



CHARTERED SURVEYORS • VALUERS • LAND AND MINERAL AGENTS

Our Ref: JRS/lg

Date: 10th October 2014

Henry Church Esq
CBRE

By email only

Dear Henry

A6 MARR: Hazel Mort and Family

I refer to our recent discussions in connection with newt mitigation measures, and confirm that my clients are, in principle and subject to agreement of terms and further details, willing to agree granting a licence for relocation of newts on their pond on the southern side of the proposed road.

Yours sincerely

J R Seed

For and on behalf of the Brown Rural Partnership

Email: jrs@brownrural.com



29 CHURCH STREET, MACCLESFIELD, CHESHIRE SK11 6LB

TEL (01625) 434696 FAX (01625) 615063

www.brownrural.com info@brownrural.com

J.R. Untch Ltd. J.R. Seed Ltd. M.G. Brighouse Ltd

Associates: R.S. Hamilton FIA (Scot) MRICS S.M. Hinchcliffe B.Sc (Hons) MRICS M.J. Statham B.Sc (Hons) MRICS

Consultants: W. R. Wincourley FRICS FAAY S. T. Watson FRICS FAAY

Regulated by RICS



24 September 2014

John Hill
Property, Planning & Highways Lawyer
Stockport Metropolitan Borough Council
Legal & Democratic Governance
Corporate and Support Services
Stopford House (2nd Floor-South End)
Piccadilly,
Stockport
SK1 3XE

Dear Mr Hill

**A6 MARR Highway Scheme – Great Crested Newt Translocation
Land off A34 Cheadle Hulme**

I refer to the heads of terms dated the 24th September 2014 relating to the proposed use of Council land in connection with works associated with the A6 MARR highway scheme.

I confirm acceptance of the terms and would be grateful if you could forward a copy of the licence document for signature.

Yours sincerely



Murray Carr MRICS
Head of Estate and Asset Management
Corporate and Support Services
Stockport Metropolitan Borough Council

HEADS OF TERMS

**LAND AT
CHEADLE HULME adj A34
STOCKPORT
CHESHIRE**

WITHOUT PREJUDICE / SUBJECT TO CONTRACT

DATE 24 SEPTEMBER 2014

- Pond Area:** Land at Cheadle Hulme adj A34
Stockport
- The pond area is indicated as Pond 108 on the attached plan.
- Owner:** Stockport MBC
Stopford House
Stockport
SK1 3XE
- Holder:** Stockport MBC
Stopford House
Stockport
SK1 3XE
- Permitted Use:** The Owner grants to the Holder rights to use the Pond Area to relocate Great Crested Newts from adjoining ponds on land currently held by the Owner that will be acquired by the Holder for the proposed scheme.
- Access:** The Holder will be permitted access between April 2015 and July 2015 to relocate the Great Crested Newts. The Holder will also be permitted access 4 times a year for period of 4 years from the date of completion of the road to inspect the Pond Area.
- Owner's Solicitors:** To be confirmed
- Holder's Solicitors:** John Hill
Stockport MBC
Legal Department
- Professional Costs:** The Holder shall be responsible for the Owner's reasonable professional costs incurred in entering into this transaction.

Conditions:

1. To use the Pond Area for the Permitted Use and for no other purpose whatsoever.
2. The Holder agrees to be responsible for making good any damage to the Pond Area arising directly or indirectly from the Permitted Use.
3. The Holder agrees to indemnify the Owner for any accidents that may arise directly or indirectly from the Permitted Use.

As shown on this plan, proposed to be an improvement of the existing street layout, including the widening of the street, the construction of a new street, and the relocation of the street, as shown on this plan. The plan is subject to the approval of the local authority.



Graham Martin

From: Paul Galligan <Paul.Galligan@comparethemarket.com>
Sent: 02 October 2014 13:12
To: Henry.Church@cbre.com
Cc: Jim Stephenson
Subject: Newts

Henry,

I hope you are well. As an act of good faith, I can confirm *that I am, in principle and subject to agreement of terms, willing to agree granting a licence for relocation of Newts on my pond on the southern side of the road.*

James will respond on the broader terms, which do not meet our expectations.

Regards,

Paul

Sent from my iPhone

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Please scan all attachments for viruses.

