and walking dogs and potential development on the site would affect wildlife and the well-being of the people in the community. In accordance with Policy OL4, the sale of the land and any potential development would diminish the character of the area and remarkable views.</p> <p>I recognise pressure for development in the area, however selling this green space is not a sustainable solution. Many young professionals are interested in moving to Mossley because of the green space and fields; continuous developments will deter them, further impacting the economy. The Greaves Street site is prominent to the area's character and a striking feature to those visiting the area, which should be protected.</p> <p>I look forward to your response and hope my views and those of the community are taken into strong consideration.</p>
43.	<p>Subject: Selling off pieces of land in Mossley I am aware that Tameside along with all Local Authorities is facing massive cuts which are imposed by the government . All of which is extremely difficult to deal with . However selling off small parcels of land in Mossley is like 'spitting in the wind' . Taking the green spaces which are part of the lungs of the town.</p> <p>Mossley is a active community which cares for the town , its inhabitants and the environment in which we live . I particularly am concerned about the selling of Cosgrove Gardens which was gifted to the people of Mossley by Tommy Cosgrove for recreation . These gardens have been used extensively by the community . A playground for the imaginative play by many generations of children including my own . A quiet place to sit and enjoy the surroundings and as I found and excellent safe place to exercise after 2 hip replacements.</p> <p>These gardens are a place for social gatherings , alongside replenishing mental and emotional health for all ages and abilities. They are also a habitat for wild life. All of which is vital for healthy lives.</p> <p>With this in mind will you remove the gardens from the sale of land ?</p> <p>Cross Street site : This is situated on one of the main roads into and out of Mossley . There giving a positive impression of the town. Again a place for wildlife as well as recreation and sitting in a pleasant place. The environment in which we live is crucial to our health and wellbeing .</p> <p>Again with this in mind will you remove this site for the sale of land ?</p>

44.	<p>I would like to express my objection to the proposed sale the car park on Spring Street, Mossley (off Mill Lane), on the following grounds:</p> <ul style="list-style-type: none"> • the sale is not in the best interests of the community • the sale for development will increase congestion to the local area, which is already beyond sustainable capacity • the sale for development will increase the risk to the safety of young children at the nearby school, Milton St John, due to the increased traffic • the sale for development will have a negative effect on social wellbeing due to the lack of open space <p>The benefit of the sale of the land would be negligible compared to the negative impacts.</p> <p>The above points also relate to the sale of green space on Carhill Road.</p> <p>I firmly believe that the sale of open / green space is not in the interest of the community, and will only be detrimental to community cohesion.</p>
45.	<p>I would like to express my objection to the proposed sale the car park on Spring Street, Mossley (off Mill Lane), on the following grounds:</p> <ul style="list-style-type: none"> • the sale is not in the best interests of the community • the sale for development will increase congestion to the local area, which is already beyond sustainable capacity • the sale for development will increase the risk to the safety of young children at the nearby school, Milton St John, due to the increased traffic • the sale for development will have a negative effect on social wellbeing due to the lack of open space <p>The benefit of the sale of the land would be negligible compared to the negative impacts.</p> <p>The above points also relate to the sale of green space on Carhill Road.</p> <p>I firmly believe that the sale of open / green space is not in the interest of the community, and will only be detrimental to community cohesion.</p>
46.	<p>Subject: Mossley land sell off</p> <p>I perfectly understand that the council have had their budgets cut and that you need to find money to keep services going but I am very disappointed that you have chosen two pieces on non prime green land in mossley to sell which have been used and looked after by mossley residents for many years.</p> <p>I find it disturbing that even though you claim to be struggling because of budget cuts that whilst reading the reporter a couple of weeks ago that there is a plan in place to sell the land stalybridge Celtic is built on and use the money to build them a new stadium on brown land in stalybridge this at a staggering cost of 2.5 million so please don't tell me that you are skint if you can do that.</p> <p>If that plan doesn't come off I hear that the council are then going to build them a two tier social club that's without selling their land off where is that money coming from ??</p> <p>I am always supportive of the council but feel mossley is always bottom of the pile if the sale of this land goes ahead I plan to protest in anyway I can to safeguard our very rare green space.</p> <p>Wanda mossley resident</p>

