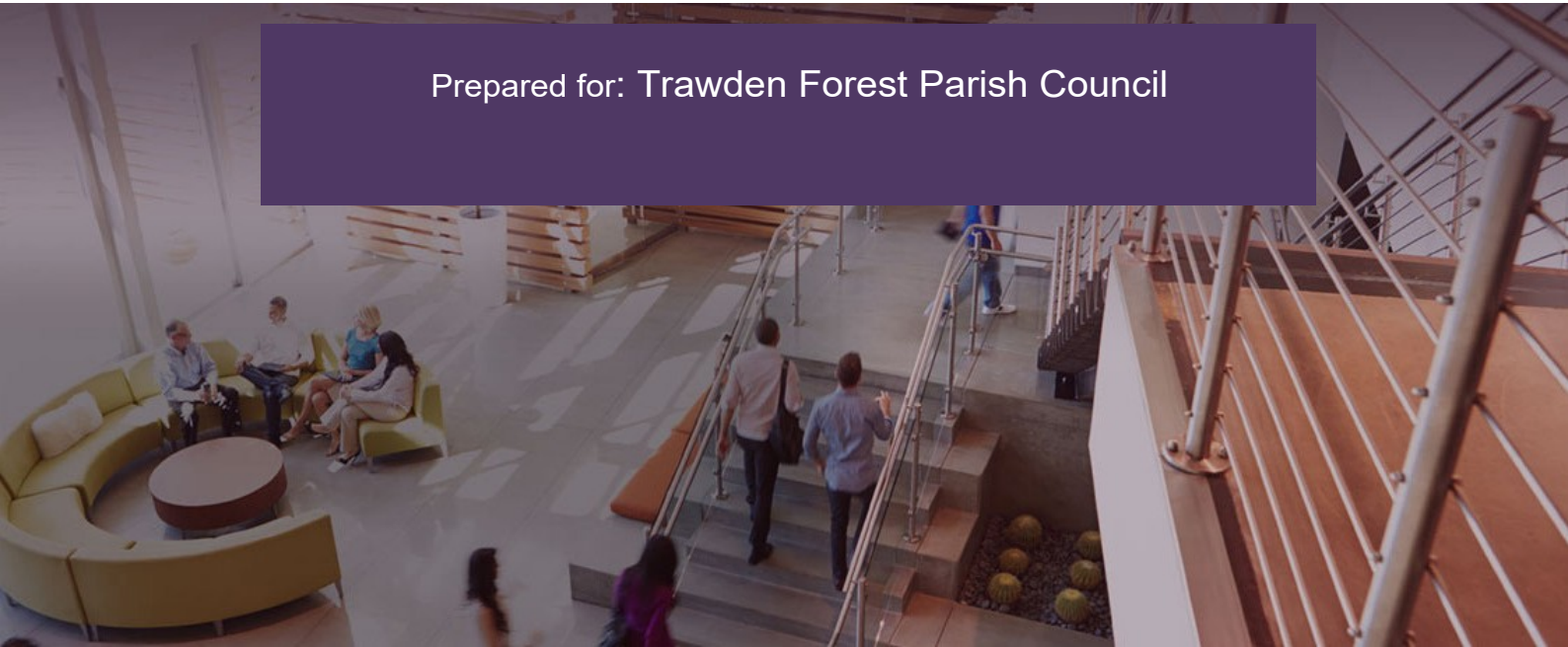


SOLICITORS
FarnworthRose

Report on Land on the north side of Keighley Road
Trawden Colne

Prepared for: Trawden Forest Parish Council



Tel: 01282 695 400

Fax: 01282 691 400

www.farnworthrose.co.uk



Lexcel

Introduction

This report is provided for your benefit only and is to be read in conjunction with the attachments and documents annexed at the end of the report.

The report sets out information contained in the title deeds together with any other information supplied by the Seller. Once you have read through the report in full please kindly confirm to us that you want to proceed. It is essential that you raise any queries or objections as soon as possible.

As we understand it, you intend to use the property for development purposes. **It is essential you read the limitations set out at the end of the report.**

The report is divided into **four sections**. The sections are as follows:

1. Summary
2. Title Information
3. General Information.
4. Limitations

The report ends with a list of next steps.

Please note: we do not inspect the property and therefore **rely on you to bring to our attention anything that you are concerned about** particularly in respect of the boundaries, access to and from the property and any other matters only ascertainable on inspection.

You have previously advised us that you do not require searches. If you have changed your mind and decided that searches are in fact required then please advise us immediately.

1. Summary

Key points to note:

- The land may only be used as public recreation grounds.
- The title is subject to a notice in favour of the Assheton estate in respect of the mines and minerals due to the Honor of Clitheroe.
- The Borough Council hold a lease of water rights. The grantor is believed to no longer exist.

2. Title

The land been transferred to you for £1 by the Borough Council is registered at HM Land Registry under title number LAN80875 and a copy of the Official copy of the register of title is attached.

Please also find attached a copy of the title plan showing the extent of the land edged in red. Please note this records a general boundary not a legal boundary.

This general boundary cannot be relied upon to ascertain the exact line of the boundary and it is outside of our expertise to define the legal boundary.

As the register of title and plan form the deeds to the land we would comment on the same as follows: -

- **Tenure**

The title to the property is Freehold. This means that you will own outright the property and the land on which the property stands free from third party control, subject only to mortgages or other financial charges.

- **Class of title**

The title is registered with "absolute title". This essentially means that there is an unequivocal right of ownership to the owner with no qualification.

- **Manorial Rights**

The register of title notes a unilateral notice in favour of Charles Edward Scrope Yorke and The Honourable John Hotham Assheton.

This notice relates to the rights to the mines and minerals at the land deriving from the ownership of the Honor of Clitheroe. Essentially, the land will formerly have been held copyhold by the Clitheroe estate. This is an old form of land ownership which was common in the middle ages and, is quite common in the area.. This form of ownership is no longer used but on bringing this form of ownership to an end, certain rights were reserved to the lords of the relevant estate. These are often referred to as "Manorial Rights".

These traditionally included things such as sporting rights, fishing rights and more importantly, rights to the mines and minerals at the property.

As the benefit of the rights to the mines and minerals is not otherwise noted on the title, Yorke and Assheton have lodged notice on the title to protect this interest.

It is worth notice that whilst the mines and minerals may be excepted from this title, those persons with the benefit thereof would still require the land owner's permission to enter the land in order to work such mines and minerals.

It is also worth noting that licences must be granted to work mines and minerals using underground methods and it is unlikely such licences would be granted in any built-up areas.

- **Conveyance dated 27.04.1922**

The register refers to a conveyance of the land in this title which contained covenants.

A covenant is essentially a legal promise that must be observed and performed. In this instance, the covenant is restrictive (not to do something).

The covenant is to maintain and keep the land as public recreation ground with no buildings or erections thereon save for where consent in writing of Elizabeth Hartley or her successors in title has been supplied.

Excluded from this restriction however are “conveniences, shelters, greenhouses, band stands, monuments, memorials, drinking fountains, commemorative structures”. It is assumed therefore that the pavilion currently in situ would fall under these exceptions.

- **Plan**

Where you have any concerns about the boundaries of the Property including any differences between what appears on the ground and what is shown on the title plan, please let us know immediately. A surveyor may need to be instructed to prepare a plan of the legal boundaries which can then be lodged with HM Land Registry for determination of the boundaries if you require.

If the boundaries of the property are irregular or you have any concerns once you have read through all the information we have provided then please let us know at once. Similarly, if there are any additional parcels of land that you believe should be included within the extent of the Property you agreed to purchase, for example, garden land, garage plot or otherwise please let us know immediately.

Access to the land is from Keighley Road. Utilising MARIO Lancashire, it would appear that this is an adopted highway.

- **Lease dated 16.10.1974**

In addition to the registered title, the Borough Council have provided us with a copy of a Lease for water rights from 1974.

The land was granted the benefit of rights to lay and maintain water pipes in the approximate positions shown on the plan attached thereto.

A lease of easements/rights is extremely unusual. Essentially, the rights subsist so long as the lease term subsists.

The Lease was granted initially for 12 months but to thereafter run year on year “until determined”. The rent payable being a total of £6 payable to the relevant parties on the 31st March annually.

The lease sets out that a years notice in writing by either the Council of the Grantor’s would be required in order to end the lease.

The Borough Council’s solicitor has confirmed that there is nothing to indicate that the lease has ever been determined and they can find no evidence of demand for rent nor payment of rent.

The Borough Council advise that they have had not issues with the water pipe but have undertaken maintenance. We are also advised there are two sub-metered supplies that feed the garden land adjacent to the main meter position installed in 2022.

We are told no further information is available.

The Borough Council's Solicitor has confirmed that the original lease is held by them and will be handed over on completion. It is proposed to include provision in the transfer deed for the assignment of such right and title held by the Borough Council to deal with the lease rights.

