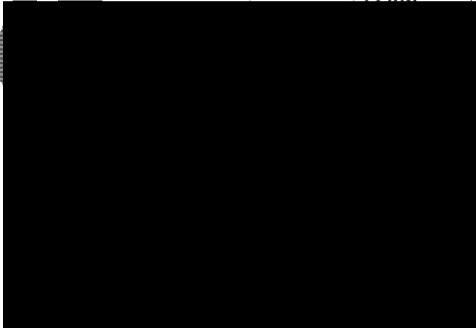


27 FEB 2007



23 February 2007

Dear [REDACTED]

Grey Towers – Nunthorpe Footpath Creation Agreement

Further to our discussion, please find enclosed the public path creation agreement in relation to the aforementioned duly executed.

I would be grateful if you could confirm by return safe receipt and also send a completed agreement copy when appropriate.

Yours sincerely

[REDACTED]
Regional Land Manager

cc: File/Grey Towers/Legals
[REDACTED]

TRANSPORT & DESIGN SERVICES	
DATE RECEIVED 27 FEB 2007	
PROJECT NO. 200684	
DRAWN BY HWA/16	
CHECKED BY PRAW	
URGENT	REPLY REQUIRED YES/NO

Gladedale (Yorkshire) Ltd

Formerly C&M Northern Ltd
Unit 8, Temple Point,
Finch Drive, Colton,
Leeds LS15 9JQ

Tel: 0113 2044250

Fax: 0113 2044251

www.gladedale.com

To
The Borough Council of Middlesbrough
Town Hall
Middlesbrough
TS1 2QQ

Our Ref: AK

And to

Your Ref:

14 February 2007

Dear Sirs,

PUBLIC PATH CREATION AGREEMENT, SECTION 25 OF THE HIGHWAYS ACT 1980, NUNTHORPE FOOTPATH NO 3 dated 2006 ("the Public Path Creation Agreement") between The Borough Council of Middlesbrough (1) Country & Metropolitan Homes (Northern) Limited (2) and Mr Willson (3).

We refer to the Legal Charge by Country & Metropolitan (Northern) Limited in favour of The Governor and Company of the Bank of Scotland ("the Bank") dated 15 June 2005 and registered at HM Land Registry on 29 June 2005 and the Floating Charge by Country & Metropolitan (Northern) Limited in favour of the Bank dated 28 April 2005 and registered at the Company Register on 11 May 2005 and confirm:

1. The Governor and Company of the Bank of Scotland ("the Bank") of Level 3, 21-23 Hill Street, Mayfair London, W1J 5JW consents to Country & Metropolitan Homes (Northern) Limited entering into the Public Path Creation Agreement, but only on the following terms :-

(a) The Bank shall only be liable for any breach of the provisions of the Public Path Creation Agreement during such times (if any) as the Bank becomes mortgagee in possession of the property and then only to the extent that the Bank has caused such breach to be occasioned.

(b) The Bank shall not in any event be liable for any breach of the Public Path Creation Agreement arising before it becomes the mortgagee in possession (if at all) of the Property regardless of whether or not such pre-existing breach shall continue during any period when the Bank is a mortgagee in possession of the property.

2. Subject to paragraph 1 above the Bank agrees that its Floating Charge referred to above will be subject to the Public Path Creation Agreement.

Yours faithfully,

Signed by..

Being duly authorised for and on behalf of
The Governor and Company of the Bank
Of Scotland in the presence of :-

On copy/

We the Borough Council of Middlesbrough Acknowledge receipt of consent in the above terms and confirm our acceptance of the same.

Proper Officer of the Council

Dated

2007

acknowledges receipt of consent in the above terms and confirms acceptance of the same.

Dated

2007

We at Country & Metropolitan (Northern) Limited acknowledge receipt of consent in the above terms and confirm our acceptance of the same.

of Belt Limited Country & Metropolitan

Dated

15th Feb

2007

(NORTHERN) LTD

Letter of Nomination by Divisional Chief Executive

TO: WHOM IT MAY CONCERN

30th November, 2005

I, **George E Mitchell**, Divisional Chief Executive of Bank of Scotland Corporate and a Director of each of HBOS plc, and The Governor and Company of the Bank of Scotland confirm that each of the **Head(s), Regional Director(s), Senior Director(s), Area Director(s), Director(s) and Associate Director(s) of Bank of Scotland Corporate**, is an authorised signatory of **The Governor and Company of the Bank of Scotland** to sign the deeds and documents specified below,

- (a) Facility Letters, Loan Agreements and any other agreements, letters, deeds or documents in any way connected with the banking facilities to be made available in terms of a Facility Letter and Loan Agreement;
- (b) Investment Agreements, Shareholder Agreements, Subscription Agreements, Investor Loan Agreements and any other agreements, letters, deeds or documents in any way connected with the investment funding to be made available;
- (c) Ranking Agreements and Deeds of Priority, Subordination Agreements and other inter-creditor arrangements;
- (d) Collateral Warranties and Substitution Agreements;
- (e) Discharges of Standard Securities/Legal Charges;
- (f) Deeds of Restriction / Disburdenment / Release or any other partial discharge of a security over land/buildings;
- (g) Memoranda of Satisfaction of any Floating Charge;
- (h) Letters of Non-Crystallisation for Bonds and Floating Charge/Debenture;
- (i) Performance Bonds, Letters of Credit and Guarantees;
- (j) Transfer Certificates and Risk Participation Agreements;
- (k) Leasing and Lease Purchase transactions, such expressions to include without limitation finance leasing, operating leasing, hire purchase and lease purchase transactions;
- (l) Sale and Purchase Agreements, Warranty and Guarantee Agreements and other related documentation relative to the Bank's exit or partial exit from its equity investments (including warrants, options, ordinary and preferred shareholdings and convertible loans);
- (m) Any other relevant documents, excluding the granting of Power of Attorney to non-Bank employees

This authorisation will continue until 30th June 2007, but will no longer apply should the signatory cease to occupy any of the roles identified above.


Divisional Chief Executive, Bank of Scotland Corporate
Director, HBOS plc

PARTICULARS OF EXECUTION BY ATTORNEY

These presents are subscribed at Level 3, 21-23 Hill Street, Mayfair, London W1J 5JW on 14 February 2007 by David O'Sullivan, Associate Director Real Estate, London, before this witness:

[REDACTED]


Bank of Scotland Corporate, Level 3, 21-23 Hill Street, Mayfair, London W1J 5JW

PUBLIC PATH CREATION AGREEMENT

HIGHWAYS ACT 1980

MIDDLESBROUGH COUNCIL

NUNTHORPE FOOTPATH NO.3 CREATION AGREEMENT 2006


Head of Legal Services
P.O. Box 99A
Town Hall
Middlesbrough
TS1 2QQ

PUBLIC PATH CREATION AGREEMENT

HIGHWAYS ACT 1980

MIDDLESBROUGH COUNCIL

NUNTHORPE FOOTPATH NO. 3 CREATION AGREEMENT 2006

This Public Path Creation Agreement is made on the «Date» day of «Month» 2006

Between the Borough Council of Middlesbrough ("the Authority") of the first part and Country & Metropolitan Homes (Northern) Limited, Grange Park, Boston Road, Wetherby, West Yorkshire, LS22 5DY ("the Landowner") of the second part and [REDACTED] Nunthorpe ("the Occupier") of the third part.

WHEREAS

1. The owner is seised in fee simple in possession free from encumbrances and registered as proprietor with an absolute freehold title of land situate adjacent to Old Stokesley Road and shown edged red on the plan annexed hereto ("the land").
2. The Occupier is resident at the property known as [REDACTED]
3. It is intended to dedicate a public right of way as a public footpath across the Land and such right of way is shown on the annexed plan by a bold dashed line.
4. The Council in whose area the Land is situated has been consulted pursuant to Section 25(3) of the Highways Act 1980
5. The Council has given due consideration to the needs of agricultural and forestry and to the desirability of conserving flora, fauna and geological and physiographical features pursuant to Section 29 of the Highways Act 1980

NOW IT IS HEREBY AGREED, pursuant to powers in Section 25 of the Highways Act 1980, as follows:-

1. The Landowner agrees to and hereby dedicates for use by the public for the purpose of a public footpath, the strip of land shown by a bold dashed line and running from A – B as marked on the plan annexed hereto and as more particularly described in Schedule 1 hereto (the "Dedication")
2. The Occupier consents to the Dedication
3. The Landowner agrees to pay the sum of £750.00 to the Council in consideration of the Council:
 - a) making the Dedication; - and
 - b) carrying out the works set out in Schedule 3 hereby

4. The Council is the highway authority for the area in which the Land is situate and is willing to undertake the maintenance of the footpath.
5. The dedication of the right of way is made pursuant to Section 25 of the Highways Act 1980 and in consideration of the Council undertaking the maintenance of the footpath.
6. The Landowner shall (if called upon by the Council) prove its title to the said strip of land as beneficial owner of the Land in fee simple.
7. The rights conferred on the public under this Agreement shall be subject to the limitations and conditions set out in Schedule 2.