47.	<p>wendy macdonald</p> <p>Subject: Car Park and Garden on Spring Street, Mossley</p> <p>I write to ask you to remove the above from sale by auction.</p> <p>I live on Spring Street and the parking available is already stretched. I own a large car as my husband is disabled and needs to be able to get in and out of a vehicle easily. We also need to be able to park reasonably close to our home.</p> <p>If the car park is no longer there this will create huge difficulties for everybody who lives here. There are more cars than houses on Spring Street and there will not be enough spaces. This will cause congestion on Mill Lane as people will be forced to park on the pavement.</p> <p>Many parents drop off and collect their children from Milton School on Mill Lane and there is always huge congestion at these times. Without the car park it will be almost impossible to move.</p> <p>The car park is always completely full in the evening when residents return from work, in fact if you arrive home after 6pm it is very difficult to get a space anywhere in the vicinity. Selling the car park will exacerbate this situation.</p> <p>The garden at the end of the car park is a lovely haven for all sorts of birdlife, it's a shame it gets so overgrown because it's such a peaceful place to sit. The berries on the bushes surrounding the car park and in the little garden feed the birds throughout the winter and the bushes themselves are good cover for the little birds like blue tits and robins.</p> <p>Please reconsider selling this area. It would be a huge loss to the residents and birdlife of Spring Street.</p>
48.	<p>Subject: Cosgrove Gardens Carrhill Rd Mossley</p> <p>I write to express my grave concern that Cosgrove Gardens, Carrhill Rd, Mossley is on the list of land up for auction as part of the TMBC Corporate Policy for Disposal of Council Owned Land for selling surplus or under-utilised or wasted land. Cosgrove Gardens does not fulfil any of the criteria.</p> <p>Tameside Council maintain the land with regular grass cutting. New trees have been planted.</p> <p>It is most certainly used by members of the neighbourhood.</p> <p>I have no garden attached to my house, so Cosgrove Gardens is my only green area. Neighbours will often join me bringing cups of tea and cake. It's that kind of place. There have been organised social gatherings where neighbours have been able to meet and chat with each other and appreciate the Gardens as a valuable asset.</p> <p>I organised the children in the area to come together and plant poppies to commemorate the start of WW1.</p> <p>I would urge you to remove Cosgrove Gardens from the list immediately.</p>
49.	<p>Cosgrove Gardens, Carrhill Road Mossley.</p> <p>I write with reference to the council decision to place Cosgrove Gardens, on Carrhill Road, Mossley OL5 0QT, on a list of possible pieces of land to sell. I have been liaising with the councillors cc'd into this email, and councillor Sharif has informed me of the outcome of their meeting with you last night to discuss this matter and that of land on Greave Street, Mossley too. I wish to register my serious concern and dismay at this decision, and that of other local people too. My knowledge of the land at Greave Street is not detailed so I will concentrate on Cosgrove Gardens. My understanding is that Cosgrove gardens has been placed on this list as part of the TMBC Corporate Policy for Disposal of Council Owned Land as part of a process of selling surplus or under-utilised or wasted land - which is intensifying due to staggering government cuts. But Cosgrove gardens is none of these things. It is not surplus, it is not under-utilised and it is not wasted and I and the undersigned wish to make the case for having it removed from the list immediately. This land is in full and consistent use by the community and there is already an outcry at the very possibility it could be sold.</p>

	<p>Making the Case</p> <p>We believe the gardens have existed for at least 50 years since being bequeathed to the town by a plumber of the surname Cosgrove. The gardens belong to the people of Mossley. Work is being undertaken by us to clarify this. Several generations of children have grown up playing in the gardens - there used to be swings and a slide. Some of those people remain and their children and grand-children now do the same. The park is very well used by local people. It is a safe space for children to play and is a place of respite and calm for both children and adults. It is safe for older people too - indeed for some local older people it is the only green space they can access because of mobility issues - its a lifeline for them. It is a positive community space and makes a significant contribution to the mental well being and health of local people. Several times a year the local residents organise self contained family events and picnics which bring different generations together. The views from the gardens across the town are open and stunning - it is a lovely cultural feature of the town and part of Mossley's rich heritage - all of which would be lost forever if it was sold The trees, the grass, the fencing, the paths and the litter bin are all maintained by council teams. New trees have been planted in the last ten years, hundreds of bulbs and flowers too - by children from Milton St. John's School. Last year the whole community came into the gardens to plant poppies to mark the war commemoration. The gardens are under consideration for orchard planting - which would involve and engage local children and young people. The gardens are home to birds, bats, badgers, squirrels and foxes, and owls - this proximity to nature is vital and important for some children who very rarely leave the town - it is a little haven worthy of protection. There is no record of anti-social behaviour or litter in the gardens. It is a respected and well treated space. It is not an eyesore it is a hidden gem. There is already an issue with traffic hurtling at too high speed onto Carrhill from Stockport Road. The fenced off gardens offer a protected space for even very young children to play safely. Pets are safe to If the land were sold it would lead to residential development which would intensify traffic issues. Such development would force a new blind junction into a road where traffic is already accelerating up and down a steep hill. This would be very dangerous Pictures of the gardens being used and enjoyed by the community are attached. In summary, and in providing the above background and evidence, we, as a community, request in the strongest possible terms that Cosgrove gardens are removed from the 'for sale' list immediately. Far from being surplus, wasted and under-utilised these gardens are a community asset which are valued extremely highly by the local community. In a period of unprecedented building and development in Mossley this is an important recreational green space which must be preserved and protected. Indeed given the chance we would like to enhance and reinvigorate the gardens. Communities need all the help they can to find a focus for engagement and cohesion and spaces like Cosgrove Gardens make a powerful contribution to achieving this. We want the local authority to work with us instead of unwittingly against us - to have the gardens taken away would be a travesty - like having the community ripped out from under us. As well as mine I have attached the names and details of local people with whom I have discussed these issues and who wish to put their name to this email/letter. Some images of the gardens being used and appreciated are also attached.</p>
50.	<p>I know you have had a lot of contact recently regarding the sale of land in Mossley and I would like to add my voice. I attended the recent meeting at the community centre and am particularly concerned about the land at Cross Street and Cosgrove Gardens. I can not understand the manner that this has been done, why residents were not involved from the start , as if we would not have an opinion or notice what was being done.</p> <p>I am aware that government austerity measures, with which I disagree, have led to this position. Having worked with people with disabilities I am also aware of the struggle to provide care. Selling land needed by community, including older people who benefit from social contact, as well as being essential for nature and the environment, is not an</p>