It is unlikely that Land Registry will agree to make entry for legal rights in the register of title to the land owing to the time that has passed without the lease being lodged with them however, we can seek to have an entry noted to note rights in equity.

- **Licence dated 27.08.1985**

The Borough Council have also supplied us with a copy of a licence they entered into with neighbouring land to allow the neighbour to lay a water pipe passing through the land as shown on the plan thereto. We understand no licence fee has been demanded.

You should note that licences are, by nature, not assignable.

3. General information

In addition to the above information on the title deeds we would highlight the following information obtained during our enquiries: -

- Replies to CPSE7 have been supplied, as attached.
- The Borough Council have maintained the boundaries as and when this has been required.
- The Borough Council have indicated that EPC for the pavilion is not applicable.
- The Borough Council have indicated that there is no fire risk assessment for the pavilion. Following completion, you will be required to carry out regular assessments of fire safety risks and ensure that adequate plans are in place. Failure to comply with fire safety regimes can result in prosecution so we would strongly advise requiring the Borough Council to obtain and provide such assessment prior to completion or otherwise having the same prepared on or before completion.
- There is no insurance in place for the pavilion.
- We have been provided with the enclosed Asbestos report and advised that the management plan is covered by a block policy. You should take note of your obligations under the Control of Asbestos Regulations 2012 (the Regulations). If a building was built before the early 2000s you will be required to determine whether asbestos is present or likely to be present which will involve arranging for an asbestos survey carried out and having health and safety plans in place to protect staff and contractors from the risk of exposure to asbestos. Asbestos generally stopped being used in the construction of properties from around 1992 so if the property was erected prior to this it may well be affected. Under the Regulations, persons in charge of non-domestic buildings have a responsibility to identify, locate and manage asbestos. Failure to do so in accordance with the Regulations may constitute a criminal offence. Following completion any such duty will be your responsibility so you may consider having this further assessed prior to completion or otherwise you should ensure you are satisfied on this point before we proceed.
- The planning portal reveals applications relating to a storage container, as attached.
- The most recent bills for utilities were as follows: -
 - Water
 - year 23/24 £1600
 - 24/25 to date (April 24 to December 24) £1020.
 - Electricity
 - 23/24 £5573.55
 - 24/25 to date (April 24 to December 24) £3030.

- The recreation ground is not on the rating list and is classified as exempt.

We have not obtained any searches on your behalf however, if you would like more information about searches please let us know.

4. Limitations

Please be aware that in preparing this report for you:

- We give no opinion on value or rental levels
- You must obtain your own advice on matters of SDLT, Capital Allowance and VAT.
- We give no opinion on the structure or physical aspects of any buildings on the land.
- We give no opinion on planning building regulations fire asbestos or health and safety or similar such issues except to give you the results of any enquiries. You should ensure you understand your obligations prior to completion.
- This report has been prepared for the sole benefit of you and for no other purpose
- The contents of this report are private and confidential. It must not be relied on by or made available to any other party without our written consent.
- The report is based on our review of the documents supplied by the Sellers Solicitor.

Annexures

- Register of title
- Title plan
- Lease dated 16.10.1974
- Licence dated 27.08.1985
- CPSE7
- Planning documents
- Asbestos plan

We remind you to read through your Property Report and all accompanying documents in full. If you have not done so already, please ensure you have responded to any outstanding enquiries that we have raised with you.

Once you have completed these steps, you are required to read the statements below and sign to confirm they are correct to the best of your knowledge.

Please return the signed document to our team, as soon as may be possible.

- I have read and accept the information and findings as outlined in the Property Report.
- I confirm I understand the key terminology used within this Property Report, in the context of my purchase. Where further guidance or clarity is required, I have sought assistance from my legal representative.
- To the best of my knowledge, I have fully considered the recommended guidance provided within my report.
- I have actioned all instructions as set out by my legal representative.
- Where necessary, I have raised all enquiries with my legal representative, and confirm I have no further queries related to the purchase of my property.
- I accept and understand the responses to all enquiries on the purchase, as provided by my legal representative, the seller, their agents or any third party who has supplied information on the property or the transaction.
- Where I intend to purchase the property with the assistance of a mortgage, I have read the terms of my mortgage offer, and if required, have sought guidance from the lender, broker, or an independent financial adviser.
- I am aware my legal representative has not inspected the property and is unable to offer advice or comment on either the physical condition or the boundaries of the property.
- I accept that on exchange of contracts, my purchase of the property becomes legally binding. At this time, I accept that I will become responsible for insuring the property.

By signing this Acknowledgement Form, I am confirming all statements listed above, and are consenting to proceed with the purchase of the property.

Signature for []:

Signature for []:

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

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

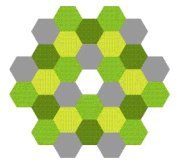
This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 12 November 2024 shows the state of this title plan on 12 November 2024 at 11:57:34. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

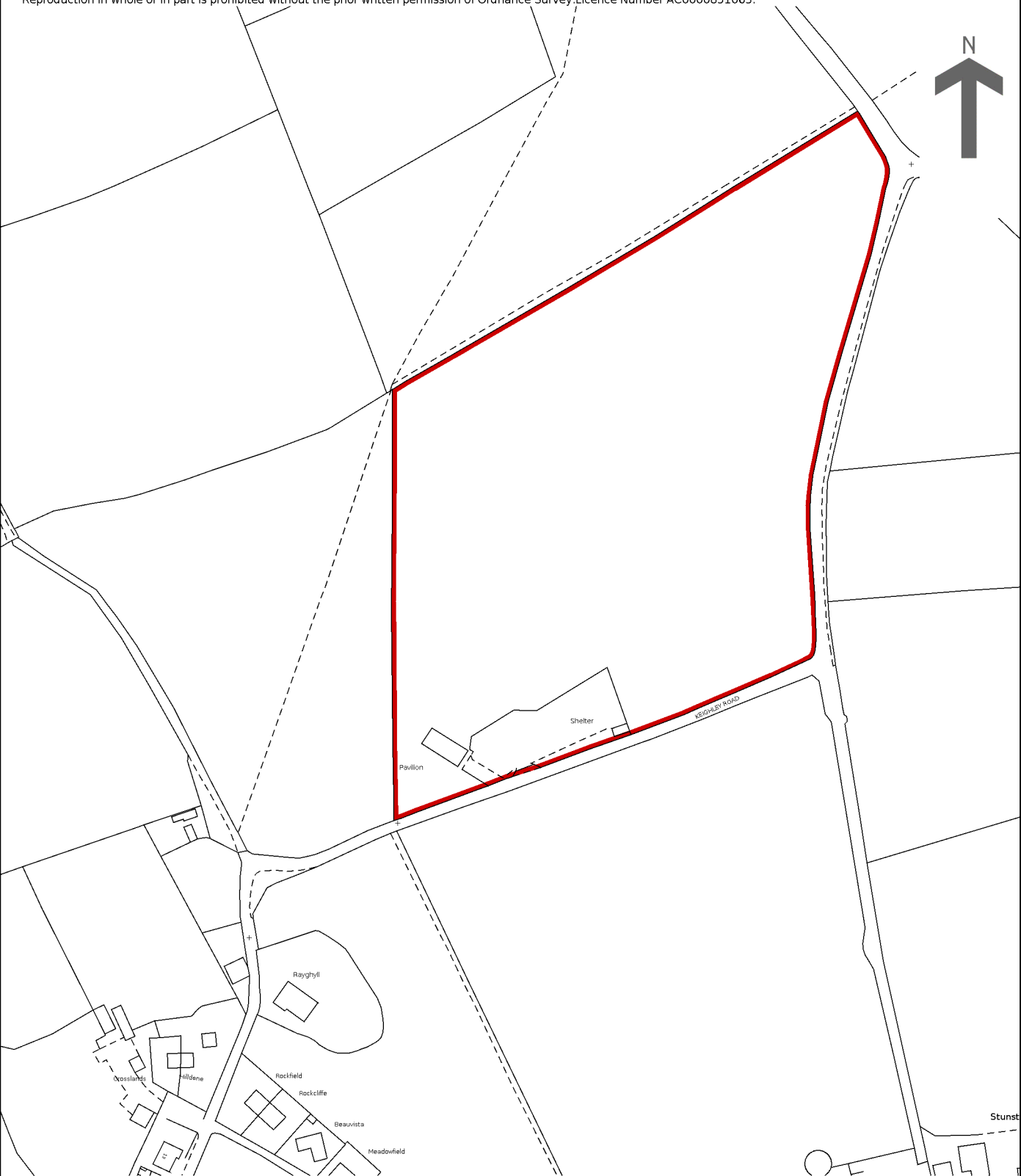
This title is dealt with by the HM Land Registry, Fylde Office .

HM Land Registry Official copy of title plan

Title number **LAN80875**
Ordnance Survey map reference **SD9139SW**
Scale **1:2500**
Administrative area **Lancashire : Pendle**



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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.