Our ref: HAL 7485
Your ref:

David Field
Land & Property Manager
Property Management and Disposals
Ash House
Falcon Road
Sowton Industrial Estate
Exeter EX2 7LB

John Hill
Property, Planning & Highways Lawyer
Stockport Metropolitan Borough Council
Legal & Democratic Governance
Corporate and Support Services
Stopford House (2nd Floor-South End)
Piccadilly
Stockport SK1 3XE

Direct Line: 01392 312545
Fax: 01392 312537

9 October 2014

Dear Mr Hill

**A6 MARR - LAND AT HAZEL GROVE GOLF CLUB
RELOCATION OF GREAT CRESTED NEWTS**

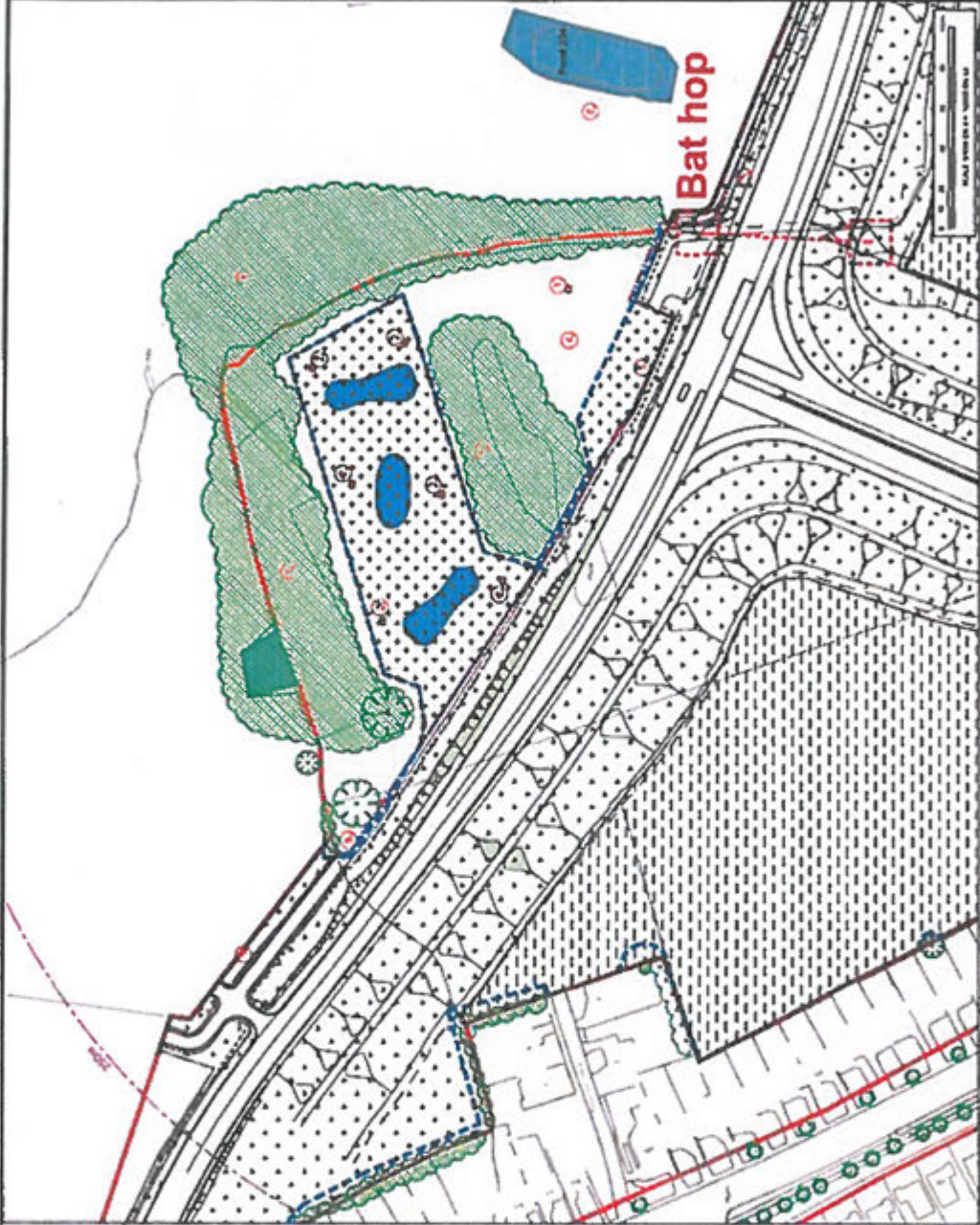
The Highways Agency represents the Secretary of State for Transport, freehold owner of the land registered under title number GM686089.