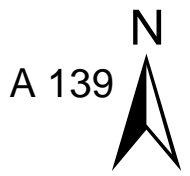
	<p>answer. Selling land is a short sighted solution to a problem that requires long term , real solutions and a challenge to government.</p>
51.	<p>On behalf of local Mossley residents, we are submitting this petition to ask that Mossley Spring St Community Carpark and adjacent garden be taken off the 'for sale' list forthwith.</p> <p>The petition is attached to this email and a photograph of some of the local residents and friends who cleared the garden and car park of overgrowth and rubbish. You can read why it is important to all those who chose to sign, and why it is crucial to keep the car park and garden by reading the text from the petition or following the petition link, both below.</p> <p>We understand you are under pressure due to cuts from central government but we believe we need this safe car parking space for our community and we also believe safety is paramount for the school children and parents during the school run to Milton St Johns primary school.</p>
52.	<p>I am writing to voice my concern over the sale of 'wasted, surplus or under-utilised land' in Mossley. I understand that the Council plan to auction several parcels of land for sale very soon. Whilst I can agree that some areas are unused open space and I understand the need for Council funding and housing strategies to be met, however some of the areas listed are essential community spaces and should not be included in the Auction.</p> <p>I agree that the land at Nield street (Pugh lot 056) and to a lesser degree Stamford Road (Pugh lot 093) are not used for any fixed purpose and would be appropriate for sale and potential development. However the land between Carhill Road and Stockport Road (Pugh lot 047) and the land at Greave Street and Cross Street (Pugh lot 052) is NOT 'wasted, surplus or under-utilised' land. The land between Carhill Road and Stockport Road forms Cosgrove Gardens and is a public space that was historically gifted to the people of Mossley. This park is a well used, respected and important community asset. Large areas of the land at Greave Street and Cross Street is a community open space that has been managed by local residents as a community orchard. Local people value both of these communal spaces, with Cosgrove Gardens in particular providing a vibrant community space for children to play in and offering calm respite for people of all ages.</p> <p>If you take away these community spaces, you will remove the very tools for the local community to grow and thrive.</p> <p>I ask that Council think carefully about the proposals for land sale and reconsider on the spaces that are clearly important to the local Mossley community. The small financial gain from the sale of these land parcels will be massively overwhelmed by the loss to community.</p> <p>I look forward to your response on this matter.</p>

53.	<p>Subject: Sale of public land at Spring Street Mossley.</p> <p>I am very disappointed with the outcome regarding Spring Street. What plans do the council have regarding safety issues on Mill Lane, I have lived here for less than a year and have witnessed a number of near misses of children nearly hit by cars due to a lack of parking. Lots of parents use this car park for dropping of there children, if they can't, the congestion down Mill Lane will be increased significantly. This decision is putting children's safety in much greater danger, this is a reckless decision by the council.</p> <p>On a second note, what plans have the council put in place for parking on Spring Street and the surrounding areas. There is already a major lack of parking witch cause resident from other streets such as Vernon Street to use the car park. If we loose this much needed asset to the area it will inevitably cause tension between local residents.</p> <p>I strongly recommend you look at these issues again. The impact on the community will be catastrophic!</p> <p>I understand that the council has been given massive cuts and have to take actions but I strongly do not believe this to be the right decision. This land does not cost the council anything as they have not maintained it for a long period of time. If it means the car park and garden not being sold all the local residents don't mind maintaining it ourself.</p>
54.	<p>I know you have had a lot of contact recently regarding the sale of land in Mossley and I would like to add my voice. I attended the recent meeting at the community entre and am particularly concerned about the land at Cross Street and Cosgrove Gardens. I can not understand the manner that this has been done, why residents were not involved from the start , as if we would not have an opinion or notice what was being done.</p> <p>I am aware that government austerity measures, with which I disagree, have led to this position. Having worked with people with disabilities I am also aware of the struggle to provide care. Selling land needed by community, including older people who benefit from social contact, as well as being essential for nature and the environment, is not an answer. Selling land is a short sighted solution to a problem that requires long term , real solutions and a challenge to government.</p> <p>I hope there can be debate about these issues and land, known to benefit health and reduce care needs, can be left alone.</p> <p>I appreciate the time and effort you are putting in to this situation and hope there will be a reasonable solution and that this sale will not go ahead.</p>
55.	<p>I live on Mill Lane and I am incensed at the proposed selling of Spring St car park, amenity space and gardens. This space was given to the people of Mossley back in 1987 by the council who saw the need for it back then! If this carpark is built on, residents will have nowhere to park and Mill Lane will become the car park. Have you used this very busy road? Milton St.John's Primary is a few metres from Spring St and Mill Lane itself is a very busy cut through for Bottom Mossley. Add extra cars and we are looking at congestion, potential accidents and more importantly a great risk to the children and parents going to and from school daily.</p> <p>During winter, this very steep road is a nightmare, often being closed due to snow and ice. As residents, we all pull together to grit it and keep it as safe as possible. Every year, someone's car is damaged and there are road accidents. But this will be impeded further by anymore parking along the road. Residents cars have to go somewhere! As well as the carpark, Spring Gardens is the only community space left for residents to use as Spring St, Vernon St and Archer St properties do not have their own gardens.</p> <p>Once these sites have been built on, there is no going back! The council have been trying to get their hands on Brookfields for years (the mature,wooded area behind Spring St). I have lived here for over 20 years and have to keep fighting to keep these green spaces. It is our duty to fight for precious land for future generations. Revenue</p>