Official copy of register of title

Title number LAN80875

Edition date 09.12.2013

- This official copy shows the entries on the register of title on 12 NOV 2024 at 11:57:34.
- 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 12 Nov 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Fylde Office.

A: Property Register

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

LANCASHIRE : PENDLE

- 1 (23.12.2008) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land on the north side of Keighley Road, Trawden, Colne.

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 (23.12.2008) PROPRIETOR: THE BOROUGH COUNCIL OF PENDLE of Town Hall, Market Street, Nelson, Lancs BB9 7LG.

C: Charges Register

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

- 1 (23.12.2008) A Conveyance of the land in this title dated 27 April 1922 made between (1) Elizabeth Hartley and (2) The Urban District Council of Trawden contains the following covenants:-

"forever hereafter to be maintained and kept as public pleasure and recreation grounds and no buildings or erections other than sanitary conveniences shelters greenhouses band-stands monuments memorials and drinking fountains commemorative structures or erections shall at any time be erected and built without the previous consent in writing of the said Elizabeth Hartley her heirs or assigns"
- 2 (08.10.2013) UNILATERAL NOTICE in respect of mines and minerals deriving from the ownership of the Honor of Clitheroe.
- 3 (08.10.2013) BENEFICIARY: Charles Edward Scrope Yorke and The Honourable John Hotham Assheton care of Ingham and Yorke, Littlemoor, Clitheroe, Lancashire BB7 1HG and care of Napthens Solicitors, 7 Winckley Square, Preston PR1 3JD.

Title number LAN80875

End of register

DATED

27th August

1985

THE BOROUGH COUNCIL OF PENDLE

— to —

MR. AND MRS. K. BIRTWISTLE

Duplicate / ...

L I C E N C E

— to —

lay and maintain a water pipe
through part of the Recreation
Ground, Trawden, Colne, Lancashire.

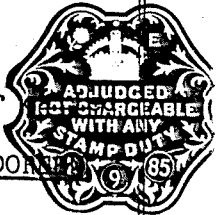
—
A. Haigh,
Solicitor,
Town Hall,
NELSON,
Lancashire.

Exempt Reading's SOP shown hereafter in Book

THIS LICENCE is made the *Twenty Seventh* day of *August* One thousand nine hundred and eighty-five

CL 11

BETWEEN THE BOROUGH COUNCIL OF PENDLE (hereinafter "the Council") of the one part and KEITH BIRTWISTLE and DORIS



BIRTWISTLE of Stunstead Farm Trawden Lancashire (hereinafter called "the Licensee" which expression shall where the context so admits include their successors in title the owners for the time being of Stunstead Farm aforesaid) of the other part _____

WHEREAS

(1) The Council is the estate owner in respect of the fee simple in possession free from incumbrances of the land known as the Recreation Ground Trawden aforesaid shown for the purpose of identification only edged red on the plan annexed hereto (hereinafter called "the Council's land") _____

(2) The Licensee is the estate owner in respect of the fee simple in possession free from incumbrances of the field situate on the westerly side of the Council's land which forms part of Stunstead Farm aforesaid and which is shown for the purpose of identification only numbered 2930 and edged green on the said plan (hereinafter called "the farmer's field") _____

(3) The Licensee is desirous of obtaining a supply of water from the existing water pipe through the Council's land in the position shown by a blue line on the said plan (hereinafter called "the Council's pipe") and for that purpose of laying a pipe from the farmer's field to the Council's pipe and of connecting therewith and the Council has agreed to grant such licence as is hereinafter contained _____

NOW IT IS HEREBY AGREED as follows:-

1. THE Council hereby grants unto the Licensee leave and

licence forthwith but subject as is hereinafter mentioned at their own expense to lay down in the position shown by a yellow line on the said plan a three quarter inch water pipe (hereinafter called "the water pipe") of a type to be previously approved in writing by the Council and by the North West Water Authority and to connect the water pipe into the Council's pipe in such a manner as shall have been previously approved in writing by the Council and during the continuance of this licence to receive from the Council's pipe and convey through the water pipe to the farmer's field such an amount of water as may be required and from time to time during the continuance of this licence to inspect take up cleanse repair remove and replace the water pipe or any part thereof entering upon the Council's land for the purpose of carrying out the rights hereinbefore granted Provided Always that the persons exercising such rights shall in so doing cause as little inconvenience and damage as reasonably possible and shall at their own expense make good any damage as soon as reasonably possible _____

2. THE Licence hereby granted shall continue until determined by either party giving to the other one months notice in writing expiring at any time _____

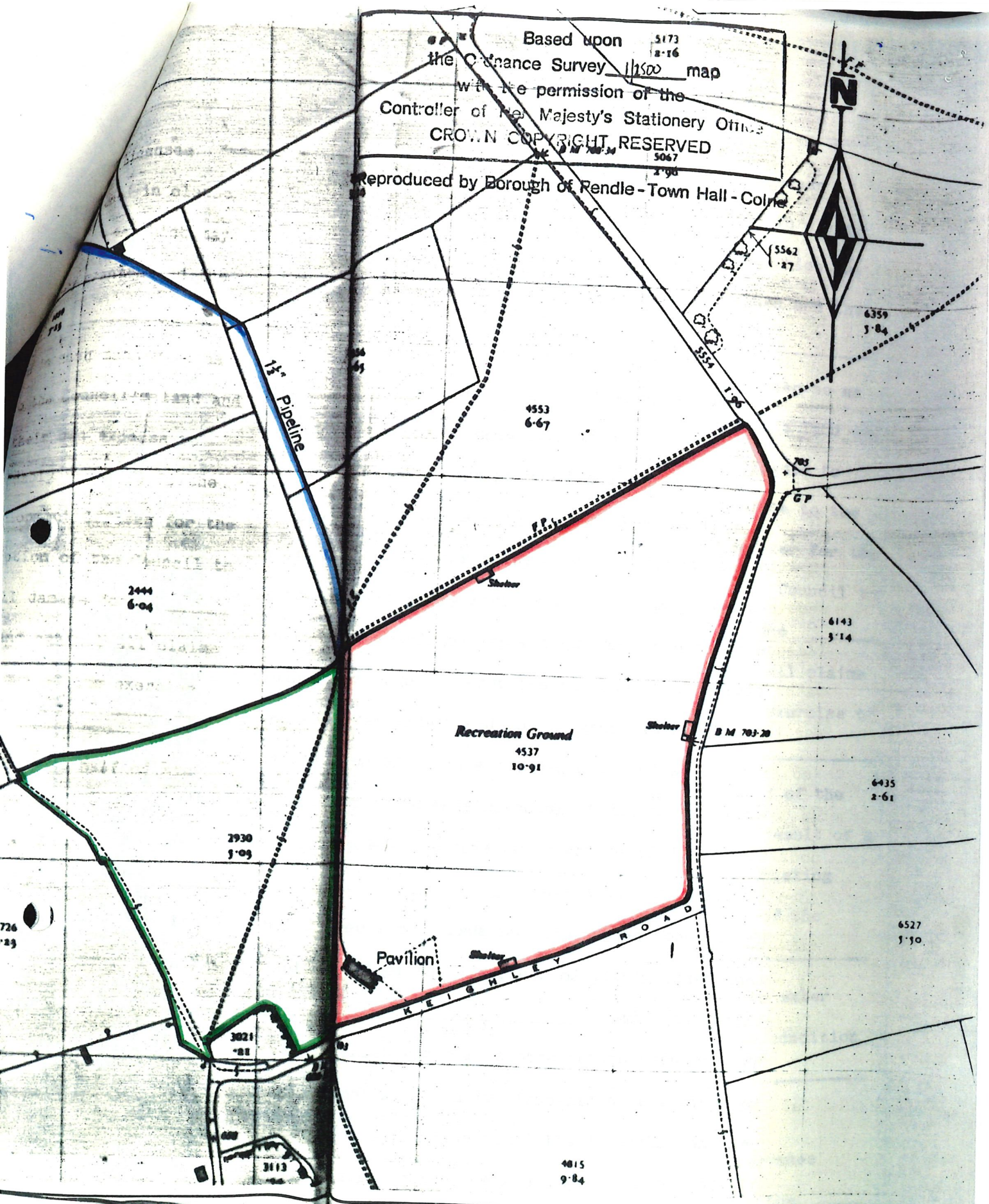
3. THE Licensee hereby agrees with the Council:-

- (a) to install simultaneously with the laying of the water pipe and thereafter at all times during the continuance of this licence to maintain and keep in good repair and condition a water meter attached to the water pipe immediately adjacent to the connection of the water pipe with the Council's pipe
- (b) forthwith on demand to pay to the Council the charge made by the North West Water Authority or other appropriate



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2-16
the Ordnance Survey 1:1500 map
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J. B. Taylor, A.R.I.C.S.
Principal Estates Officer,
Borough of Pendle - Colne.