IN WITNESS whereof the parties hereto have executed this Deed in the manner shown below and it has been delivered by them the day and year first before written

SCHEDULE 1

DESCRIPTION OF STRIP OF LAND SUBJECT TO THE FOOTPATH

The footpath starts at its junction with Nunthorpe footpath No.8. It proceeds in a generally south-westerly direction for approximately 64 metres to a fence where it proceeds in a southerly direction for 54 metres to a stile. The path then proceeds over the stile and in a westerly direction along a fence on the left for 324 metres.

The path then skirts round the coppice for 38 metres then proceeds in a north-westerly direction across the field to the start of the stoned section. The path proceeds along the stone track for 82 metres and then turns left just before the pumping station. The path then proceeds through the woodland in a north-westerly direction to a board walk in the centre of a hedged circle. The path crosses the board walk then continues north-westerly to a gate and the junction with bridleway No. 5.

SCHEDULE 2

LIMITATIONS AND CONDITIONS

The following are lawful limitations under subsection (4), Section 119 of the Highways Act 1980 to the public's rights over the new right of way being created by the agreement.

- Stile at Grid Reference NZ 453941 / 513361
- Gate at Grid Reference NZ 453273 / 513593

Representation must be made to the Highway Authority for the area under section 147 of the Highways Act 1980 if further lawful limitations to the public's rights over the right of way are required.

SCHEDULE 3

SCHEDULE OF WORKS TO BE CARRIED OUT BY THE COUNCIL TO BRING THE STRIP OF LAND INTO A FIT CONDITION FOR USE BY THE PUBLIC AS A FOOTPATH

- Stile - Grid Reference NZ 453941 / 513361
- Gate - Grid Reference NZ 453273 / 513593
- Way Mark Post - Grid Reference NZ 453947 / 513456
- Way Mark Post - Grid Reference NZ 453791 / 513300
- Way Mark Post - Grid Reference NZ 453611 / 513301
- Way Mark Post - Grid Reference NZ 453523 / 513354
- Way Mark Post - Grid Reference NZ 453555 / 513416
- Way Mark Post - Grid Reference NZ 453483 / 513462
- Way Mark Post - Grid Reference NZ 453437 / 513465
- Way Mark Post - Grid Reference NZ 453326 / 513552

**SIGNED AS A DEED by affixing
THE COMMON SEAL of
MIDDLESBROUGH COUNCIL**

On day of 2006

In the presence of:-

.....
Head of Legal Services

**SIGNED AS A DEED by
COUNTRY & METROPOLITAN
HOMES (NORTHERN) LIMITED**
Acting by:

.....
Director

[Redacted Signature]

.....
Director / Secretary

NOTICE OF MAKING OF A PUBLIC PATH AGREEMENT

HIGHWAYS ACT 1980

MIDDLESBROUGH COUNCIL


NUNTHORPE FOOTPATH NO. 3 CREATION AGREEMENT 2006

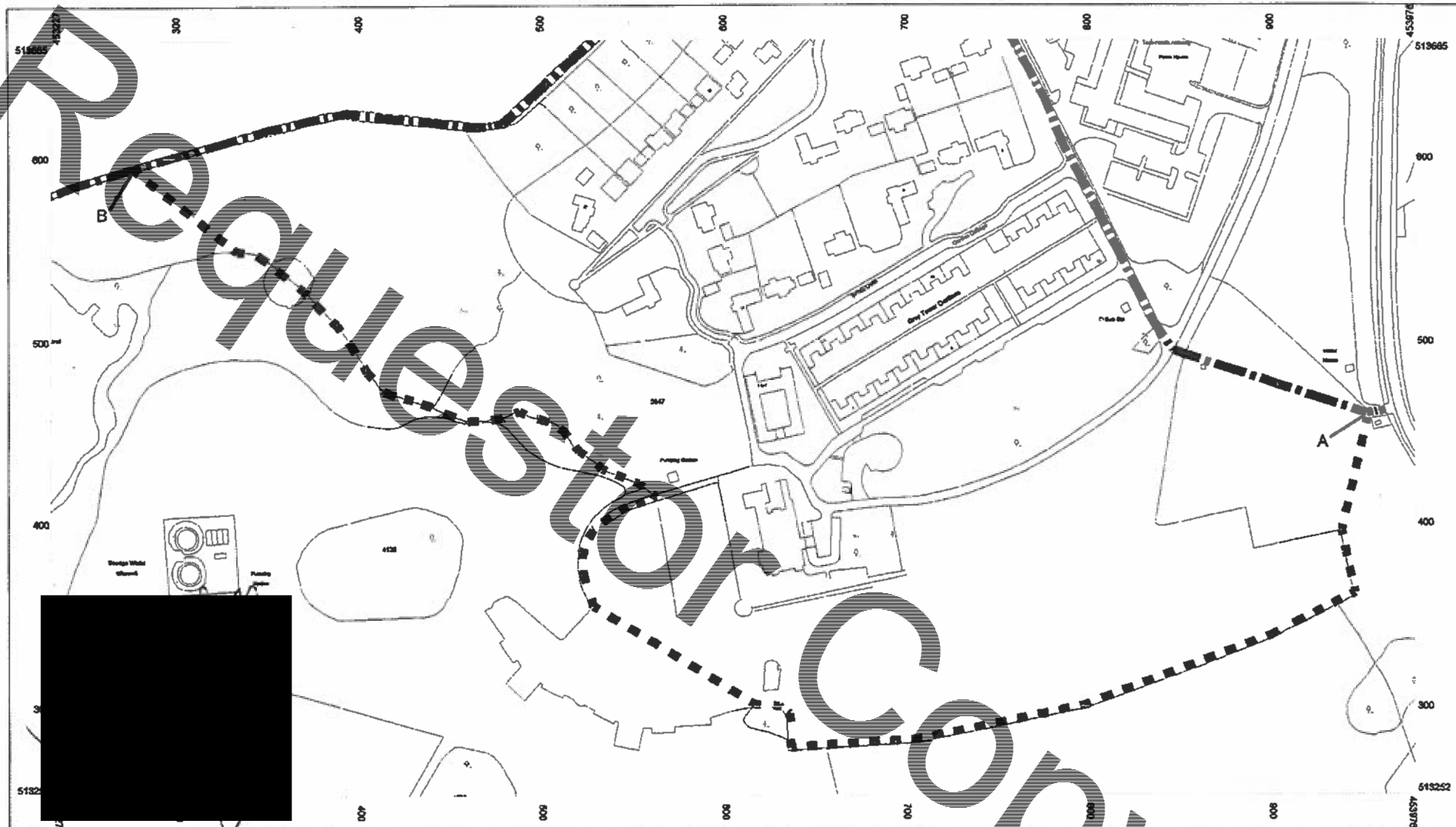
On «Date» day of «Month» 2006 the Council of Middlesbrough and Country & Metropolitan Homes (Northern) Limited completed an agreement made under Section 25 of the Highways Act 1980.

The effect of the agreement is to create a Footpath maintainable at public expense of between 1.5 to 5 metres in width commencing at Junction with Nunthorpe FP No. 8, Grid Reference NZ 453949 / 513458 and proceeding South westerly then Westerly to its finish at the Junction with Nunthorpe BW No. 5, Grid References NZ 453273 / 513593.

A copy of the Agreement and the Agreement map have been placed and may be seen free of charge during normal office hours at Vancouver House, until «Date» day of «Month» 2006. Copies of the Order and map may be purchased from the Head of Legal Services, P.O. Box 99A, Town Hall, Middlesbrough TS1 2QQ at a reasonable cost.