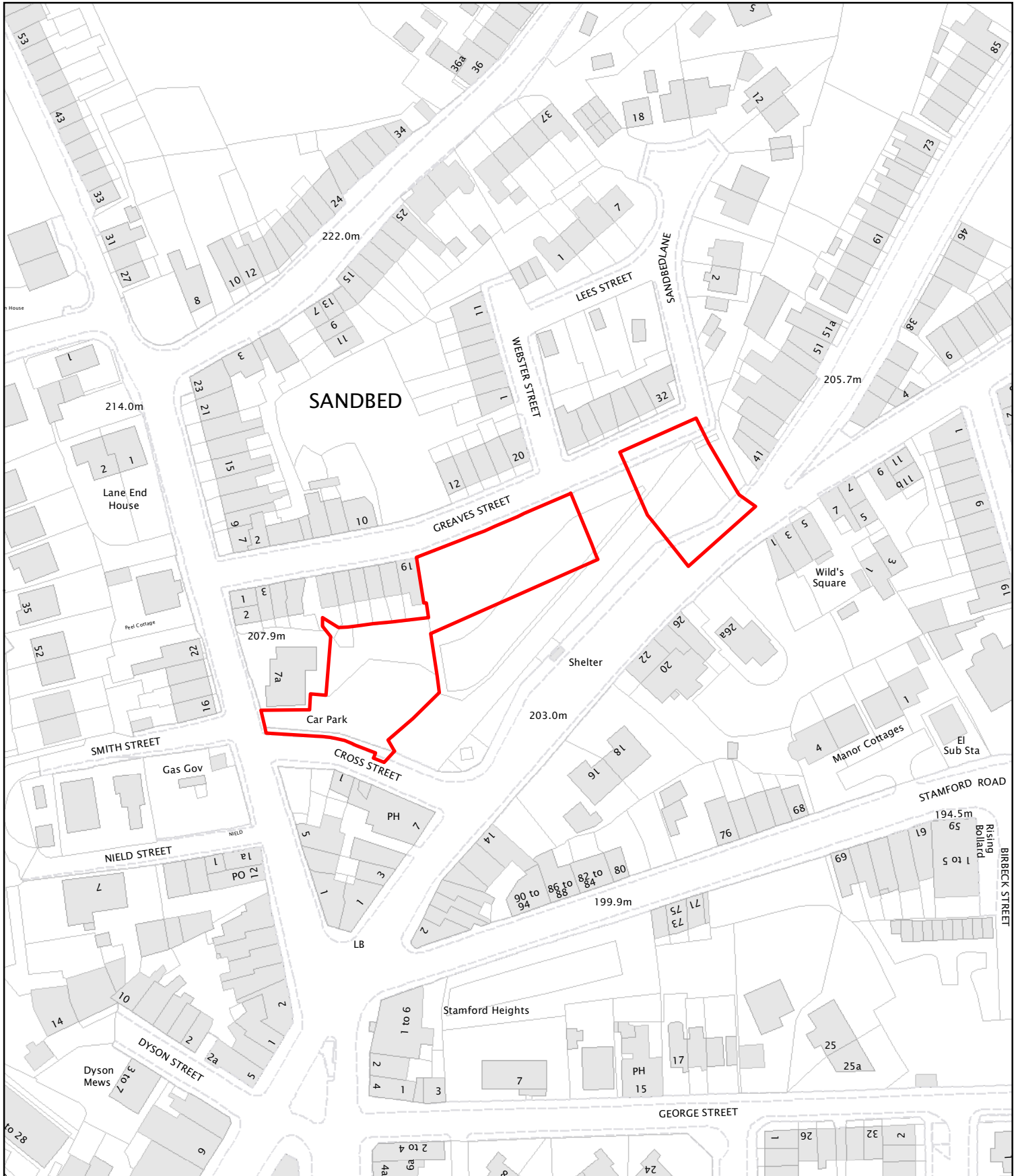
	<p>for small sites such as Spring St, Cosgrove gardens and Greaves St community orchard are but a drop in the ocean for TMBC, but are VITAL and NECESSARY for Mossley residents. Mossley Town Council are more than willing to take on these areas if the council are concerned at the cost of keeping them. (However, Spring St was built to last...ironically, and costs nothing to keep. Residents attend the gardens and trim any vegetation.)</p>
36	Petition