authority in respect of the water used by the Licensee calculated by a reference to the meter mentioned in clause 2(a) hereof and to pay all other rates and taxes which may be imposed in respect of the rights hereby granted and the water pipe _____

- (c) to exercise the rights hereby granted in such manner so as to do as little damage as possible to the Council's land and in the event of damage occurring at their own expense to make good any damage as soon as reasonably possible to the satisfaction of the Planning and Development Officer for the time being of the Council or at the option of the Council to pay compensation to the Council for all damage done _____
- (d) to keep indemnified the Council from and against all claims actions or demands whatsoever arising out of the exercise of the rights hereby granted _____
- (e) forthwith on demand to pay to the Council one half of the cost of any additional consumption incurred as a result of a burst or leak in the Council's pipe between the existing meter marked on the said plan and the connection of the water pipe with the Council's pipe _____
- (f) on the determination of this Licence to remove the water pipe and restore the Council's land to its former condition to the satisfaction of the Council _____

4. PROVIDED AND IT IS HEREBY AGREED as follows:-

- (i) that if there should be a breach or non-observance of any of the agreements herein contained on the part of the Licensee which shall not be remedied within fourteen days after notice thereof in writing to the Licensee the Council may forthwith

e by

determine this licence and require the Licensee to
remove the water pipe and restore the Council's
land as mentioned in clause 2(f) and if the
Licensee shall fail to remove the water pipe and
restore the land as hereinbefore mentioned the
Council shall have the right to carry out the said
works and the cost incurred in so doing shall be a
debt due to the Council by the Licensee and shall
be recoverable by action and such determination of
this Licence as aforesaid shall be without
prejudice to the rights and remedies of the
Council under the provisions herein contained

(ii) nothing herein contained shall make it an
obligation on the part of the Council to ensure
the supply of water to the water pipe

AS WITNESS the hands of Alan Haigh Solicitor and duly
authorised agent for and on behalf of the Council and the
Licensee the day and year first before written

SIGNED by the said Alan)

Haigh in the presence of:-)

J Woodless
Town Hall
NEESON
clerk



SIGNE

Birtw

of:-

SIGNE

Birtw

of:-

SIGNED by the said Keith)

H Birtwistle

Birtwistle in the presence)

of:-

H.P. Langman
W. J. Langman
W. J. Langman

SIGNED by the said Doreen)

D Birtwistle

Birtwistle in the presence)

of:-

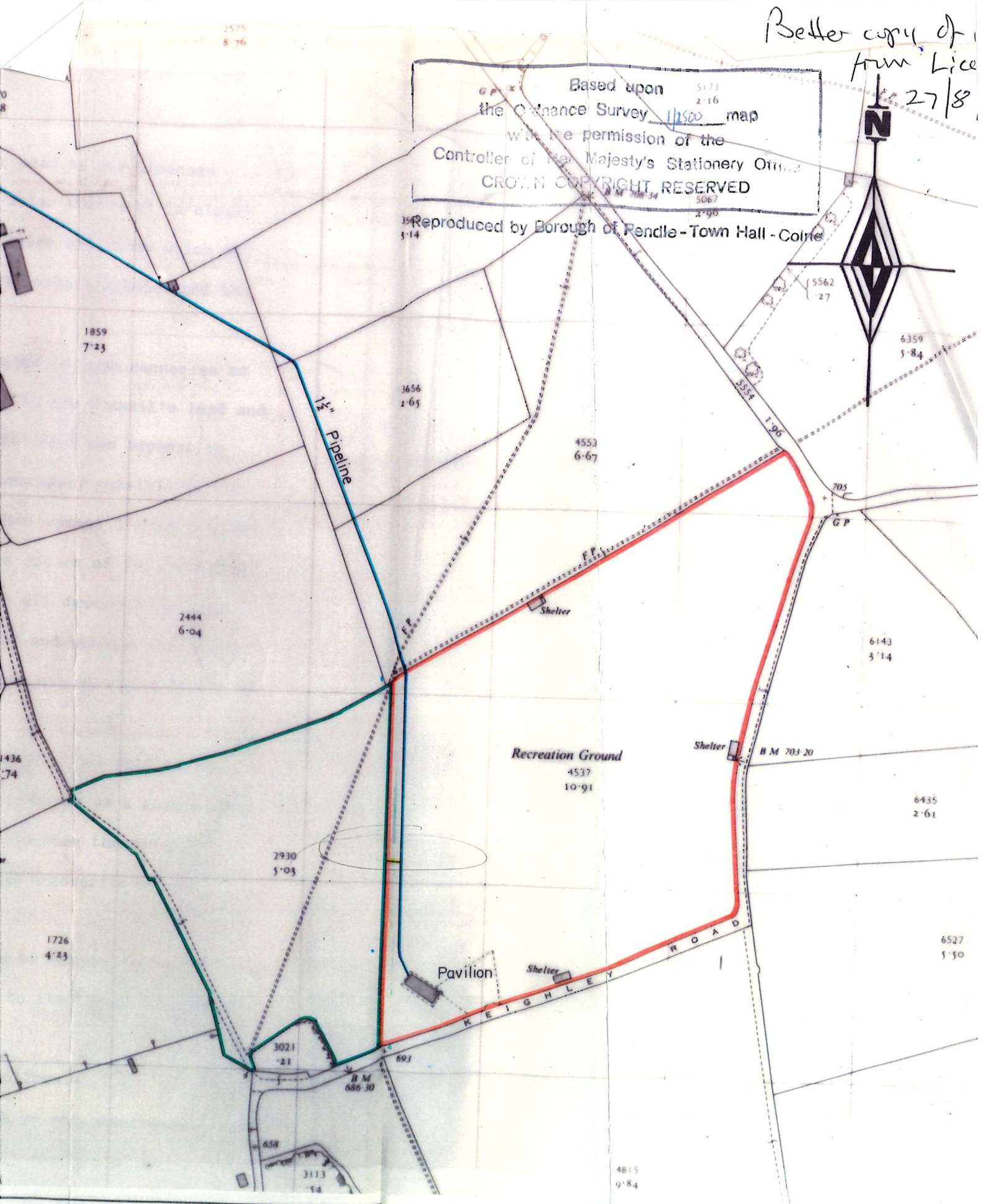
H.P. Langman

P2240

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the Ordnance Survey 1:2500 map 2-16
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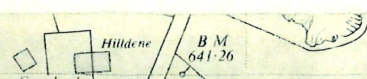
J. B. Taylor, A.R.I.C.S.
Principal Estates Officer,
Borough of Rendle - Town Hall - Colne
A21

T H I S L E A S E is made the *sixteenth* day of *October*
One thousand nine hundred and seventy four BETWEEN
BARRETT & SPENCER LIMITED the registered ^{office} /whereof is at
New Laith Farm Winewall Trawden in the County of Lancaster
(hereinafter called "the First Lessors") of the first part
ALVIN BARRETT and FRED SPENCER both of New Laith Farm
Winewall Trawden aforesaid Retired Poultry Farmers
(hereinafter called "the Second Lessors") of the second
part and the Pendle District Council (hereinafter called
"the Council") of the third part W H E R E A S :-

1. The first Lessors are the estate owners for an estate in fee simple of the property edged blue in the plan hereto annexed.
2. The second Lessors are the estate owners in fee simple of the property edged green in the said plan.
3. The first and second Lessors have jointly agreed with the Council to demise to the Council the right to lay a water pipe in the course and direction shown on the said plan by the red line thereon in manner hereinafter mentioned

NOW THIS DEED WITNESSETH as follows:-

1. THE first Lessors and the second Lessors hereby demise unto the Council ALL THAT full and free right to lay and maintain in the said respective lands of the first and second Lessors in the course and direction shown by



the red line on the said plan as to the first Lessors between the points marked A and B thereon and as to the second Lessors between the points marked B and C thereon a water main of not more than One and one half inches internal diameter made of alkathene galvanized iron or other suitable material to be laid at a depth of not less than Twenty four inches from the surface of the land and to be so constructed and jointed as to be free from leak at all times during the subsistence of this Lease and the right to the flow of water through the said pipe from the main of the North West Water Authority at the said point A at New Row Winewall aforesaid to the Councils recreation ground at the point C on the said plan with the further right for the Council and its officers and all necessary tools and appliances to enter on the respective lands of the first Lessors and the second Lessors for the purpose of excavating for and laying the said pipe and afterwards maintaining cleansing repairing and renewing the same whenever the Council shall deem it necessary or desirable to do so the Council doing as little damage as possible to the surface of the respective lands of the first and second Lessors and restoring the same to its original condition as nearly as possible after ^{each} such entry reserving unto the first Lessors and the second Lessors the right to make one connection to the said pipe line of a supply for their own use at a point to be chosen by them join