Dated «date»


Head of Legal Services
P.O. Box 99A
Town Hall
Middlesbrough
TS1 2QQ



Middlesbrough Council

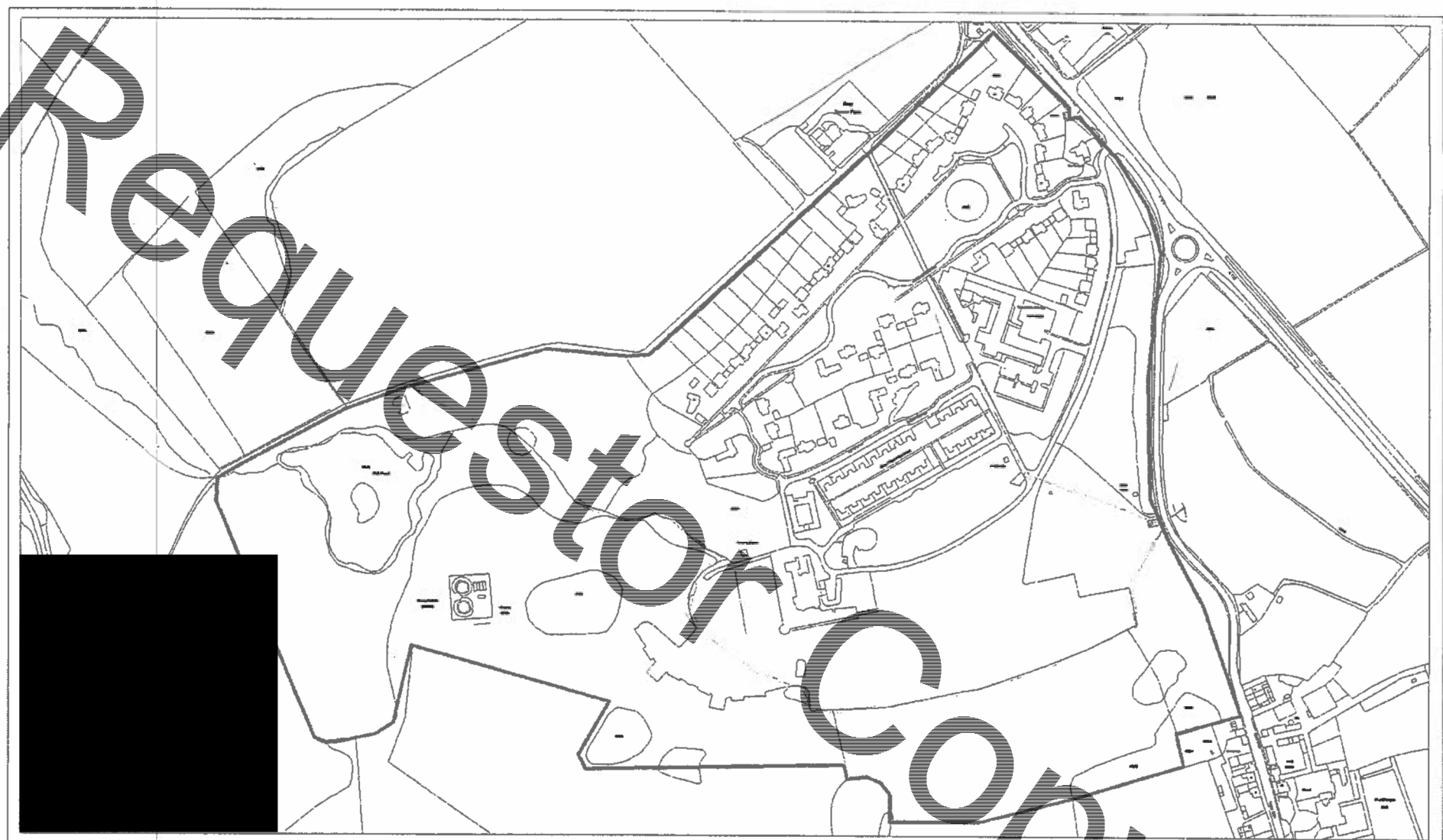
NUNTHORPE FOOTPATH No.3 CREATION AGREEMENT 2006

KEY: Path to be Extinguished: 
 Path to be Added: 
 Other Paths or Ways: 

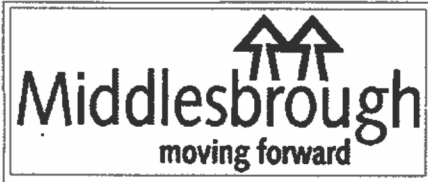


Type of Order Made: Creation Agreement Order Made Under: Highways Act 1980, Section 25
 Drawn By:  Date: 19th June 2006 Reference: Grey Towers
 Scale: 1:2000 Contact No. 01642 728153 OS Sheet: NZ 5313 SE

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Middlesbrough
Council



Freehold Title Plan Of Land Involved

Drawn By: [REDACTED] Date: 19th June 2006 Drawing No. GTPA001
Scale: 1:6000 Contact No. 01642 728153 Reference: Grey Towers

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MIDDLESBROUGH COUNCIL

Head of Transport & Design Services

P.O. Box 65, Vancouver House, Central Mews, Gurney Street, Middlesbrough. TS1 1QP

Website: <http://www.middlesbrough.gov.uk>



7th October 2003

Direct Line: (01642) 728153

Switchboard: (01642) 245432

Fax: (01642) 728964

DX60532

Our Ref: HW11/3

Your Ref:

When telephoning please ask for :

Dear Sir,

Creation of Footpath at Grey Towers, Nunthorpe

I write further to your recent telephone conversation with my Public Rights of Way Officer, [REDACTED] and his site meeting with [REDACTED] of Friday 26th September regarding the above matter.

I understand that the following items were agreed:

- 1) An amendment to the original route in order to reduce any potential impact on the agricultural tenants and to minimise public contact with livestock.
- 2) The route to follow existing tracks through the woodland area with the precise line and nature of the surfaces being left to your discretion and in consultation with [REDACTED].
- 3) [REDACTED] to supply suitable gates, stiles and way-marking posts for you to install.
- 4) [REDACTED] to speak to [REDACTED] of Nunthorpe Hall Farm to agree the details in so far as they affect him.

Given that the landscaping works on the site will continue throughout the summer of 2004 and that public access before then will not be possible then clearly there is no urgency in supplying the required materials. I will ask Ian to liase with you in order to make the necessary arrangements at the appropriate time.

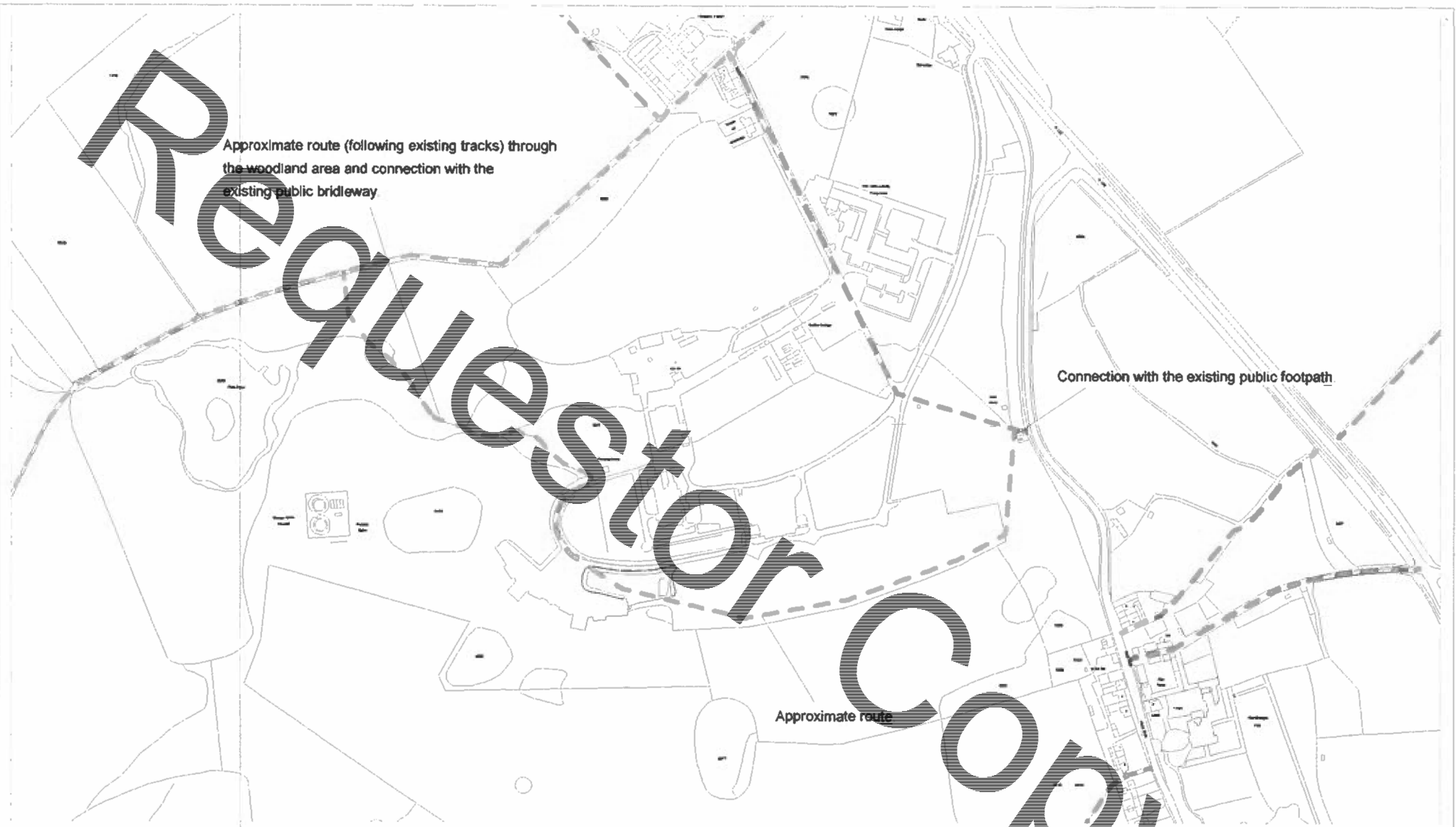
[REDACTED] being concerned at the possibility of increased disturbance to his sheep, has subsequently expressed a strong preference for maintaining only one access point from the Nunthorpe Village road. He would ideally like the new route to connect with the existing public footpath but would be prepared to discuss relocation of the entrance point were this felt to be

necessary. For your assistance I therefore enclose a plan indicating what I believe would be the most agreeable route.