The screenshot shows a web browser window displaying a petition on the 38 Degrees website. The URL is https://you.38degrees.org.uk/petitions/save-mossley-community-orchard. The page header includes the 38 Degrees logo and navigation links for 'Start a Campaign', 'News', 'Donate', 'More', and 'Log in'. The main heading is 'To: Tameside Metropolitan Borough Council' followed by 'Save Mossley Community Orchard' in large orange text. Below this, it states 'Campaign created by Rachel Summerscales'. The main text of the petition reads: 'Thank you so much for signing the petition to Save Mossley Community Orchard...all 1,300 of you! The good news is that following a Tameside Council meeting yesterday at which the petition, supporting emails and a raft of photos of community investment and involvement in the orchard were presented...the site has been withdrawn from the auction! The next step is that we as a community need to discuss the future of the orchard and the wider Greave St greenspace and convince TMBC that the space is a valuable community asset. So, if anyone is local and can come along to the next volunteering session on Sunday April 23rd from 10am - 1pm for some celebratory weeding and litter picking then please do :-). Meanwhile we will leave the petition open as it is still being shared and names added and you never know when we might need to call on it agin eh? Thank you all again for your support, Rachel and the Greave St Gang.' On the right side, there is a success banner that says 'This campaign was a Success!' with a ribbon icon, and a progress bar showing '1,329 of 2,000 signatures'. Below the progress bar is a 'Sign the petition' form with fields for 'First Name *', 'Last Name *', 'Email *', and 'Postcode *', and a red 'SIGN' button. A disclaimer below the button states: 'Your personal information will be kept private and held securely. By submitting information you are agreeing to 38 Degrees keeping you informed about campaigns and agree to the use of cookies. Privacy policy'. At the bottom of the page, it says 'LAST SIGNED BY:'. The Windows taskbar at the bottom shows various application icons and the system clock indicating 14:15 on 21/04/2017.

Land at Greaves Street & Cross Street Mossley



Area: 2235 sq m



1:1,250

SD9702NW



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Plan prepared by Bill Boaden 20/7/2017



Estates & Asset Management Unit
c/o Dukinfield Town Hall
King Street
Dukinfield
SK16 4LA

Daniel Howard

From: Daniel Howard
Sent: 04 October 2017 10:48
To: Councillor Jack Homer; Councillor Tafheen Sharif; Councillor Frank Travis
Subject: CA17 Land at Greaves Street and Cross Street Mossley - ACV Nomination
Attachments: 246666 - Greaves St and CrossSt ACV app.docx; 246667 - Plan Greaves StCross St.pdf

Categories: Egress Switch: Unprotected

Dear Councillors

The Council has received a nomination that land and buildings at Greaves St and Cross St, Mossley be included on the Council's list of Assets of Community Value. I attach a copy of that nomination for your consideration.

The nomination has been made by Mossley Town Council.

The legislation states that the Council is required to consider nominations within 8 weeks from receipt of a valid nomination and must register the land or buildings as an ACV if, in its opinion –

- (a) an actual current use of the building or other land that is not an ancillary use furthers the social wellbeing or social interests of the local community, and
- (b) it is realistic to think that there can continue to be non-ancillary use of the building or other land which will further (whether or not in the same way) the social wellbeing or social interests of the local community (section 88(1) Localism Act 2011)

If a building or other land in a local authority's area that is not land of community value as a result of the above, the land is of community value if the Council is of the opinion that—

- (a) there is a time in the recent past when an actual use of the building or other land that was not an ancillary use furthered the social wellbeing or interests of the local community, and
- (b) it is realistic to think that there is a time in the next five years when there could be non-ancillary use of the building or other land that would further (whether or not in the same way as before) the social wellbeing or social interests of the local community (section 88(2).)

The nomination will be considered by the Borough Solicitor who must decide, having regard to the above definition of community land, whether or not the land is community land which must be included on the Council's register of ACVs.

As Ward Councillors for the ward in which the land/building is situated I would welcome any comments you have on this nomination.

Please be aware that the land can only be land of community value if the Council is of the opinion that it meets the definition contained in either s88(1) or s88(2) of the Act. Please therefore try to ensure that you have regard to this legislation when making any comments.

Please note that concerns about the possible over-development of the area and the protection of wildlife are matters which fall to be addressed in the context of planning law relating to development control, and they fall outside the ambit of the ACV provisions. Similarly it is irrelevant whether the nominator may be motivated by a desire to preclude development on the nominated asset. Again this is a matter covered by planning law and not something to be considered when deciding whether the land is land of community value.

Further information on ACVs and the effect of land being included on the Council's register of ACVs can be found on <http://www.tameside.gov.uk/assetscommunityvalue>

Yours faithfully,

Daniel Howard
Corporate Lawyer
Legal Services
Governance
Governance and Pensions

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*"Sharing ordinary
time to make an
extraordinary
difference"*

LS - 003937/00246681

Daniel Howard

From: Daniel Howard
Sent: 04 October 2017 10:47
To: Ian Coulson; Ade Alao; Bill Boaden
Subject: CA17 - Nomination for Land at Greaves Street and Cross Street Mossley to be listed as an Asset of Community Value
Attachments: 246666 - Greaves St and CrossSt ACV app.docx; 246667 - Plan Greaves StCross St.pdf
Categories: Egress Switch: Unprotected

Ian, Ade and Bill,

We have received a nomination for land at Greaves Street and Cross Street Mossley be listed as an ACV. I attach a copy of that nomination.

As the nomination is made on behalf of the parish council for land in its area, the nomination is valid.

The nomination indicates that the land has been put up for auction. I assume it will now be withdrawn until this nomination is determined.