Subject to the approval of the said North West Water Authority or their successors being first obtained to such connection and a meter of a type approved by the said Authority being installed at the cost of the first and second Lessors or one of them to measure the flow through such connection which shall be chargeable to the first and second Lessors or one of them and not the Council TO HOLD the said rights unto the Council from the First day of April One thousand nine hundred and seventy four for the term of one year certain and thereafter from year to year until determined by either the first and second Lessors or the Council by one years notice in writing in that behalf to expire at the end of a year of the term hereby granted any such notice to be given by the first and second Lessors jointly and by the Council to the first and second Lessors jointly the Council paying for the said rights the yearly rent of One pound to the first Lessors and the yearly rent of Five pounds to the Second Lessors the first of both such payments to be made on the Thirty first day of March One thousand nine hundred and seventy five and thereafter annually on ~~the~~ Thirty first day of March in each year

2. THE Council hereby covenants with the first Lessors and the second Lessors and as a separate covenant with each of them

- (1) To pay the said rents hereby reserved on the days and in manner aforesaid
- (2) To pay all assessments or outgoings (if any) that may be payable in respect of the said pipe
- (3) To keep the said pipe at all times in good repair and free from leaks
- (4) To exercise all the rights hereby demised in such a way and at such a time as to cause as little inconvenience and nuisance as possible to the first and second Lessors and their successors in title
- (5) To make good to the satisfaction of the first Lessor and the second Lessors any damage to their respective lands and property including drains fences crops and livestock caused by the laying of the said main or exercise of any of the other rights hereby demised to keep the first Lessors and the second Lessors and their respective successors in title indemnified from and against all actions and proceedings costs claim demands and expenses whatsoever in any way arising out of the exercise of the rights and liberties hereby demised

3.(a) THE first Lessors and the second Lessors each as the respective lengths of the said pipe line as be within their respective properties hereby covenant with the Council and its successors that the Council paying the respective rents hereby reserved and observing and

performing the covenants on the part of the Council and the conditions herein contained shall peaceably hold and enjoy the rights and liberties hereby demised without any interruption by the first Lessors or the second Lessors or any person rightfully claiming under or in trust for them respectively

(b) THE first Lessors and the second Lessors hereby covenant with the Council that they will at all times during the subsistence of this Lease pay to the said North West Water Authority all charges lawfully made by the said Authority for the water supplies to the first and second Lessors or one of them as shown by the said meter through any connection to the said water pipe made by the first and second Lessors or one of them under the power in that behalf hereby reserved to them and will keep the Council indemnified from and against all actions and proceedings costs claims and demands for or on account of the non-payment of any of such charges

4. PROVIDED ALWAYS that if the respective rents or either of them hereby reserved or any part thereof shall be unpaid for Twenty one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Council herein contained or any condition hereof shall not be observed or performed then in any such case it shall be lawful for the first Lessors and the second Lessors or either of them at any time thereafter to determine the

rights and liberties hereby granted but without prejudice to the right of action of the first Lessors or the second Lessors in respect of any breach of the covenants on the part of the Council herein contained

5. THE expressions the first Lessors the second Lessors and the Council shall include their respective successors in title where the context so admits

IN WITNESS whereof the first Lessors and the Council have caused their Common Seals to be hereunto affixed and the second Lessors have hereunto set their hands and seals the day and year first before written

THE COMMON SEAL of Barrett & Spencer Limited }
was hereunto affixed in the presence of: }

A Barrett

Director

F Spencer

Secretary

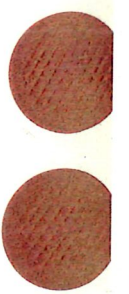


SIGNED SEALED AND DELIVERED by the said }
Alvin Barrett and Fred Spencer in the }
presence of: }

*R. Nielsen,
12, HALL ROAD,
TRAWICKEN.*

A Barrett

F Spencer



THE COMMON SEAL of Pendle District)
Council was hereunto affixed in the)
presence of :

J. Bebbington

Chairman.

Arthur ...

Chief Executive Officer.
~~Clerk~~



8 AR

1732

DATED

16th October

18.
1974

BARRETT & SPENCER LIMITED

and

MESSRS. ALVIN BARRETT AND
FRED SPENCER

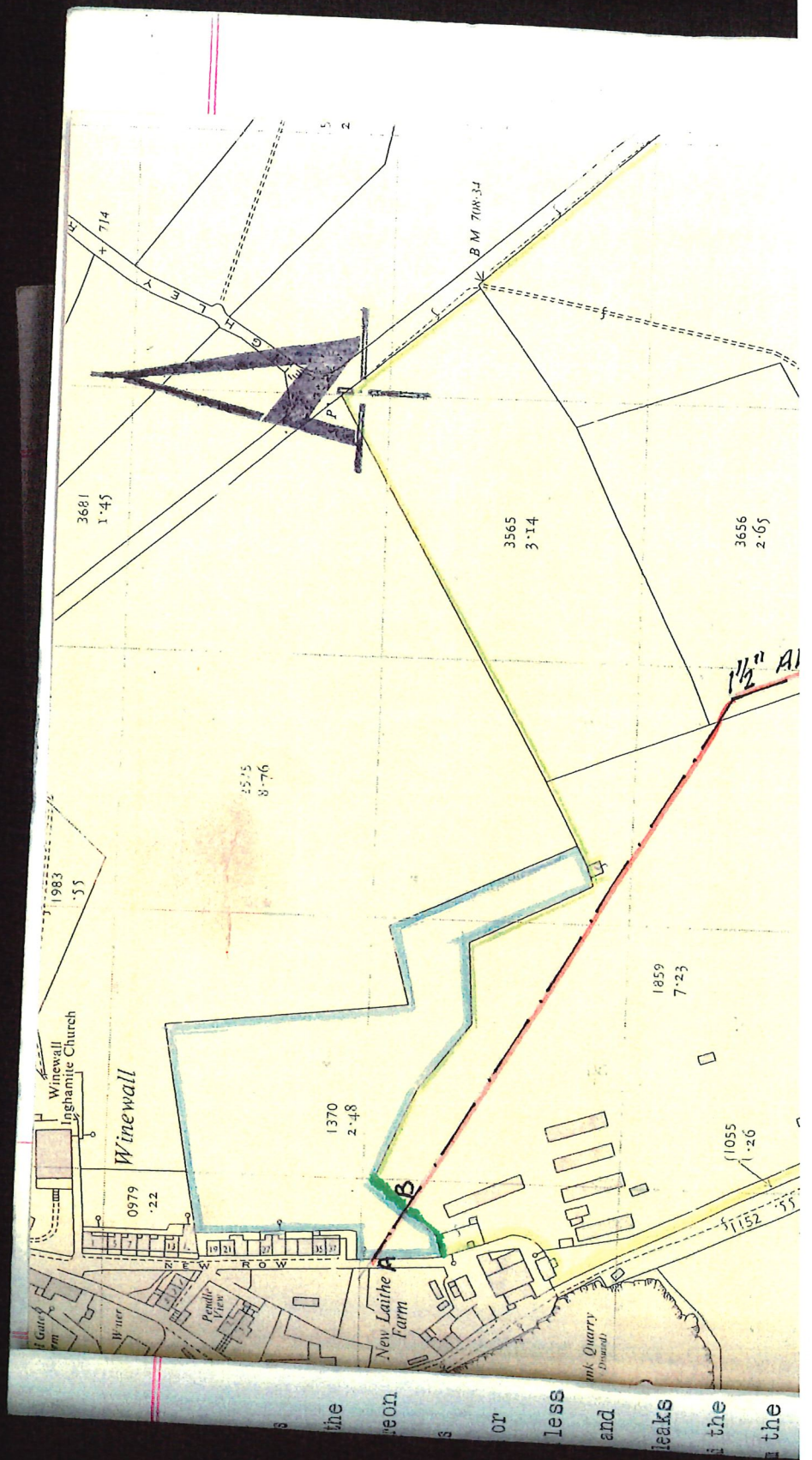
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PENDLE DISTRICT COUNCIL