I confirm that the Highways Agency has no objection to the translocation of Great Crested Newts to the pond on our land, marked Pond 234 as identified on the plan attached. This assumes that the appropriate licence is obtained and the relevant legislation and regulations complied with.

Yours sincerely



David Field
Land & Property Manager
Email: david.field@highways.gsi.gov.uk



- NOTES:**
- 1 Areas of woodland to be protected and retained
 - 2 Information required: 2m length x 2m width x 1m height
 - 3 Log pits to be placed as suitable vegetation between receptor sites and woodland areas: 2m length x 2m width x 1m height
 - 4 Existing ground to be retained
 - 5 Cherry plant fencing to keep roots off the new road. Cherry to allow any removal that the gate system, an average width
 - 6 Four transmission masts to be provided with the clarity of pond 234. Location to be confirmed on site

| | |
|-------------------------|--|
| TOTAL PLAN AREA: 5000 | |
| NET AREA: 4500 | |
| PERCENTAGE COVERED: 90% | |
| DATE: 1/1/2011 | |
| DRAWN BY: [Name] | |
| CHECKED BY: [Name] | |
| APPROVED BY: [Name] | |
| PROJECT NO: [Number] | |

MANCHESTER CITY COUNCIL

STOCKPORT

AS TO MANCHESTER AIRPORT RELIEF ROAD

Carillion

AECOM & Grontmij

MORGAN

CHRYSLER

LEGEND

- 1. Areas of woodland to be protected and retained
- 2. Information required: 2m length x 2m width x 1m height
- 3. Log pits to be placed as suitable vegetation between receptor sites and woodland areas: 2m length x 2m width x 1m height
- 4. Existing ground to be retained
- 5. Cherry plant fencing to keep roots off the new road. Cherry to allow any removal that the gate system, an average width
- 6. Four transmission masts to be provided with the clarity of pond 234. Location to be confirmed on site

Scale: 1:1000

North Arrow

| | | | | | |
|-----|------|------|----|-------|------|
| NO. | REV. | DATE | BY | CHKD. | APP. |
| | | | | | |
| | | | | | |

MBS/39

Date 3 October 2014
Our ref RJCH/DG/460403-3 Hazel Grove Golf Club Limited
Your ref A6 MARR Highway Scheme-Hazel Grove Golf Club
Please ask for Daniel Gianferrari
Direct Dial 0844 576 1817 | 0344 576 1817
E-mail Address daniel.gianferrari@oneillpatient.co.uk
(Service not accepted by fax or e-mail)



O'Neill Patient
SOLICITORS LLP

Ian Keyte
Carillion Property Services (Stockport)
2nd Floor Stopford House
Piccadilly
Stockport
SK1 3XE

Chester House
2 Chester Road
Hazel Grove
Stockport
Cheshire SK7 5NT

RECEIVED - 6 OCT 2014

DX 15108 - Hazel Grove

Tel: 0844 576 2121
Fax 0844 576 2109

Subject to Contract

Dear Mr Keyte

Subject: A6 MARR Highway Scheme - Hazel Grove Golf Club

We have been instructed by Hazel Grove Golf Club Limited in relation to the proposed granting of a licence to allow Stockport MBC access over our client's land in connection with the translocation of Great Crested Newts.

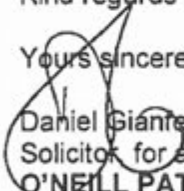
We have been passed your correspondence with our client's surveyor and understand that outline terms have been agreed, with a provision for your clients to pay our client's reasonable professional fees.

Please note that the land to which the proposed licence relates appears to be leasehold and, accordingly, it may be that the consent of the freeholder is required in order to grant the licence.