I am required to notify the following of the nomination

- (a) a parish council if any of the land is in the council's area;
- (b) the owner of the land;
- (c) where the owner is not the freeholder—
 - (i) the holder of the freehold estate in the land; and
 - (ii) the holder of any leasehold estate in the land other than the owner; and
- (d) any lawful occupant of the land.

I understand that this is Council owns the freehold

Can you please confirm whether any part of the land is leased. If so please identify who the lease holder is.

Please also identify any occupier of the land.

Bill could you provide copies of any leases relating to any part of the land. Could you also supply an ordnance survey map with the land highlighted in red.

Ade/Ian the legislation states that land is land of community value if in the opinion of the Council: (a) an actual current use of the land that is not ancillary use furthers the social wellbeing or social interests of the local community, and (b) it is realistic to think that there can continue to be non-ancillary use of the or land which will further (whether or not in the same way) the social wellbeing or social interests of the local community.

If the Council is not of the opinion that these criteria are met then the land will be listed as an asset of community value if in the opinion of the Council; (a) there is a time in the recent past when an actual use of the land that was not an ancillary use furthered the social wellbeing or interests of the local community, and (b) it is realistic to think that there is a time in the next five years when there could be non-ancillary use of the land that would further (whether or not in the same way as before) the social wellbeing or social interests of the local community.

With this in mind can I have your comments on the nomination. In particular could you provide the following information

1. What (if any) is the actual current use of the land which is not ancillary use?
2. Is there any ancillary use of the land?
3. If there is none ancillary actual current use of the land does this in your opinion further the social wellbeing or social interests of the local community?
4. If there is none ancillary actual current use of the land which furthers the social wellbeing or social interests of the local community is it realistic to think that there can continue to be non-ancillary use of the school and playing fields which will further (whether or not in the same way) the social wellbeing or social interests of the local community?
5. Has there been a time in the recent past when there was actual use of the land which was not ancillary use?
6. If so when was that?
7. What was that actual use?
8. If there has been actual use in the recent past, in your opinion has this use furthered the social wellbeing or interests of the local community?
9. If so is it realistic to think that there is a time in the next five years when there could be non-ancillary use of land that would further (whether or not in the same way as before) the social wellbeing or social interests of the local community.

I await your responses.

Daniel

Daniel Howard

Corporate Lawyer

Legal Services

Governance

Governance and Pensions

[Tameside MBC](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

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"Sharing ordinary time to make an extraordinary difference"

LS - 003937/00246659

Daniel Howard

From: Ian Coulson
Sent: 27 October 2017 11:28
To: Daniel Howard; Ade Alao; Bill Boaden
Cc: Peter McCaughley
Subject: RE: CA17 - Nomination for Land at Greaves Street and Cross Street Mossley to be listed as an Asset of Community Value
Attachments: GreavesStCrossStMos2.pdf

Hello Daniel

Please see my replies in red below but please note that the land was sold at Auction held on 17th October 2017 with completion due within 28 days.

I have replied in respect of the land shown edged red on the attached plan only which is the land which was sold at auction. Is this correct because the Council owns the adjacent land to the South also ?

Ian Coulson

Senior Estates Manager

Asset and Investment Partnership Management
Place

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Tameside Council Offices | Margaret Street | Ashton-under-Lyne | Tameside | OL7 0QQ

Tel. 0161 342 3419

Email Disclaimer <http://www.tameside.gov.uk/disclaimer>



*"Sharing ordinary
time to make an
extraordinary
difference"*

From: Daniel Howard

Sent: 27 October 2017 10:44

To: Ian Coulson; Ade Alao; Bill Boaden

Cc: Peter McCaughley

Subject: RE: CA17 - Nomination for Land at Greaves Street and Cross Street Mossley to be listed as an Asset of Community Value

Importance: High

Ian, Ade and Bill,

Further to my email of 4 October, please can I have any comments you may have about the nomination by no later than 2 November 2017 as when I return from leave I would like to prepare the report for consideration by the Borough Solicitor to ensure the statutory timescale is achieved.

Bill, thanks for confirming ownership and providing the plan.

Thanks

A 145

Daniel

Daniel Howard
Corporate Lawyer
Legal Services
Governance
Governance and Pensions

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LS - 003937/00263903

From: Daniel Howard
Sent: 04 October 2017 10:47
To: Ian Coulson; Ade Alao; Bill Boaden
Subject: CA17 - Nomination for Land at Greaves Street and Cross Street Mossley to be listed as an Asset of Community Value

Ian, Ade and Bill,

We have received a nomination for land at Greaves Street and Cross Street Mossley be listed as an ACV. I attach a copy of that nomination.

As the nomination is made on behalf of the parish council for land in its area, the nomination is valid.

The nomination indicates that the land has been put up for auction. I assume it will now be withdrawn until this nomination is determined.

I am required to notify the following of the nomination

- (a) a parish council if any of the land is in the council's area;
- (b) the owner of the land;
- (c) where the owner is not the freeholder—
 - (i) the holder of the freehold estate in the land; and
 - (ii) the holder of any leasehold estate in the land other than the owner; and
- (d) any lawful occupant of the land.

I understand that this is Council owns the freehold

Can you please confirm whether any part of the land is leased. If so please identify who the lease holder is, A 146

Please also identify any occupier of the land.

Bill could you provide copies of any leases relating to any part of the land. Could you also supply an ordnance survey map with the land highlighted in red.