I trust that this information is of assistance. Should you require any further information or advice please do not hesitate to contact [REDACTED] at the above office.

Yours faithfully

[REDACTED]
GROUP LEADER BUILT ENVIRONMENT



Middlesbrough
Council



Proposed Footpath at Grey Towers

SCALE 1:5000

DRAWN BY: JIM TAYLOR

Copyright

Transport & Design

DATE 4th October 2003
Drawing No.

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Ordnance Survey. All rights reserved. It may not be reproduced in any form without the permission of Ordnance Survey, 100 Brook Hill Drive, Exton, Leicestershire, LE19 1RQ, UK.

To: [REDACTED]

From: [REDACTED]

Subject: Grey Towers Park, Nunthorpe. Footpaths

Date: 15th October 2003

Re: Information from meeting dated 26/9/3

Please find attached drawing Site Layout RL1041/051-Rev E showing revised footpath routes to the Grey Towers development, [REDACTED] requested that footpath construction works to the woodland area were kept to a minimum, and the specification will read as follows:

- 1) Footpaths through the woodland area to be cleared approximately 1 metre wide. ✓
- 2) NO mulch / bark (left as is - well trodden). ✓
- 3) Wet / muddy areas to have wooden walkways installed (areas to be identified). ✓
- 4) Footpath routes to be signposted with 150 x 150 timber posts with directional arrows formed in the top. ✓

Stile Retainable
in my opinion
however no
objection.

We are in receipt of a letter from [REDACTED] (Group Leader Built Environment)
Ref: HW11/3 Dated 7th October 2003 addressed to our Site Manager [REDACTED] in the letter there is a request from [REDACTED] Nunthorpe Hall Farm to have only one access point from the Nunthorpe Village road this request has been incorporated on the attached drawing. ✓

Footpaths as discussed will not be formed until the building works are nearer completion, which will be around summer 2004, we can meet again nearer to this time to arrange stile delivery's etc. ✓

Hope all of the above meets with your approval,

Yours faithfully,

[REDACTED]
Contracts Manager

TELEPHONE SERVICES
8651
HW38/58
PROW

Filed in HW38/58 local dev't
drawing is as my plan attached
to October 7th letter.

Middlesbrough Council

www.middlesbrough.gov.uk

Transport & Design Services

PO Box 65, Vancouver House, Gurney Street,
Middlesbrough TS1 1QP
Tel: (01642) 245432



18 May 2005

Country and Metropolitan Homes



Direct Line: (01642) 728153
Switchboard: (01642) 245432
Fax: (01642) 728961
DX60532

Our Ref: HW11/18

Your Ref:

When telephoning please ask for:



Dear



Re: Dedication of a path at Grey Towers Park, Nunthorpe

After previous discussions between your self and my collage [REDACTED] about the path that is to be dedicated through the grounds of Grey Towers Park, Nunthorpe. Please find attached a map showing the route and the furniture to be installed along it.

The cost of installing the furniture will be approximately £750.00 and the associated costs for the dedication order and advertisement will be approximately £1,000.00.

I will carry out the work and begin the dedication process as soon as you agree in writing to the above and then invoices you for the costs incurred

Please do not hesitate to contact me if you need to discuss this matter further

Yours Sincerely



Group Leader
Built Environment



COUNTRY & METROPOLITAN HOMES (NORTHERN)

Grange Park, Boston Road, Wetherby, West Yorkshire, LS22 5DY

Tel: 01937 583306 • Fax: 01937 584660

E-mail: northernregion@candmhomes.com

www.candmhomes.com

[REDACTED]
Middlesbrough Council
PO Box 65
Vancouver House
Gurney Street
Middlesbrough
TS1 1QP

27 MAY 2005

26 May 2005

Dear [REDACTED]

Dedication of a Path at Grey Towers Park, Nunthorpe

Further to your letter of 18 May 2005 we hereby confirm our acceptance of your fee proposals in connection with the above.

We look forward to hearing from you in due course.

Yours sincerely

[REDACTED]
Land Manager



From:

To:

cc:

Subject: Bridleway - Poole Hospital

I was on site with the contractors this morning looking at some of the problems at Poole Hospital. One of which is the amount of flytipping and dumping of rubbish and general anti-social behaviour in the woodland behind the development. People are bringing vehicles down the bridleway which is a large part of the problem.

Therefore could you look into working with the landowner to erect some barrier/gate which would have to be horse friendly but stop unauthorised vehicle use down the bridleway. If you want to have a look on site let me know or contact [REDACTED] on [REDACTED]

I can't make mondays meeting but [REDACTED] is still available to discuss Lingfield and walk the paths you are interested in dedicating as ROW. [REDACTED] will be your contact when I leave for all things ROW and will attend the Steering Group meetings.

I went out on site with [REDACTED] who is drawing up the specification for Fairy Dell footpaths. Some of the stuff you identified will be picked up in the work. We are concentrating on the footpath that is the Timberland Trail (with the beck on the left hand side) up to the first bridge and then the circular loop up to the lake and access into the park and up to Dell Close. We will not be doing work around the lake in case of engineering work to desilt the lake. [REDACTED] is dealing with Fairy Dell, so any queries about that please contact her not [REDACTED]. Once the specs have been drawn up and has gone out to tender we will let you know where we will be starting work as we may not be able to do everything we want with the budget we have.

Thanks and I will speak to you next week

[REDACTED]

23/03/2006 12:05

GREY TOWERS CREATION AGREEMENT

Hi

Hope you are well and everything is going o.k

I have recently been contacted by Country & Metropolitan Homes and a number of members of the public asking about the Dedication of a path at Grey Towers. I am aware that I have sent an e-mail to you in the past about this but can't remember if I have sent you all of the information required.

Please find below the address of the Land owner, the Definitive Statement for the path and also the Path Creation Agreement.

Land Owner:-

**Country & Metropolitan Homes (Northern)
Grange Park,
Boston Road
Wetherby
West Yorkshire
LS22 5DY
Tel:- 01937 583306 Fax:- 01937 584660**

Definitive Statement:- Nunthorpe FP No.3 definitive statement



Creation Agreement:- PUBLIC PATH CREATION AGREEMENT Nunthorpe Grey Towers

Please could you check the documents and if all is correct can it be signed and sealed then forwarded to Country & Metropolitan Homes for their signature.

Kind Regards

[Redacted signature]

04 MAY 2006

[REDACTED]
 Middlesbrough
 TS7 [REDACTED]
 27th April 2006

Head of Legal and Democratic Services
 Middlesbrough Council
 Town Hall
 Middlesbrough

Dear Sir

NEW RIGHT OF WAY IN THE GROUNDS OF THE OLD POOLE HOSPITAL

As you will know, the developers of the old hospital site offered to dedicate a new Right of Way within the grounds.

I have a letter to this effect from [REDACTED] in the Transport and Design department, dated April 4th 2002. A route was worked out by the then Rights of Way officer, [REDACTED] which was amended slightly after discussion with the developers and the Ramblers' Association.

As far as I know the developers have never been against the route finally chosen and yet over four years later the footpath is still not a reality.

I understand that the only remaining obstacle is a legal one and that all the necessary paper work has been within your department for some time.

I would be very grateful if you would give me some idea of how long it will be before the necessary legal work is complete and the footpath can start being used.

Yours faithfully

[REDACTED]
 Ramblers' Association Footpath Secretary - Middlesbrough

TRANSPORT & DESIGN SERVICES		
DATE RECEIVED		
14 MAY 2006		
POST REF. NUMBER		
16340		
HOTD	HSM	DSM
FILE REF. HW11/22		
ACK SENT		
REF TO: PROW		
REF TO:		
URGENT	REPLY REQ YES / NO	

Middlesbrough Council

www.middlesbrough.gov.uk

Richard Long
Director of Legal & Democratic Services

PO Box 99A, Town Hall, Middlesbrough TS1 2QQ



Memorandum

From: [REDACTED] **Extension:** 729738 **Our Ref:** BR/Misc

Date: 29 June 2006 **Your Ref:**

To: [REDACTED]

Re: The Ramblers' Association – New RoW at the Old Poole Hospital

I understand from [REDACTED] that you are dealing with the dedication agreement for the above.