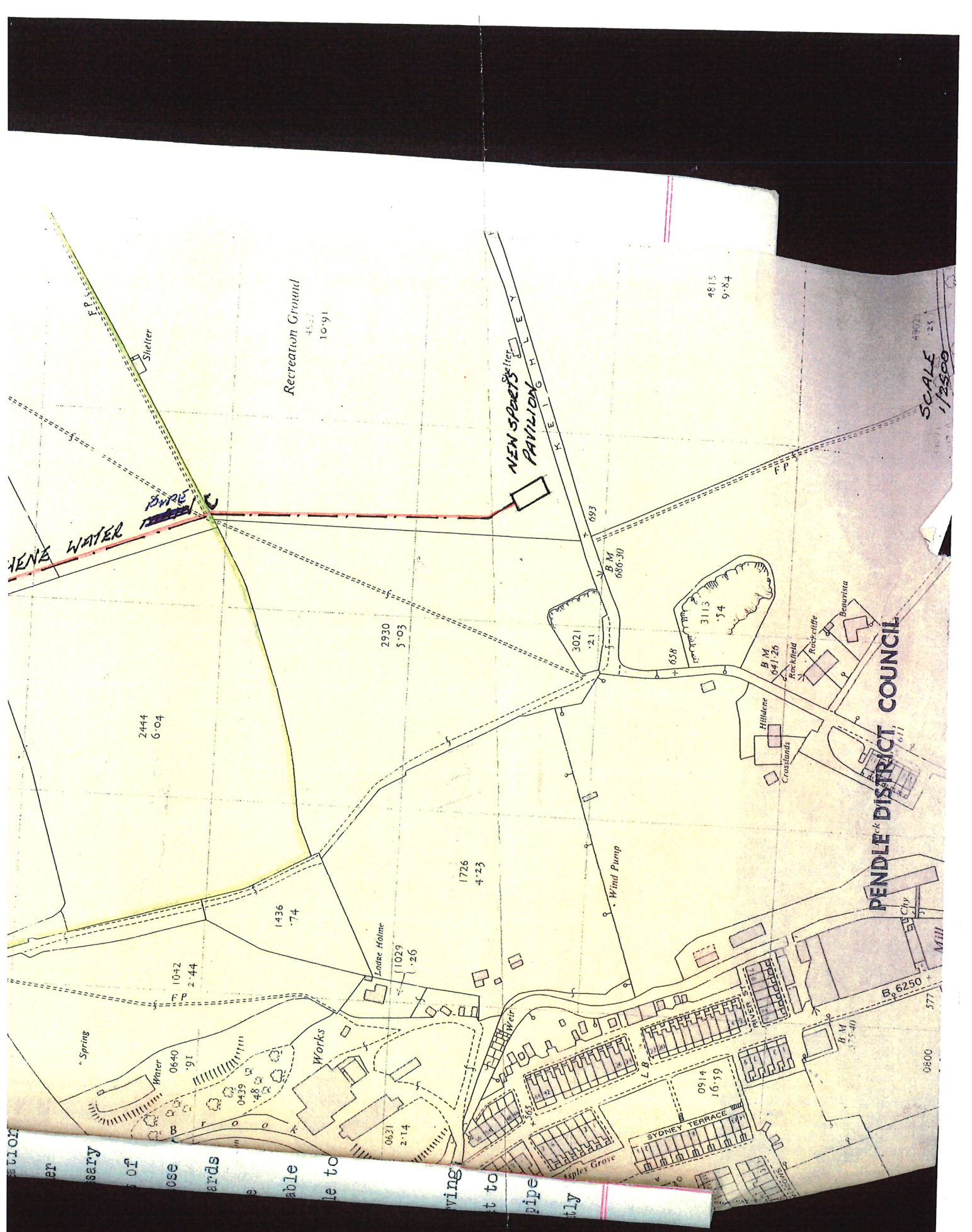
LEASE of Easements for a water
pipe line in the land of New Laithy
Farm Winewall Trawden in the County
of Lancaster

Shaw, Mottershead & Badgery,

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Commercial Property Standard Enquiries

CPSE.7 (version 1.3) General short form 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 3.3) Guidance notes on the Commercial Property Standard Enquiries*.

Particulars

Seller: The Borough Council of Pendle

Buyer: Trawden Forest Parish Council

Property: Trawden Recreation Ground, Keighley Road, Trawden

Transaction: Freehold sale

Seller's solicitors: H P Culshaw, Head of Legal and Democratic Services, Borough of Pendle Town Hall Nelson BB9 7LG

Buyer's solicitors: Farnworth Rose, 97a Gisburn Road Barrowford BB9 6DX

Date: 17th December 2024

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.
 - **Rights:** means any covenants, agreements, rights, restrictions, or informal arrangements of any kind (including any which are in the course of being acquired).
 - **SDLT:** includes Land Transaction Tax where the Property is in Wales, and references to HMRC include the Welsh Revenue Authority where relevant.
 - **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, partners, employees, consultants or other staff.
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.

Practical Law

Contents

clause

1.	Boundaries and extent	4
2.	Rights benefiting the property	5
3.	Adverse rights affecting the Property	5
4.	Physical condition	6
5.	Contents	7
6.	Utilities and services	7
7.	Fire safety and means of escape	8
8.	Planning and building regulations	8
9.	Statutory agreements and infrastructure	9
10.	Statutory and other requirements	10
11.	Environmental	11
12.	Occupiers	11
13.	Insurance	12
14.	Rates and other outgoings	12
15.	Notices	13
16.	Disputes	13
17.	SDLT on assignment of a lease	13
18.	Deferred payment of sdl	14
19.	VAT	14
20.	Capital allowances	15

Enquiries

1. Boundaries and extent

In this enquiry, "**Boundary Features**" means all walls, fences, ditches, hedges or other features that form the physical boundary of the Property.

- 1.1 Are you aware of any discrepancies between the boundaries referred to in the title deeds and the Boundary Features?

No

- 1.2 Have any alterations been made to the position of any Boundary Features during your ownership or, to your knowledge, earlier?

Not during the sellers ownership or, so far as we are aware, earlier

- 1.3 In relation to each of the Boundary Features:

- (a) Which of them have you maintained or regarded as your responsibility?
- (b) Which of them has someone else maintained or regarded as their responsibility?
- (c) Which of them have you treated as a party structure or jointly repaired or maintained with someone else?
- (d) Are there any agreements for their maintenance?
- (e) Are any of them subject to a party wall award or agreement?

a)-c) in the past where a wall on the exterior of the field has been damaged the Council has repaired it, otherwise it has not undertaken any maintenance d)-e) No

- 1.4 Does any part of the Property lie beneath or above adjoining premises, roads or footpaths?

No

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

No

2. Rights benefiting the property

2.1 What Rights does the Property benefit from, other than those which are apparent from the copy documents supplied?

None known

2.2 Please confirm that all terms and conditions relating to the exercise of any Rights which benefit the Property have been complied with.

Rent under the related lease to the Council for the water pipe has not been demanded/paid

2.3 Have you (or, to your knowledge, has any predecessor in title) registered any notices, cautions against first registration or other entries against any other titles at the Land Registry in relation to any Rights which benefit the Property?

No

2.4 What are the pedestrian and vehicular access routes to and from the Property?

Access for both from Keighley Road

2.5 Have you, or to your knowledge has anyone else, applied to modify or discharge any Rights benefitting the Property?

No

3. Adverse rights affecting the Property

3.1 What Rights is the Property subject to, other than those which are apparent from the copy documents supplied?

None known unless any public paths affect

3.2 Please confirm that all terms and conditions relating to the exercise of any Rights to which the Property is subject have been complied with.

Not Applicable

3.3 Are there any overriding interests to which the Property is subject?

No

3.4 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?

Yes, this is a recreation ground

3.5 Have you, or to your knowledge has anyone else, applied to modify or discharge any Rights to which the Property is subject?

No

4. Physical condition

4.1 Is the Property now, or has it ever been, affected by any of the following:

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

a) The pavilion is many years old and in a poor condition b) no c) the water supply pipe has apparently been repaired in the past d)-g) no

4.2 Is there any Green Deal Plan affecting the Property?

No

4.3 Has asbestos, or any other substance known or suspected to be unsuitable for its purpose, unstable or hazardous, been used in, or removed from, the Property? Please supply copies of the most recent asbestos survey and asbestos management plan for the Property, together with any other relevant information you hold.

See attached information

4.4 Please supply copies of any subsisting guarantees, warranties and/or insurance policies relating to any buildings erected on or major alterations or engineering works carried out at the Property within the last 12 years.

The pavilion will be covered under the Council's block insurance policy

4.5 Please confirm that all Conduits, fixtures, plant or equipment in or serving the Property have been regularly tested and maintained and that all recommended work

has been carried out.

Confirmed

5. Contents

5.1 Please list any fixtures and fittings that will be removed from the Property before completion.

None

5.2 Other than those belonging to an occupational tenant, please confirm that you own all fixtures and fittings that will remain on the Property free from third party rights.

Confirmed

6. Utilities and services

6.1 Please list the services available at the Property and confirm which (if any) are connected to the mains and which are metered.

Electricity and water. Both metered

6.2 Do any parts of the services pass over, under or through any land which is not part of the Property?

Water yes, it is also believed so in respect of electricity

6.3 Does the Property have a communal heating, cooling or hot water system?

No

6.4 Please provide:

- (a) Copies of the most recent bills for the services referred to at enquiry 6.1;
- (b) The name and contact details of the individual within your organisation who deals with energy supplies relating to the Property and confirm that we may make contact in order to obtain information about the services supplied.

Further information awaited

7. Fire safety and means of escape

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

Apart from the pavilion this is open land

7.2 Have you experienced any difficulty in completing the fire risk assessment for the Property or when co-operating with anybody else in order to comply with fire safety regulations?