Ade/Ian the legislation states that land is land of community value if in the opinion of the Council: (a) an actual current use of the land that is not ancillary use furthers the social wellbeing or social interests of the local community, and (b) it is realistic to think that there can continue to be non-ancillary use of the or land which will further (whether or not in the same way) the social wellbeing or social interests of the local community.

If the Council is not of the opinion that these criteria are met then the land will be listed as an asset of community value if in the opinion of the Council; (a) there is a time in the recent past when an actual use of the land that was not an ancillary use furthered the social wellbeing or interests of the local community, and (b) it is realistic to think that there is a time in the next five years when there could be non-ancillary use of the land that would further (whether or not in the same way as before) the social wellbeing or social interests of the local community.

With this in mind can I have your comments on the nomination. In particular could you provide the following information

1. What (if any) is the actual current use of the land which is not ancillary use? – Part of the land is occupied as a free to use car park part is unoccupied and part used as an unauthorised pedestrian pathway.
2. Is there any ancillary use of the land? - No
3. If there is none ancillary actual current use of the land does this in your opinion further the social wellbeing or social interests of the local community?- The current use of the land as part unoccupied and part used as a car park does not in my opinion further the social wellbeing or social interests of the community but that part of the site used as a footpath does.
4. If there is none ancillary actual current use of the land which furthers the social wellbeing or social interests of the local community is it realistic to think that there can continue to be non-ancillary use of the school and playing fields which will further (whether or not in the same way) the social wellbeing or social interests of the local community? – This is not a school or playing field.
5. Has there been a time in the recent past when there was actual use of the land which was not ancillary use? – No not as far as I am aware.
6. If so when was that? N/A
7. What was that actual use? – N/A
8. If there has been actual use in the recent past, in your opinion has this use furthered the social wellbeing or interests of the local community? – Use of part of the land as a footpath has furthered the social wellbeing of the local community in so much as that if it is taken away the public would have to take a longer route to travel from the South to the North of the site.
9. If so is it realistic to think that there is a time in the next five years when there could be non-ancillary use of land that would further (whether or not in the same way as before) the social wellbeing or social interests of the local community.- No

I await your responses.

Daniel

Daniel Howard

Corporate Lawyer

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LS - 003937/00246659

Daniel Howard

From: Councillor Tafheen Sharif
Sent: 29 October 2017 01:29
To: Daniel Howard
Cc: Councillor Frank Travis; Councillor Jack Homer
Subject: Re: CA17 Land at Greaves Street and Cross Street Mossley - ACV Nomination
Attachments: image002.jpg

Hi Daniel

Thanks for the reminder, and this is for your return on the 3rd.

I'd like to inform you that Mossley Councillors are supportive of the ACV for the land at Greaves St and Cross Street as it is used by the community. The area is very condensed and busy as it is.

Particularly I draw your attention to the points raised by residents:

The community have held a town meeting to plan and come together in opposition to the sale, which has now taken place, but for the community the land remains of community value.

People in Mossley are actively wanting to demonstrate that the community can manage the spaces but are not being offered the opportunity to do so.

In addition, it seems that appendix 4.3 of the disposal of land policy states that a community organisation shall set out the benefits to the community and evidence how the community intends to manage and operate the land for the benefit of the community. This opportunity has not been provided.

Are we fulfilling our obligations to residents in Mossley as set out in policies concerning wellbeing and are we meeting the requirements of the proximity of green spaces and play areas to housing - as also supported by recommendations by other agencies such as Fields in Trust, Sport England and the planning authorities.

Historically, there was a children's playground on Greaves Street so clearly there has been a perceived need there. That need is greater now and there needs to be a reassessment of Greaves Street as 'under utilised public assets/ surplus or unused assets'.

Decisions about these spaces need to take into account on their individual merits as opposed to decisions being made by simply adopting a wholesale approach.

I cannot say strongly enough or emphasise how people in Mossley are actively wanting, willing and committed to taking on the management of these community spaces. People are not just fighting for all the reasons why they want to keep these spaces that have already been stated:

the positive effects on the physical health and mental wellbeing,

safe places for children to play,

community spaces that bring people together

and also to lessen the effects on a town that has already had a considerable amount of new development with the subsequent effect on infrastructure and services.

People in Mossley are saying that this is an opportunity to actually enhance what is already there- to champion these spaces as centre pieces for Mossley.

The spaces are ' integral to [the] needs of community ' (3.11)- it is for the community to declare how integral these spaces are.

Therefore:

Having received a nomination the Council has to decide whether it is of the opinion that the land is land of community value. The information provided by the nominator and the owner of the land, it appears that the land does meet the legal definition of land of community value. For that reason I suggest that the land be included in the Councils register of ACVs. **YES**

Whether a land is listed as an ACV depends on how the land is used and whether such use furthers the social interests or social wellbeing of the local community. This information is provided by the nominator (which is a body active in the local community) and the land owner **YES**

(a) an actual current use of the building or other land that is not an ancillary use furthers the social wellbeing or social interests of the local community, and

(b) it is realistic to think that there can continue to be non-ancillary use of the building or other land which will further (whether or not in the same way) the social wellbeing or social interests of the local community (section 88(1))

YES

If a building or other land in a local authority's area that is not land of community value as a result the above, the land is of community value if the Council is of the opinion that—

(a) there is a time in the recent past when an actual use of the building or other land that was not an ancillary use furthered the social wellbeing or interests of the local community, and

YES

(b) it is realistic to think that there is a time in the next five years when there could be non-ancillary use of the building or other land that would further (whether or not in the same way as before) the social wellbeing or social interests of the local community (section 88(2))

YES

- The community car
park provides vital parking provision in
Mossley for residents and others.