In the meantime, we look forward to receiving a draft of the licence for consideration.

Kind regards

Yours sincerely


Daniel Gianferrari
Solicitor for and on behalf of
O'NEILL PATIENT SOLICITORS LLP

O'Neill Patient Solicitors LLP is a limited liability partnership registered in England & Wales with number OC322650.

A list of members is available for inspection at the registered office. The term "partner", if used, denotes a member of O'Neill Patient Solicitors LLP or an employee or consultant of O'Neill Patient Solicitors LLP with equivalent standing.

Authorised & Regulated by the Solicitors Regulation Authority SRA Number 449172.



MBS/23
4
MBS/39

John Hill

From: Gilbert, Anthony <Anthony.Gilbert@dlapiper.com>
Sent: 30 September 2014 12:29
To: John Hill
Subject: Bramhall Golf Club [DLAP-UKMATTERS.FID3546330]
Attachments: 20140930121603949.pdf
Importance: High

John

As discussed I confirm that my clients are happy in principle with the proposal that the Council could have access to the pond on my client's property to accommodate great crested newts such access to be on terms to be agreed between the parties.

I attach a copy of the letter sent by my client's agent to withdraw their objection to the CPO and confirm that they will not now be appearing at the inquiry.

Regards

Anthony Gilbert

Senior Associate

T +44 151 237 4910

F +44 151 237 4925

E anthony.gilbert@dlapiper.com



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www.dlapiper.com

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MCS/39

John Hill

From: Xavier Patterson <xavier@bramhallsolicitors.co.uk>
Sent: 30 September 2014 12:12
To: John Hill
Subject: RE: The A6 to Manchester Airport Relief Road - Transfer of part of Moorend Golf Course

Dear John,

Further to previous correspondence and in particular our telephone call this morning.

I can confirm that my clients are agreed in principle to the grant of a licence to the Council in respect of the pond for the siting of newts and in respect of compounds subject to agreement of the detailed terms of the same.

Their agreement follows the heads of Terms as exchanged between each parties respective surveyor.

Kind Regards,

Xavier Patterson

BRAMHALL SOLICITORS
212, MOSS LANE,
BRAMHALL,
STOCKPORT,
SK7 1BD.

T. 0161 439 9777

F. 0161 439 1793

From: John Hill [<mailto:john.hill@stockport.gov.uk>]
Sent: 29 September 2014 10:21
To: Xavier Patterson
Subject: Re : The A6 to Manchester Airport Relief Road - Transfer of part of Moorend Golf Course
Importance: High

Dear Mr Pattison,

Thank you for your note below and having send you this morning a draft TP1 for approval which includes a covenant for support to the retained land, I do not propose to raise requisitions on title except that you kindly -

1. confirm that all mortgages and any other financial charges (if any) in respect of the land to be transferred will be discharged on or before completion and that you will on completion either supply Land Registry Form DS1 or apply electronically to the Land Registry to cancel the registered Charge in favour of TSB Bank Plc, Securities Centre, Ariel House, No 2138 Coventry Road, Sheldon, Birmingham B26 3JW of the Charges Register to Title GM151925 or an undertaking given to do so within 7 days of completion.
2. confirm that vacant possession of the land to be transferred will be given on completion.
3. supply the name and address of any person besides the Council to whom any dealing with the land must be given.
4. confirm that your clients have not received notice or knows of no intended notice to be served of any breaches of any covenants and restrictions or any action to be taken against your clients in respect of the ownership and occupation by your clients and any other persons of the land and that your clients have complied fully with all covenants and restrictions affecting the land insofar as such covenants and restrictions are still subsisting and capable of being enforced.

Land Registry
Transfer of whole of registered title(s)

TR1

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.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

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.

| | |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Title number(s) of the property: GM151925 |
| 2 | Property: All that land comprised in title No GM151925 being land situate at Moorend Farm, Woodford Road, Woodford, Stockport SK7 1QE |
| 3 | Date: |
| 4 | Transferor: PETER RODNEY HOLMES and BARBARA ELIZABETH HOLMES <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: |
| 5 | Transferee for entry in the register: THE METROPOLITAN BOROUGH COUNCIL OF STOCKPORT <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: |
| 6 | Transferee's intended address(es) for service for entry in the register: Stopford House, Piccadilly, Stockport SK1 3XE |
| 7 | The transferor transfers the property to the transferee |

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

8 Consideration

The transferor has received from the transferee for the property the following sum (in words and figures):
Nine Hundred Thousand pounds (£900,000.00)

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

Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

9 The transferor transfers with

full title guarantee

limited title guarantee

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

Complete as necessary.