Please find attached a copy of a letter to the Ramblers' Association, for your file. Should you require any further information, please do not hesitate to let me know.

Kind regards

[REDACTED]

TRANSPORT & DESIGN SERVICES		
DATE RECEIVED 30 JUN 2006		
POST REF. NUMBER		
HOTD	HSM	DSM
FILE REF. HW 11.6		
INIT. PROV. N. K. S.		

Middlesbrough Council

www.middlesbrough.gov.uk

Richard Long

Director of Legal & Democratic Services

PO Box 99A, Town Hall, Middlesbrough TS1 2QQ



28 June 2006

[REDACTED]
Ramblers' Association Footpath Secretary

[REDACTED]
Middlesbrough
TS7 [REDACTED]

DX: 60532 Middlesbrough
Direct Line: (01642) 729738
Switchboard: (01642) 245432
Fax: (01642) 729877

Our Ref:

Your Ref:

When telephoning please ask for:

Dear [REDACTED]

NEW RIGHT OF WAY IN THE GROUNDS OF THE OLD POOLE HOSPITAL

I refer to your letters dated 27 April 2006 and 25 May 2006 addressed to the Head of Legal Services, and to your letter dated 15 June 2006 addressed to the Mayor of Middlesbrough, in relation to the above matter. Please accept my profuse apologies for the delay in responding.

I have made enquiries about the progress of this matter, and I understand that the draft adoption agreement has been prepared and sent to the landowner, Country and Metropolitan Homes Limited, and we are presently awaiting comments from the landowner on that document.

This matter is presently being dealt with directly by [REDACTED] of the Council's Transportation and Design Service. Should you wish to discuss this matter directly with [REDACTED], his direct dial telephone number is 01642 728153.

I trust the above is useful to you. Once again, please accept my profuse apologies for the delay in responding to you.

Yours sincerely

[REDACTED]
Solicitor

Cc: [REDACTED] Mayor of Middlesbrough
[REDACTED] Rights of Way Officer

Middlesbrough Council

www.middlesbrough.gov.uk

Transport & Design Services

PO Box 65, Vancouver House, Gurney Street,
Middlesbrough TS1 1QP
Tel: (01642) 245432



8th February 2007

Regional Director

Direct Line: (01642) 728153
Switchboard: (01642) 245432
Fax: (01642) 728961
DX60532

Our Ref: HW11/6

Your Ref:

When telephoning please ask for:

Dear [REDACTED]

RE: Nunthorpe Footpath no. 3 Creation Agreement

I am disappointed that the dedication of the Footpath is taking so long and has still not been completed. We are now receiving pressure from local user groups, including the Ramblers Association who where promised this Footpath as part of the Grey Towers Development.

- The creation of the footpath was first talked about back in April 2002 when the Ramblers Association made comments on the draft planning permission proposals.
- A letter was sent to [REDACTED] Estates Manager in July 2003 informing Country & Metropolitan Homes that a creation agreement would need to be entered into between Middlesbrough Council and Country & Metropolitan Homes.
- A letter was sent to [REDACTED] in May 2005 confirming our discussions over the costs of both installing the furniture and for advertising the creation of the footpath.
- We received a letter from [REDACTED] on the 27th May 2005, confirming Country & Metropolitan Homes acceptance of payment of all costs associated with the creation of the footpath at Grey Towers.
- The creation agreement was sent to [REDACTED] on the 19th June 2006.
- A copy of the revised creation agreement was sent back to Middlesbrough Council on the 21st July 2006 and also to your solicitors for signing.
- A letter was last sent to your self on the 27th November 2006 asking for an update on the progress of the creation agreement.

We would appreciate if you could inform my colleague [REDACTED] on the above number, as to a date we can expect to receive the signed and sealed Creation Agreement so that site works can be started.

I hope to hear from you soon so that we can draw this matter to a close by opening this crucial link up to members of the public.

Yours faithfully

[REDACTED]
Group Leader
Built Environment

Grey Towers Park Ltd Nunthorpe
Grey Towers Management & Governance

18th July 2008

To: [REDACTED]
Group Leader Built Environment Solutions Group.

Cc: [REDACTED]
Cc: [REDACTED]

Comments in Response to Public Path creation Agreement (PH/CA/2008)

The Freehold and Leasehold Residents of the Grey Towers Park through their Management and Governance Company Grey Towers Park Ltd wish to lodge formal objections to the proposed additional Public Path Creation Agreement PH/CA/2008.

Grey Towers Park is privately owned and the maintenance is funded by the 92 residents that live within the boundaries. The cost of allowing public access is high in terms of damage and nuisance caused to the estates woodland and the litter deposits.

The resident experience of public access is very negative to the extent that it has prevented many from enjoying a resource that they pay a high price to support. Further deterioration in the quality of life from increasing public access to this private estate is unwelcome. On the basis of experience continuing since the developments inception, GTP Ltd on behalf of the residents oppose public access to the Park and therefore cannot support any granting of a right of public access.

The grounds for objections are as follows:

There is already one long standing path No 8 that passes through the the development and links to a bridleway No 5 that extends along the north side of the estate. These already give public visitors more than adequate access to the woodland and open countryside for walking and riding and give excellent access to the footpaths on the south and west side of the estate that pass through open fields and give perfectly adequate long-range views of Grey Towers Hall.

There is no dedicated parking area allocated or possible at the boundaries of Grey Towers Park for the majority of members of the public visiting by car and

*Foot Paths not Bridleways
Views are obstructed
There is no access to the public onsite and off site who park on the private lane and take their dogs for a walk*

intent on walking the site. The Public do not enter the site at the intended entry and exit points of the existing footpath and proposed footpath but park on the site at or close to the Hall and join the footpaths at a number intermediate points. As a consequence the public park their cars on private land or in residents private spaces. This causes nuisance and damage to the land subsequently incurring cost to repair. This is an unacceptable and surely an unintended consequence.

Not due to them - would happen if the path was there or not

The woodland and landscape are subject to a 106 agreement and a 10-year management plan funded by residents and contributions from the developers. Public access is causing these costs to rise because of the additional liability insurances the residents have to fund to protect the residents from legal action against dangerous activities the Public engage in around the woodland and lake.

the footpath is part of this 106 Agreement

The Public visiting Grey Towers, dump rubbish, poach, shoot at wildlife and have been known to shoot at the residents. Public Dog Walkers allow their dogs to foul the footpaths and don't pick up. Some pick up then discard the plastic bag or hang it on a bush or a fence. Public access is encouraging, camping, night parties with music, anti-social behaviour, BMX biking, horse riding. Continuing resident complaints have significantly increased the workload for the local police.

Just the lake

His distinction between Public and Estates Residents is wrong they are all public and all use the lake

Council Officers and Police have been shocked by the extent of damage caused by the Public to the woodland in the process of building a BMX cycle and motor cycle track.

No where near the path access

There are risks to the public as a result of the Giant Hogweed and other Hogweed species. Attempts to warn the public of the risks with posters have all been torn down and vandalised along with the tape to cordon and protect the public from the higher concentrations of Giant Hogweed.

Tampering

time we will replace with permanent metal signs

Wooden Public Footpath signs put in place by Middlesbrough Council to mark the footpath have mostly disappeared as a result of the Public ripping them from the ground and burning them or using them for shooting practice.

The appetite of the residents to fund a site that has shared access is diminishing daily and further public access will ensure that the funds will not be available to maintain the estate and restore it to its original state.

Council Pays!

We can supply photographs of typical litter and effects of vandalism.

Yours sincerely

[Redacted signature]

On behalf of the directors of Grey Towers Park Ltd

[Redacted name]

2 near lake



21/07/2008 12:32

To

cc

bcc

Subject Public Footpath creation (PH/CA/2008) (HW 11/0)

Dear

RE: Public Footpath Creation Agreement PH/CA/2008 Your Ref: HW 11/0

Please find below a number of comments by members of Nunthorpe Parish Council. NPC now has a summer recess and won't meet as a Council until September therefore there has not been time to discuss the matter as a whole body. In view of the fact that a 21 day response is required – the letter was received on the 2nd July 2008, I forward the comments so that there is indeed some representation from NPC on the matter.

1. ...my opinion as in favour of the new Public Right of Way number 30 across the Grey Towers estate, based on the fact the estate is already suffering massive ASB problems and that introduction of a new PROW (which is as rare as hen's teeth in Middlesbrough) would not necessarily change or worsen this situation and would definitely be for the greater good of Nunthorpe residents.
2. I thoroughly understand and sympathise with residents' concerns about anti-social behaviour and on those grounds do not agree with the proposal, however, I am also supportive of enhancing opportunities for walkers, riders and the general public having increased access to the area to enjoy Nunthorpe and its surroundings.