No

7.3 Has there been any fire risk recommendation that has not been implemented?

No

8. Planning and building regulations

8.1 Are you aware of any breach of planning law in relation to the construction, use or occupation of the Property?

No

8.2 Is any building or structure on the Property listed under planning law?

No

8.3 What works have been carried out at the Property during the last 4 years?

None

8.4 What changes of use have taken place at the Property during the last 10 years?

External storage container placed on the land

8.5 What is the existing use of the Property and how is it authorised under planning legislation?

Sports field and pavilion - authorised by long use

8.6 Where you or your solicitor have them, please supply copies of all planning documents and all building regulations consents relating to the Property.

Please let me know any required that are not available on the planning section of the Council website

8.7 Have you made an application for planning permission which has not yet been determined by the local authority or are there any other planning proceedings currently taking place in relation to the Property?

No

8.8 What information do you have about any proposals for the development of any adjoining or neighbouring property?

None known but please rely on your own enquiries

8.9 Are you aware of any existing or future Community Infrastructure Levy liability relating to the Property?

Please rely on your local search

9. Statutory agreements and infrastructure

9.1 Are you aware of any outstanding obligations relating to the construction or adoption of the highway, Conduits or any other infrastructure that supplies the Property?

No

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

No

9.3 Are you aware of anything affecting the Property that is capable of being registered on the Local Land Charges Register but is not so registered?

No

10. Statutory and other requirements

10.1 Are you aware of any breach of statutory requirements that relate to the Property or its use or occupation?

No

10.2 Do you have a health and safety file for the Property?

No

10.3 If the answer to enquiry 10.2 is yes

- (a) Is the file at the Property and available for us to inspect?
- (b) In what form will the file be provided to us upon completion?

N/A

10.4 Please supply a valid Energy Performance Certificate (EPC) for the Property.

N/A

10.5 Where the Property has an EPC rating of F or G, please supply a copy of any information or evidence used to support any registration in the Exemptions Register established under the Energy Efficiency (Private Rented Property) (England and N/A

10.6 Please confirm when the air conditioning at the Property was last inspected and provide a copy of that inspection report.

N/A

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

N/A

11. Environmental

11.1 Where you or your solicitor have them, please supply copies of all environmental and flood risk reports that have been prepared in relation to the Property.

None

11.2 Please supply a copy of all statutory authorisations under all environmental law for the current uses of the Property (if applicable).

None

11.3 Are there, or have there ever been, any above or below ground bulk storage tanks at the Property? If so, please confirm the contents and age of those tanks (or estimate the age as accurately as possible).

Not so far as we are aware

11.4 Please confirm that you are not aware of any breach of any environmental law

relating to the past or present use or occupation of the Property or for substances in, on, at or under the Property.

Confirmed

11.5 Please confirm that you are not aware of any environmental incidents including the leaking or discharging of any substances at the Property or on or at any nearby properties.

Confirmed

12. Occupiers

12.1 Does anyone apart from you have any right to use or occupy the Property?

The Council permits use of the football pitch/pavilion by various sporting clubs. The Council will continue to manage the bookings so that all grass pitches in the Borough come under one umbrella. For that service it is to receive 20% of the fees received.

12.2 If the Property is vacant, when and why did it become vacant?

The property is used only occasionally and not occupied in the usual sense

13. Insurance

13.1 Have you ever experienced any difficulty in obtaining insurance cover for the Property at normal rates and subject to normal exclusions?

No

13.2 Please give details of any outstanding insurance claims in relation to the Property.

None

13.3 If the buildings insurance policy is to remain in place after exchange of contracts, please supply a copy of the policy and schedule of insurance cover.

N/A

13.4 Please provide a copy of any other insurance policies relating to the Property (together with the proposal form and other material correspondence with the insurers) including any title indemnity insurance policies.

N/A

13.5 Please provide details of any breaches of any insurance policies relating to the Property.

N/A

14. Rates and other outgoings

14.1 Have any works been carried out to the Property which may cause the rateable value of the Property to be reviewed?

No

14.2 Have you or any occupier of the Property, made any claim for void period allowance or for exemption from liability from business rates? Is any claim pending/outstanding?

No

14.3 Are there any other outgoings relating to the Property not referred to elsewhere in these enquiries?

Only rents under lease of 16th October 1974.

14.4 Please supply the most recent bills for business rates and all other outgoings relating to the Property.

Information awaited

14.5 If the Property is subject to a Business Improvement District Arrangement, please give details of any levy currently payable.

Not applicable

15. Notices

Please supply a copy of any notices affecting the Property that you or your predecessors or any tenant or occupier have given or received and confirm that those notices have been complied with.

None

16. Disputes

Please provide details of any outstanding complaints or past, current or likely disputes

affecting the Property its use and occupation.

None so far as we are aware

17. SDLT on assignment of a lease

In this enquiry, Lease is any lease under which the Property is held and which is to be assigned by you in the Transaction.

17.1 Where the Lease or the substantial performance of the agreement to grant the Lease or any event since the grant of the Lease constitutes a transaction notifiable for SDLT purposes, including the payment of a premium for the grant of the Lease or any assignment of it, please provide copies of all land transaction returns and certificates issued by HMRC certifying notification.

Not applicable

17.2 Is there any potential or actual outstanding SDLT liability, including any resulting from the settlement or determination of any rent reviews or other provision for varying the rent or settlement or determination of any contingent, uncertain or unascertained rents?

Not applicable

17.3 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?

Not applicable

18. Deferred payment of sdlr

Please give details of any deferred payment of SDLT which is outstanding in respect of the Property, together with copies of the original land transaction and all relevant correspondence with HMRC.

Not applicable

19. VAT

19.1 If you are registered for VAT, please supply your VAT registration number.

175332564

19.2 Please state whether the Transaction is to be treated as a transfer of a business as a going concern ('**TOGC**') and therefore outside the scope of VAT.

It is not

19.3 If enquiry 19.2 does not apply, is the Transaction standard-rated for VAT purposes as a result of either:

- (a) the exercise of an option to tax in relation to the Property; or
- (b) compulsory standard-rating?

(c) No

19.4 If the answer to enquiry 19.3 is yes, please provide a copy of either:

- (a) the option notice given to HMRC, together with a copy of HMRC's acknowledgement; or
- (b) evidence of the reason that compulsory standard-rating applies to this transaction.

Not applicable

19.5 If the Transaction is not standard-rated for VAT purposes, please state if it is zero-rated, exempt or outside the scope of VAT other than by reason of being a TOGC.

Exempt

20. Capital allowances

20.1 Is there anything in the Property upon which a capital allowances claim can be based?

No

20.2 If the answer to enquiry 20.1 is yes, please give details and copy documents including the name and contact details of your capital allowances advisor and confirm that we may make contact direct to ascertain any required capital allowances information.

Not applicable

SITE CURRENTLY - OCCUPIED

LOCATION OF ASBESTOS	PRODUCT	MANAGE / REMOVE	ACTION	RESPONSIBILITY OF	DEADLINE
ACM 01 - store room	fuse board / flash pads (presumed)	Manage in situ	labelled - no action required	Property Services	NA

SIGNED BY:



DATED:

11th July 2024

COMMUNICATION PLAN

Completed

1). Label ACM containing material with sticker and manage insitu

17th August 2023

D B Corden



RESPONSIBLE PERSON: Mr. Bruce Corden, Facility Manager

MONITORING DATE:

July 2025



PLANNING, BUILDING CONTROL AND REGULATORY SERVICES

Town Hall, Market Street, Nelson,
Lancashire BB9 7LG

Town & Country Planning Act 1990
Town & Country Planning
(Development Management Procedure) Order (England) 2015

CONFIRMATION OF WITHDRAWN APPLICATION

Application Ref: 23/0447/FUL

Applicant:

Mr David Whitfield
6 Carr View
Lane House Lane
Trawden
Colne
Lancashire
BB8 8SQ

Agent:

Proposal: Full: Siting of a storage container (20ft x 8ft), next to the Pavilion Trawden recreation ground.