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

they are to hold the property on trust:

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

11 Additional provisions

The Property is transferred subject to but with the benefit of the deeds and documents provisions and stipulations referred to in the Property and Charges Registers of Title Number GM151925 except for any financial charges so far as the same are still subsisting and capable of being enforced.

With the object and intention of affording to the Transferor a full and sufficient indemnity but not further or otherwise the Transferee hereby covenants with the Transferor that the Transferee and its successors in title will observe and perform the covenants and conditions contained or referred to in the registers of the Property and will save harmless and keep the Transferor and its successors in title fully and effectually indemnified against all actions proceedings damages costs claims and expenses which may be suffered or incurred by the Transferor and its successors in title in respect of any future breach or non-observance or non-performance of those covenants and conditions insofar as the same are still subsisting and capable of being enforced

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 (such as for a restriction), it must also be executed by the transferee.

12 Execution

SIGNED as a DEED by
PETER RODNEY HOLMES
in the presence of the person
named below and delivered on
the date hereof

Signed.....Peter Rodney Holmes

Witness Signature.....

Witness Name (block capitals).....

.....

Witness address

.....

Post Code.....

SIGNED as a DEED by
BARBARA ELIZABETH HOLMES
In the presence of the person
named below and delivered on
the date hereof

Signed.....Barbara Elizabeth Holmes

Witness Signature.....

Witness Name (block capitals).....

.....

Witness Address

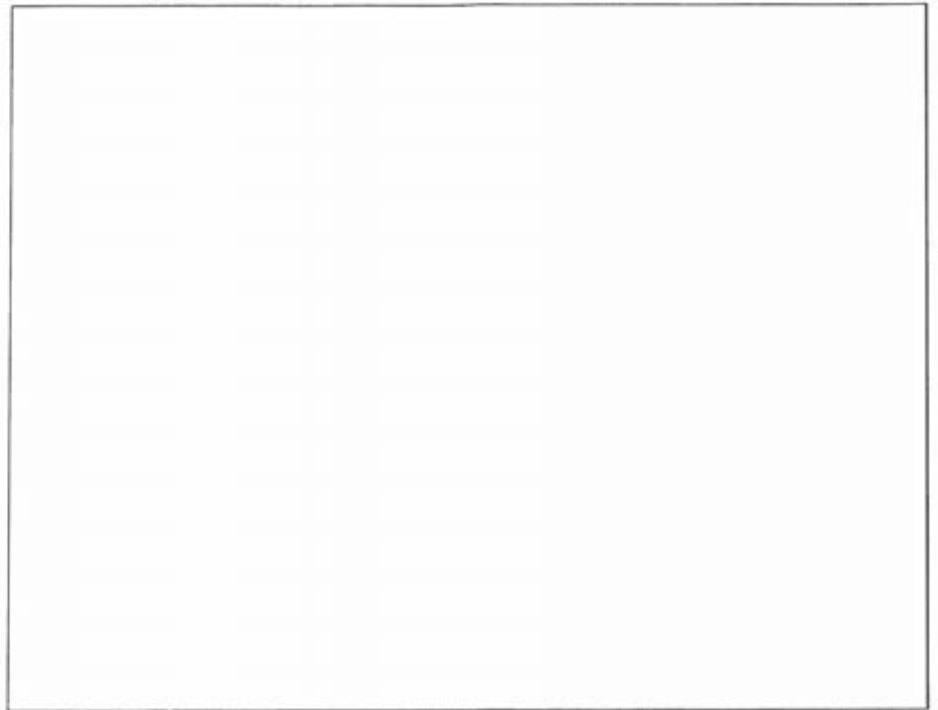
.....

Post Code.....

EXECUTED as a DEED by
affixing the Common Seal
of the Transferee :

Mayor

Authorised Signatory



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.