Given that many Councillors are now away or uncontactable for the summer period, I would ask that you take into account the concerns set out above, but would summarise that in general, NPC are in support of the footpath creation.

I would very much appreciate these comments being forwarded, and hope they are in time given that the letter was received on 2nd July.

Thank you in advance.

Yours sincerely

Clerk to Nunthorpe Parish Council

[REDACTED]
Middlesbrough Council
Transport and Design Services
P O Box 65
Vancouver House
Gurney Street
Middlesbrough
TS1 1QP

29 July 2008

Dear Sir / Madam

Public Path Creation Agreement CPH/CA/2008
Grey Towers Park

I write further to your letter dated 24 July 2008 reference HW 11/0 regarding the aforementioned matter.

Whilst in principle we have no objection to the route of the proposed public path and we acknowledge that indeed planning matters dictate that a new public path must be created. It has been brought to our attention by residents that they have had objections to the proposed route in the interests of privacy and safety.

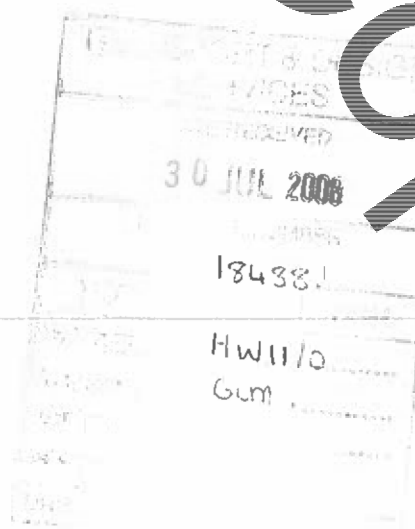
Can I therefore state it be a condition of our approval that the proposed route of the public path has the support of the residents of Grey Towers Hall and the Walled Gardens.

We also acknowledge that we have paid all monies due on this matter in accordance with the section 106 Agreement and that no further monies will be payable by ourselves.

Yours faithfully

[REDACTED]

Land Director



Gladedale (Yorkshire) Ltd

Formerly C&M Northern Ltd
Unit 8, Temple Point,
Finch Drive, Colton,
Leeds LS15 9JQ

Tel: 0113 2044250

Fax: 0113 2044251

www.gladedale.com

AGENDA

Poole Hospital Access Meeting

10th December 2008, 10:30am

Vancouver House

3rd Floor Conference Room

1. Introduction and History
2. The 'Green Link'
3. Access to woodland & Lake
4. Antisocial Behaviour on site
5. A.O.B

10 December 2008

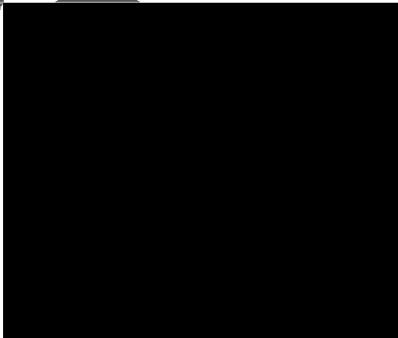
Please add your name to the list

[illegible]

TRANSPORT AND DESIGN

POOLE HOSPITAL ACCESS MEETING NOTES OF MEETING HELD ON 10 DECEMBER 2008 AT VANCOUVER HOUSE

Present:



Public Rights of Way Officer
Highways Manager
Principal Engineer
Legal Executive
Principal Solicitor
Director of Grey Towers Management Company



1. Introduction and History

■ gave a brief history of the development and ■ gave a brief history of the Green Link.

2. The 'Green Link'

■ expressed his concern over the path which runs through the wildflower and woodland area and that discussions with the Council over many issues he feels are associated with this path have been dragging on for sometime now and he would like to bring things to an end.

■ also wanted to know what authority the Council had to create a path through the area to the south of the estate and in his view prematurely installed and created the path. ■ wanted to know why there is a need for the path when there is already one through the centre of the site from Stokesley Road to the bridleway. He also stressed his view that they had been sold their properties as being on a private estate surrounded by landscaped grounds which they would have access to.

■ agreed with ■ view and also stressed that he bought his house because of what he had been told by the developer. ■ passed round a brochure he had been given by the developer, which talked about a secluded estate on the edge of Middlesbrough with access to a lake within wooded grounds.

■ stressed that the Council have not created any public rights of way at this location. When planning permission was first obtained for the development, the developer (Country and Metropolitan Homes Ltd) was placed under a number of planning obligations and this was done by way of a Section 106 Agreement. This Agreement provided for access to a number of footpaths on the site including the Green Link footpath. ■ passed round a copy of the S106 Agreement map showing the route of the 'Green Link'.

█████ pointed out that it states in the S106 Agreement (at paragraph 2.1.10) that the Council (or where a management company exists, the management company), must agree any change to the route of the 'Green Link'. █████ also stated that the new landowner, Gladedale had signed a Creation Agreement with the Council in 2007.

█████ asked if the residents of the estate had been consulted by the Council on the Creation of the Green Link and if not why this was as they believed this was a legal requirement and surely the Council had a duty of care to consider the effects the path would have on the residents.

█████ reiterated that the Council had not created anything it had simply entered into an agreement with Gladedale in which they agreed to dedicate a Public Right of Way across their land in accordance to the S106 Agreement. █████ explained the difference in law between a Creation Order and a Creation Agreement in particular the difference between the two in respect to public consultation. When paths are created by agreement with the landowner, there is no statutory requirement on the Council to consult with the public nor any obligation to consider their objections. On the other hand, when the Council creates a path by an order it is statutorily bound to consult with the public and consider their objections, and where any such objection is not withdrawn, the matter must be referred to the Secretary of State who then has powers to call a public inquiry.

█████ explained that the route had already been changed slightly from that shown on the S106 Agreement plan following a request by the tenant landowner █████ and it being agreed by Gladedale. This is the route that was part of the S25 Creation Agreement between Gladedale and Middlesbrough Council.

█████ explained that as part of the Agreement Gladedale had agreed to pay £█████ towards the furniture along the route and that the furniture was to be put in and the path cut once the building work around the hall had been completed and the wildflower meadow had been landscaped.

█████ explained the legal position of the Green Link. In particular, he noted that Gladedale had signed a Creation Agreement, the footpath had been physically created on the ground, the Council had accepted the footpath, and the public had accepted it by using the footpath. There was, therefore, a strong argument that the footpath had already been created in law, and as such due legal process would be required to extinguish the public's right of access.

3. **Access to woodland & Lake / Antisocial Behaviour on Site**

█████ expressed his concerns about the vandalism to the public footpath and other paths within the woodland area. █████ gave a number of examples including a recent case of the wooden gate having been taken from the junction with the bridleway. █████ thought Middlesbrough Council had taken it down. However █████ confirmed that Middlesbrough Council did not take down the gate to the bridleway.

█████ went on to discuss other forms of vandalism and antisocial behaviour, of which he handed out pictures showing examples, including describing instances of threats he had received. █████ asked if both █████ and █████ thought that either the footpath caused the antisocial behaviour or was affected by it in a substantial way. █████ also

asked if they thought that by either removing the footpath or diverting it the vandalism would stop.

■ said that he felt that the accessibility to the site and the public's right to use the site made it impossible to stop the antisocial behaviour. ■ asked the group why is this route so important to implement.

■ advised that during the planning process residents of Old Nunthorpe Village had raised concerns about losing the access they had enjoyed to the lake, woodland and wildflower meadow. This is why the 'Green Link' was proposed in the first place.

■ mentioned that a number of people that visited the site had mentioned that they had a right to be on any part of the site as it had been given to the people of Middlesbrough. ■ asked if this was true and, if so, could he see the documents to prove it. ■ said that he was unaware of any legal documents and confirmed that he did not think this was the case as it is private land..

■ and ■ both suggested that the footpath is a cause of the antisocial behaviour and ■ asked ■ if the footpath was set in concrete. ■ reiterated his previous view that, as Gladedale had accepted and signed the Creation Agreement, and the public has used the pathway and, as such, there is a strong argument that it is now a public right of way.

■ informed ■ and ■ that the public has a right to be on the path but not on the other land. ■ stated that he had tried to remove the public off the land but has had no success. ■ asked if the route could be changed to help in any way. ■ suggested that the Council would require a route but to help resolve the problem the Council would be happy with changing the route so that it would benefit everyone. ■ agreed and asked what the way forward would be.