At: Pavilion Recreation Ground Keighley Road

Date Withdrawn: 14th September 2023

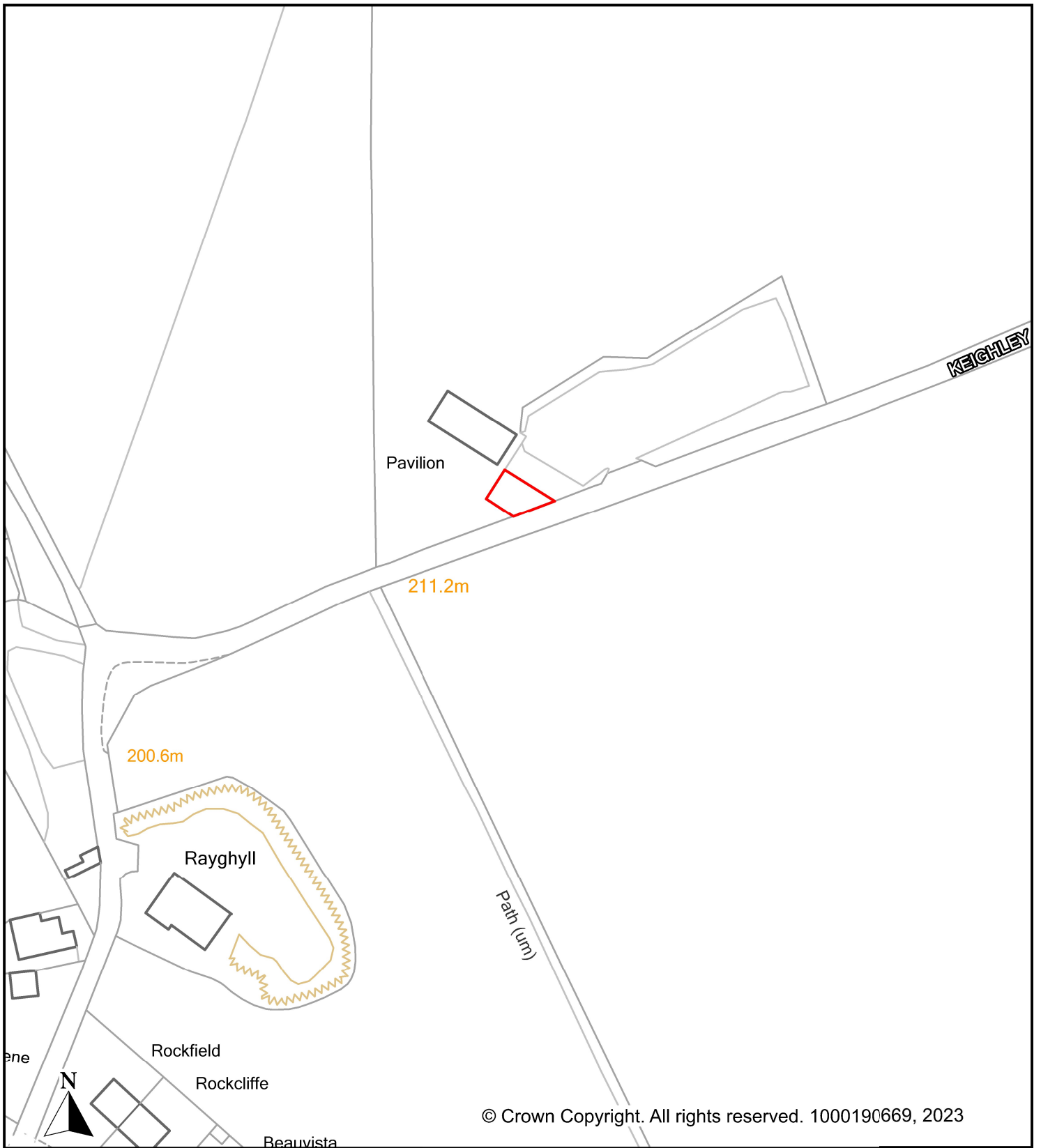
The Borough Council of Pendle hereby confirm that the above mentioned application has been **Withdrawn**.

N. Watson

Planning, Building Control and Regulatory Services Assistant Director

Application Ref: 23/0447/FUL

Date: 14th September 2023



Description		
TRAWDEN RECREATION GROUND		
Location Plan edged red		
Scale	1:1250	
Drawing No.		
Drawn By	Date	CAD Reference
	July 2023	



PLANNING, BUILDING CONTROL AND REGULATORY SERVICES

Town Hall, Market Street, Nelson,
Lancashire BB9 7LG

Town & Country Planning Act 1990
Town & Country Planning
(Development Management Procedure) Order (England) 2015

GRANT OF PLANNING PERMISSION

Application Ref: 23/0649/FUL

Applicant:
Mr David Whitfield
6 Carr View
Lane House Lane
Trawden
Colne
Lancashire
BB8 8SQ

Agent:

Under the provisions of the above mentioned Act and Order, **Pendle Borough Council** as Local Planning Authority hereby grants planning permission for:-

Proposal: Full: Siting of a storage container (20ft x 8ft).

At: Pavilion Recreation Ground Keighley Road

Decision Date: 20th November 2023

In Accordance with the application and plan(s) submitted to the Council on 27th September 2023

Subject to following conditions:-

CONDITIONS:

- 1 The proposed development hereby permitted shall be begun before the expiration of three years from the date of this permission.

Reason: Required to be imposed by Section 91 of the Town and Country Planning Act 1990, as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: Location Plan with container edged red July 2023 (submitted 25 September 2023).

Reason: For the avoidance of doubt and in the interests of proper planning.

- 3 The external materials used in the proposed development shall be as stated on the application form and approved drawings and shall not be varied without the prior written permission of the Local Planning Authority

Reason: These materials are appropriate to the locality and in order to allow the Local Planning Authority to control the external appearance of the development.

- 4 Prior to commencement of development hereby permitted, samples of the paint colour of the container shall be submitted to the Local Planning Authority for written approval prior to commencement of work on the site. The development shall be carried out using only the agreed materials.

Reason: In order that the Local Planning Authority can assess the materials in the interest of the visual amenity of the area.

REASONS FOR APPROVAL:

- 1 Section 38 of the Planning and Compulsory Purchase Act 2004 requires that applications be determined in accordance with the development plan unless material considerations indicate otherwise. The proposed housing development would accord with Local Planning Policy and would be compliant with the guidance set out in the Framework, subject to compliance with planning conditions. The development therefore complies with the development plan. There is a positive presumption in favour of approving the development and there are no material reasons to object to the application.

POLICIES:

All Development Plan policies and proposals relevant to this decision and which form part of this decision notice are specified below:

CS Policy ENV1 - Protecting and Enhancing Our Natural and Historic Environments

CS Policy ENV2 - Achieving Quality in Design and Conservation

CS Policy SDP1 - Presumption in Favour of Sustainable Development

TFNP Policy 6 - Heritage Assets

TFNP Policy 9 - Protecting Designated Open Spaces & Local Green Spaces



Planning, Building Control and Regulatory Services Assistant Director

Application Ref: 23/0649/FUL

Date: 20th November 2023

GUIDANCE NOTES FOR APPLICANTS WHERE AN APPLICATION HAS BEEN APPROVED

This permission refers only to that required under the Town and Country Planning Act 1990 and does not include any consent or approval under any other enactment, byelaw, order, regulation or Act. This consent does not constitute Listed Building Consent.

A) Appeals to the Secretary of State

- If the applicant is aggrieved by the decision of the Local Planning Authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, he or she may appeal to the Secretary of State in accordance with sections 78 and 79 of the Town and Country Planning Act 1990 within six months of the date of this notice.
- If an enforcement notice is or has been served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within six months of the date of this notice whichever period expires earlier.
- The Secretary of State has the power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been so granted otherwise than subject to the conditions imposed by the Council. Appeals that are pursued unreasonably may be the subject of an award of costs in accordance with the provision of Circular 8/93.
- If it is your intention to appeal and request the Inquiry procedure then you must notify the Local Planning Authority (planning@pendle.gov.uk) and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on www.gov.uk/government/publications/notification-of-intention-to-submit-an-appeal
- Appeals must be made on a form which is obtainable from The Planning Inspectorate, Customer Support Unit, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000) or from the web site <https://www.gov.uk/planning-inspectorate>. All information submitted will be available for the public to view on the internet.
- The Planning Inspectorate have introduced an online appeals service which you can use to make an appeal online – see <https://www.gov.uk/planning-inspectorate>. The Inspectorate will publish details of your appeal on the internet, including the original planning application form, supporting documents supplied to the local authority by you and with the completed appeal form and information you sent to the Planning Inspectorate. Please ensure that you only provide information, including personal information belonging to you that you are happy will be made available to others in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.

B) Purchase Notices

If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

Town Hall, Market Street, Nelson,
Lancashire BB9 7LG
Assistant Director: Neil Watson

Trawden Celtic J.F.C.
C/O Mr David Whitfield
Carr View
6 Lane House Lane
Trawden
Colne
Lancashire
BB8 8SQ

Telephone: 01282661333
Minicom: 01282618392
Date: 22nd January 2024
Our Ref: 23/0813/CND
Please ask for: Joanne Naylor
Telephone: 01282 661711
Email: joanne.naylor@pendle.gov.uk

Dear Sir/Madam

Town and Country Planning Act 1990

APPLICATION: 23/0813/CND

PROPOSAL: Approval of Details Reserved by Condition: Discharge Condition 4 (Colour sample of container) of Planning Permission 23/0649/FUL.

AT: Pavilion Recreation Ground Keighley Road
FOR: Trawden Celtic J.F.C.

With regards to your application received under the provisions of Article 21 of the Town and Country Planning (Development Management Procedure) (England) Order 2015 seeking confirmation of compliance with conditions detailed above.

Condition 4 (Colour sample of container). The submitted details are acceptable, the condition is therefore discharged subject to implementation.

Yours faithfully



Planning, Building Control and Regulatory Services Assistant Director

APPLICATION NUMBER – 23/0813/CND CDCNDZ