Removal of this car parking facility could result in serious road safety issues as it is off busy main road and junctions.

- Nearby Road is used as a busy fast road

- The car park is located approximately half way down this dangerous road thus exacerbating the danger of accidents in both directions.

- There is a strong belief in the community that retention of this parking facility will continue to alleviate the numbers of cars fighting for already very limited parking space on nearby and adjacent streets involving indiscriminate parking and damage to pavements including blocking pedestrian access.

- The community is extremely concerned at the prospect of more cars being forced to park on already full, narrow and busy streets.

- There really is nowhere else to park for residents. The parking facility is not 'wasted, surplus or utilised' land.

- Since the car park was created, car ownership has increased significantly, particularly over

the last 30 years adding even further

pressure. This car park is hugely

important to residents.

- The space near to the car park

provides valuable amenity space

- Some houses have no green gardens of their

own and only limited outdoor space. This

space provides those residents with a

green 'lung' of fresh air away from

the stresses and strains of being indoors.

This aspect is particularly important for

young families, the elderly

and those not

able to walk far.

- In the event of the site being listed as a community asset, the Town Council and local Councillors will, wherever possible and subject to consideration of any detailed proposals for the site, work with and offer assistance to local residents in implementing future proposals for the site.

- There has been widespread opposition throughout the locality to the proposal by Tameside MBC to sell the site by auction.

- The garden adds significantly to their quality of life.

- **In summary, both the car park and open**

space area are highly valued and the site

should be retained for such community

uses.

- Local Mossley Town and Tameside MBC Councillors have received many requests for assurance that the site will not be sold or redeveloped. It has now been sold, with the ACV application pending,

- A public meeting was organised by concerned local residents and was attended by between 120 and 150 residents all of whom were opposed to the sale or redevelopment of the land. A 152

- No representations supporting sale or redevelopment have been received, yet the land has gone to auction and sold for a significantly under-valued price of £40k, the reserve price just being met. A loss to the council and it could be a loss to the community if ACV is not granted.

Please consider the above as part of your determination of the ACV.

With thanks

Taf
Cllr Tafheen Sharif
Sent from iPad

On 27 Oct 2017, at 10:46, Daniel Howard <daniel.howard@tameside.gov.uk> wrote:

Dear Councillors,

Further to my email dated 4 October 2017, I should be grateful if you could let me have any comments as soon as possible. I intend upon my return to the office on 3 November 2017 to prepare the report for consideration by the Borough Solicitor to ensure the statutory timescale is achieved.

Yours faithfully,

Daniel

Daniel Howard
Corporate Lawyer
Legal Services
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LS - 003937/00263995

From: Daniel Howard
Sent: 04 October 2017 10:48

Dear Councillors

The Council has received a nomination that land and buildings at Greaves St and Cross St, Mossley be included on the Council's list of Assets of Community Value. I attach a copy of that nomination for your consideration.

The nomination has been made by Mossley Town Council.

The legislation states that the Council is required to consider nominations within 8 weeks from receipt of a valid nomination and must register the land or buildings as an ACV if, in its opinion –

- (a) an actual current use of the building or other land that is not an ancillary use furthers the social wellbeing or social interests of the local community, and
- (b) it is realistic to think that there can continue to be non-ancillary use of the building or other land which will further (whether or not in the same way) the social wellbeing or social interests of the local community (section 88(1) Localism Act 2011)

If a building or other land in a local authority's area that is not land of community value as a result of the above, the land is of community value if the Council is of the opinion that—

- (a) there is a time in the recent past when an actual use of the building or other land that was not an ancillary use furthered the social wellbeing or interests of the local community, and
- (b) it is realistic to think that there is a time in the next five years when there could be non-ancillary use of the building or other land that would further (whether or not in the same way as before) the social wellbeing or social interests of the local community (section 88(2).)

The nomination will be considered by the Borough Solicitor who must decide, having regard to the above definition of community land, whether or not the land is community land which must be included on the Council's register of ACVs.

As Ward Councillors for the ward in which the land/building is situated I would welcome any comments you have on this nomination.

Please be aware that the land can only be land of community value if the Council is of the opinion that it meets the definition contained in either s88(1) or s88(2) of the Act. Please therefore try to ensure that you have regard to this legislation when making any comments.

Please note that concerns about the possible over-development of the area and the protection of wildlife are matters which fall to be addressed in the context of planning law relating to development control, and they fall outside the ambit of the ACV provisions. Similarly it is irrelevant whether the nominator may be motivated by a desire to preclude development on the nominated asset. Again this is a matter covered by planning law and not something to be considered when deciding whether the land is land of community value.

Further information on ACVs and the effect of land being included on the Council's register of ACVs can be found on <http://www.tameside.gov.uk/assetscommunityvalue>

Yours faithfully,

Daniel Howard
Corporate Lawyer
Legal Services
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