■ referred to paragraph 2.2.10 of the S106 Agreement which provides that the route of the footpath can be changed, as long as the Council or as the case is now, the Grey Towers Management Company agrees. ■ informed everyone that following talks with ■ it had been agreed that it would be advantageous if the path could be moved further away from the hall, to the route shown on the attached plan

Following a short break for the Council to review its position on the route, the meeting reconvened. ■ began by noting that, in the Council's view, it was essential that there be a right of way created across the land. However, ■ suggested that the line of the footpath (Green Link) could be moved to follow the site boundary. ■ indicated to ■ and ■ that the proposed route could run through the woodland and round the wildflower meadow but suggested that, as the area furthest from the woodland (the south-east of the Grey Towers estate) is not particularly affected by vandalism, the route in this area would be left up to ■ and ■ to decided on. ■ confirmed with ■, ■, ■ and ■ that they had no objections to this proposed course of action.

■ and ■ had no objection and thought that this would be a good idea. ■ suggested that a site visit with ■ should be arranged to take place later that afternoon to walk the proposed site. ■ agreed.

17/03/2009 15:49

To [REDACTED]
cc [REDACTED]
bcc [REDACTED]
Subject [Fwd: Re Meeting on Grey Towers PRW]

This was a copy of the email that I sent after our walk round the route although I did copy you you seem not to have received it.

We clearly have some objections to the route that starts at the bottom of the private road and crosses the wildflower meadow.

Regards [REDACTED]

To: [REDACTED]

cc: [REDACTED]

Subject Re Meeting on Grey Towers PRW

Dear [REDACTED]

The meeting which [REDACTED] and myself attended with yourselves in Vancouver House yesterday was a most productive meeting. We felt that all present were sympathetic and understanding of all the difficulties that we face at Grey Towers Park. We welcomed your appraisal and decision to alter the whole of the pathway in order to eradicate the very real possibility of conflict and injury that has steadily worsened over a period of time. Indeed we could not have expected more from you and were very relieved and pleased with the proposal that you made, demonstrating the flexibility that can exist in the establishment of this route. When the meeting closed yesterday we genuinely believed that your understanding and deliberation was a huge step forward in determining the future safety for the residents of Grey Towers.

Our understanding from the meeting was that the footpath would closely follow the red line on the map that you showed us.

However having walked the proposed NEW route with [REDACTED] a short time afterwards, it quickly became apparent that the new direction of the pathway that you indicated to [REDACTED] and myself was somewhat different to the one [REDACTED] had in mind, there is initially little variation to the original route and all of the problems of confrontation and parking that we informed you about.

Would you be so kind to discuss this further with [REDACTED] in order to determine whether he has misunderstood the new proposed direction of the path set down by you.

We will gladly meet with you again in order to resolve what I hope is an unfortunate misunderstanding.

In the interim I have discussed the matter with Gladedale who would obviously like to have a copy of the proposed route to see if there was any impact on their existing tenancy agreement with the farmer but were positive about a re-routing away from the estate grounds if it addressed the GTP Ltd concerns.

I would be grateful if you would acknowledge my email and send on the draft notes of the meeting when they become available.

Kind Regards [REDACTED]
On Behalf of GTP Ltd [REDACTED]

Our ref: [REDACTED]

14th April 2009

Public Rights of Way Officer
Middlesbrough Borough Council
Transport & Design Services
PO Box 65
Vancouver House
Central Mews
Gurney Street
Middlesbrough
TS1 1QP

Dear [REDACTED]

Re: Grey Towers, Nunthorpe, Middlesbrough.

Further to your recent emails to [REDACTED] regarding the Creation Agreement for the proposed Public Footpath at the above we understand from the residents/ Management Company that a revised route has been agreed.

We would therefore be pleased to receive details of the amended route in order that we can fully assess the situation before we agree to enter into the agreement.

We look forward to hearing from you in due course.

Yours sincerely

[REDACTED]

TRANSPORT & DESIGN SERVICES	
15 APR 2009	
19847	
HW1110	M. [REDACTED]
GLM	
PROW	

Gladedale (South Yorkshire) Ltd

Formerly Ben Bailey Homes
First Floor, ICON,
First Point,
Balby Carr Bank,
Doncaster DN4 5JQ

Tel: 01302 314200

Fax: 01302 314258

www.gladedale.com

Middlesbrough Council

www.middlesbrough.gov.uk

Richard Long

Director of Legal & Democratic Services

PO Box 99A, Town Hall, Middlesbrough TS1 2QQ



1 May 2009

DX: 60532 Middlesbrough

Direct Line: (01642) 729738

Switchboard: (01642) 245432

Fax: (01642) 729877

Our Ref:

Your Ref:

When telephoning please ask for:

Mr Bryn Roberts

Dear [REDACTED]

GREY TOWERS PARK, NUNTHORPE

I refer to your e-mails of 8, 14 and 24 April 2009 in relation to the above, the contents of which I have considered. Whilst I will deal with a number of your specific questions in due course, I feel that a generalised statement of the position may be useful as a starting point.

General Issues

Subject to:

- (i) the fact that the estate roads have been adopted, and are consequently public highway;
- (ii) the existing route of the green link (which, as was indicated at our meeting on 10 December, the Council would be prepared to consider diverting, subject to the provision of a suitable alternative route); and
- (iii) the existing public footpath and bridleway,

the remainder of the estate is, and has always been, private. As such, its maintenance is, and has been, the responsibility and prerogative of the landowner (Country and Metropolitan, and then Gladedale or the management company). Providing that the landowner takes no action to unlawfully interfere with the above mentioned rights, and acts in accordance with planning control, the Council has no role in the management, maintenance or stewardship of the estate. In this regard, it has never been the responsibility of the Council to notify the public at large that the estate is, generally,



UNITED NATIONS PEOPLE



Lexcel
SPECIALIST LEGAL SERVICES

private (any more than it is the responsibility of the Council to notify the public at large that your front or rear gardens are private).

As you yourself note in closing your second e-mail, 'many of you believe that you were mis-sold through misrepresentation of fact' in relation to the particulars of sale prepared by the developer. That being the case, you may wish to consult your legal advisors in relation to whether or not you have any remedy against the developers in this matter. However, as I am sure you will appreciate, the Council was not party to such advertising, and had no role in the description of the site. Consequently, the Council cannot accept any responsibility or liability for decisions made by the developer.

As a secondary point, I note your concern over continued public use of the roads within the estate for parking. Unfortunately, as the estate roads are all public highways, the public have the right to use them, and this right will continue unless and until the highways are stopped-up. The process for such a stopping-up would involve an application to the Magistrates' Court, on the grounds that the highways are not necessary (an argument which cannot be justified) together with the placing of advertisements in both the local press and the London Gazette. In order for any such application to be successful, as a bare minimum it would need the agreement of all affected households. In the extremely unlikely event that the highway was stopped-up, it would be necessary for all householders to enter into relevant wayleaves for service maintenance, and all householders would become jointly liable for the cost of maintaining the road, the provision and maintenance of street lighting, and would be jointly and severally liable in respect of any accidents which occurred on the road which were attributable to the unsatisfactory condition of the road.

Finally, I would like to address the general issue of the Section 106 agreement. I note that your second e-mail opens as follows:

"I am writing to you all in the hope that a resolution can be reached with regard to the open access of the entire site of Grey Towers Park in Nunthorpe, which is most satisfactory to all except the residents who live here. I believe that this policy was a deliberate act incorporated into the 106 Agreement which set out the Terms and Conditions of conformity, to which the Developer, 'Country and Metropolitan' had to agree in order to satisfy the requirements of MBC."

As is the case with any major planning application, the Council must consider the impact of the proposed development on the area, in light of the contents of the Local Plan. Where there is conflict with the Local Plan, or where the impact would be unacceptable, the developer and the Council may consider ways to ameliorate the impact to a degree which would render the development acceptable. In this case, those requirements are set out in the section 106 agreement referred to above. It is not, however, the case that the developer 'has to agree' to anything that the Council suggests in order to gain its planning permission; rather, the requirements set out in a section 106 agreement must comply with the legislation, the guidance and established case law relating to the acceptability and validity of planning obligations ("the conditions"). In the event that the developer, or their legal representatives [REDACTED] in this case), consider that the

requirements of the section 106 agreement are outwith the conditions, they may choose not to enter into the agreement, and appeal against any subsequent refusal of consent. In this case, both the developers and [REDACTED] clearly accepted that the obligations contained in the section 106 agreement were both valid and essential to mitigate the impact of the development. As such, the implication from your above opening paragraph, that the Council was in a position to dictate to the developer with impunity, is incorrect.

Irrespective of the above, the section 106 agreement is valid, was executed by all relevant parties, and is therefore effective and consequently should be complied with.

Specific Issues

If I may now turn to the more specific issues raised in your e-mails, in light of my comments above the remaining issues appear to be the following:

- a) The progress of the application for a Definitive Map Modification Order ("DMMO") in respect of the land to the north of the Grey Towers Park;
- b) The prospective route of the potentially diverted green link; and
- c) The delay in erecting fencing to restrict access to parts of the Park.

With regard to the first issue, within the last 10 days Legal Services have received instructions to proceed with the DMMO, and the preparation of the relevant documentation is now in progress. Once the DMMO is prepared and sealed, the Council must advertise in a local newspaper, and individually notify all affected landowners of the fact that it has made the order, and must allow an objection period of six weeks from the date of the advertisement. In the event of no objections being received within the six-week period, the Council will then confirm the order and will place a second advertisement, indicating the date upon which the new path will come into being. However, in the (more likely) event that objections are received and not withdrawn, the Council will then refer the order to the Planning Inspectorate, who will arrange for the determination of the order. This determination will take place either by written representations, a local hearing or (as is likely in this case) a public inquiry. In the event that the order is confirmed by the Secretary of State, the Council will then proceed to the second advertisement noted above. As such, the timescale for the introduction of the claimed path is uncertain, however I understand from the Planning Inspectorate that the average time (between them receiving an order and the start of a public inquiry) is approximately six months. It is, therefore, not unlikely that it may be in excess of twelve months before the path is available (assuming that the DMMO is confirmed by the Secretary of State).

In relation to the second issue, I have been sent a plan showing the current proposed route of the diverted right of way. My understanding of the issue is that you are unhappy with the eastern commencement point of the route (commencing, as it would, at the point at which the access road to the Manor House ceases to be adopted highway). However, I also note that this commencement point is both adopted highway, and is the point at which the existing public right of way (running approximately north-south) changes direction and turns in a more easterly direction. As such, I do not see that this access point is unreasonable, and, without further explanation from you as to why it "is totally

unacceptable from the residents point of view", I must conclude that it is a reasonable attempt at a compromise. As noted above, in the event that a suitable alternative route cannot be agreed, the Council will not be in a position to proceed with the diversion, and will instead have to rely upon the existing green link footpath to fulfil the requirements of the section 106 agreement. The lawful creation of that link was covered in our meeting in December, and I do not propose to cover the point again. With this in mind, I would be grateful if you would expand on the residents' objections to this access point.

In relation to the final issue, I trust that, in the general issues section of this letter, I have set out the position in relation to the majority of the land. I am not in a position to comment on whether or not fencing should have been erected sooner, but would note that, in any event, the decision to erect such fencing, and the responsibility for its erection and maintenance, has always rested with the landowner rather than the Council.

I trust that this addresses the issues raised in your e-mails.

Yours sincerely

[Redacted Signature]

Principal Solicitor

[Redacted Address Block]

POOLE HOSPITAL RIGHTS OF WAY MEETING

6 August 2009

AGENDA

1. Introductions
2. Current Legal Position
3. Council's Suggested Solution
4. Landowner's Comments
5. Management Company's Comments
6. Tenant Farmer's Comments
7. Councillors' Comments

TRANSPORT AND DESIGN

Grey Towers Park Public Rights of Way
Notes of meeting held on 6 August 2009 at Middlesbrough Town Hall

Present



Grey Towers Management Company
Grey Towers Management Company
Tenant Farmer
Middlesbrough Council Transport and Design
Middlesbrough Council Transport and Design
Middlesbrough Council Legal Services
Middlesbrough Council Legal Services

Apologies



Gladedale
Gladedale

■ indicated that the representatives from Gladedale had telephoned to submit their apologies, as they had been summoned to an urgent meeting.

■ stated that ■ and he had previously talked to Gladedale, who had delegated the responsibilities with regards to the route of the Green Link path to the Management Company.

■ agreed that this was acceptable to the Council on the understanding that the decision of this meeting would be binding upon Gladedale.

Current Legal Position

■ stated his understanding that at the meeting of 10th December 2008 all parties had agreed that the Green Link path was a public right of way, albeit one which was yet to be recorded on the Definitive Map

■ initially indicated that he did not believe that this was the case.

■ clarified the position by stating that the Green Link path had been provided for by a S106 planning agreement, and as the route had subsequently been created on the ground and the public had used it, the route was in fact a legal right of way.

All consequently agreed on this position.

Council's Suggested Solution

■ confirmed that it had been decided at the meeting in December 2008 that, subject to identifying a suitable diversion route for the Green Link path (which would be to a route which followed the site boundary), the Council would be prepared to consider diverting the Green Link path. The suggested diversionary route, which was agreed by all at the 2008 meeting, followed the western and southern boundaries of the land. ■ indicated that he had believed (incorrectly as it

transpired) that the route of the diversion at its easternmost end would not be controversial, and consequently the determination of that element of the route was left to [REDACTED] and [REDACTED] to agree at a subsequent site visit.

[REDACTED] said that he thought this not to be the case and that the full length of the diversion route had been decided upon at the December meeting. [REDACTED] confirmed that this was not the case and stated that [REDACTED] did have a meeting on site after the meeting in December and that [REDACTED] had been shown the Council's proposed diversion route, including that for the easterly section.

[REDACTED] showed everyone the Council's proposed diversion route and explained that in the Council's opinion it balanced the needs of all parties present, and represented the best compromise. [REDACTED] then asked for comments from [REDACTED]

[REDACTED] was happy with the route, as it would result in only one path crossing the field.

[REDACTED] stated his main concern was to secure a route that was away from the lake.

[REDACTED] expressed concern that members of the public were parking along the private lane near to the proposed termination point of the diverted route. [REDACTED] stated that as it was private land then the Management Company could put up gates to prevent this. [REDACTED] asked if the route would be fenced. [REDACTED] stated that there was no obligation under the S106 planning agreement for the Council to fence the Green Link path, and so the Council would not pay for, or fence off, the diversion route.

[REDACTED] stated that during his meeting on site with [REDACTED] back in December of 2008 he had indicated that, should the Management Company wish to secure the private road and wildflower meadow then they could install gates and fencing, but these would not be paid for by the Council, and their maintenance would be the responsibility of the Management Company.

[REDACTED] also stated that the reason for diverting the Green Link path to the line shown was to try and resolve the issues that [REDACTED] had with two public rights of way being across the field he farms and also two other desire lines which the public use to cut across field corners.

[REDACTED] asked if the diversion route had to follow the line shown by the Council or if the route of the path could run around the edge of the wildflower meadow at the eastern end instead of going directly across the field. [REDACTED] stated that this would not be practical, as members of the public would use the line of least resistance, irrespective of whether this was fenced and/or signed, and that would be directly across the field.

[REDACTED] stated that if the route ran around the edge then there would still be a risk of the public entering the field farmed by [REDACTED] and following desire lines. [REDACTED] agreed with this.

[REDACTED] then asked if the long standing public right of way across the middle of [REDACTED] field could be removed. The Green Link path at this eastern end could then be diverted across [REDACTED] field towards old Nunthorpe Road.

█████ stated that he would not be happy with this proposal, even though there would only be one public right of way across the field, because the desire lines would still be walked. █████ also objected to this proposal as he felt that this would be strongly opposed by the user groups and that it still would not resolve █████ concerns.

█████ stated that, in his view, the only diversion route which is likely to be acceptable is that which █████ presented, as it is more likely to be approved by the user groups. █████ also pointed out that the Council would maintain the surface of the route but that any fencing, which was erected by the Management Company, would be their responsibility to maintain.

█████ asked if the route would be close to the fence. █████ stated that the path would be 2 metres wide and would be about 0.6 metres off the current fence line. █████ also stated that the path would be kept as close to the current fence line wherever possible, however this may change as a number of trees are close to the current boundary fence.

████████████████████ were asked if they agreed with the proposed diversion route and all agreed that it was the best compromise.

█████ stated that the Management Company would like to resolve the matter as quickly as possible and asked what the time scale would be. █████ stated that he would invite the representative of the Ramblers Association to a site visit next week and would ask that they then refer the matter to their monthly regional meeting for comment.

█████ commented that Gladedale had recently tenanted the land over which part of the alternative route ran. █████ agreed to contact Gladedale and find out the contact details of this new tenant.

█████ advised that this new tenant would have to be consulted with regard to the proposed route for the diversion, and any objections taken into account before the Council could proceed.

█████ stated that subject to no objections being received then instructions would be sent to legal to make a diversion order.

Middlesbrough Council

www.middlesbrough.gov.uk

Transport & Design Services

PO Box 65, Vancouver House, Gurney Street,
Middlesbrough TS1 1QP
Tel: (01642) 245432


Middlesbrough
moving forward

9th June 2009

Direct Line: (01642) 728153
Switchboard: (01642) 245432
Fax: (01642) 728964
DX60532

Our Ref: HW 11/0

Your Ref:

When telephoning please ask for:

Dear [REDACTED]

RE: Proposed change to Poole Hospital Estate Footpath

The Council is considering the alteration to the current footpath, which crosses the Poole Hospital estate from Old Stokesley Road to Nunthorpe Bridleway 5, passing through the woodland. I have enclosed the two routes being considered and would ask if you could return in the prepaid envelope provided any comments you would like to make clearly indicating which route you would prefer.

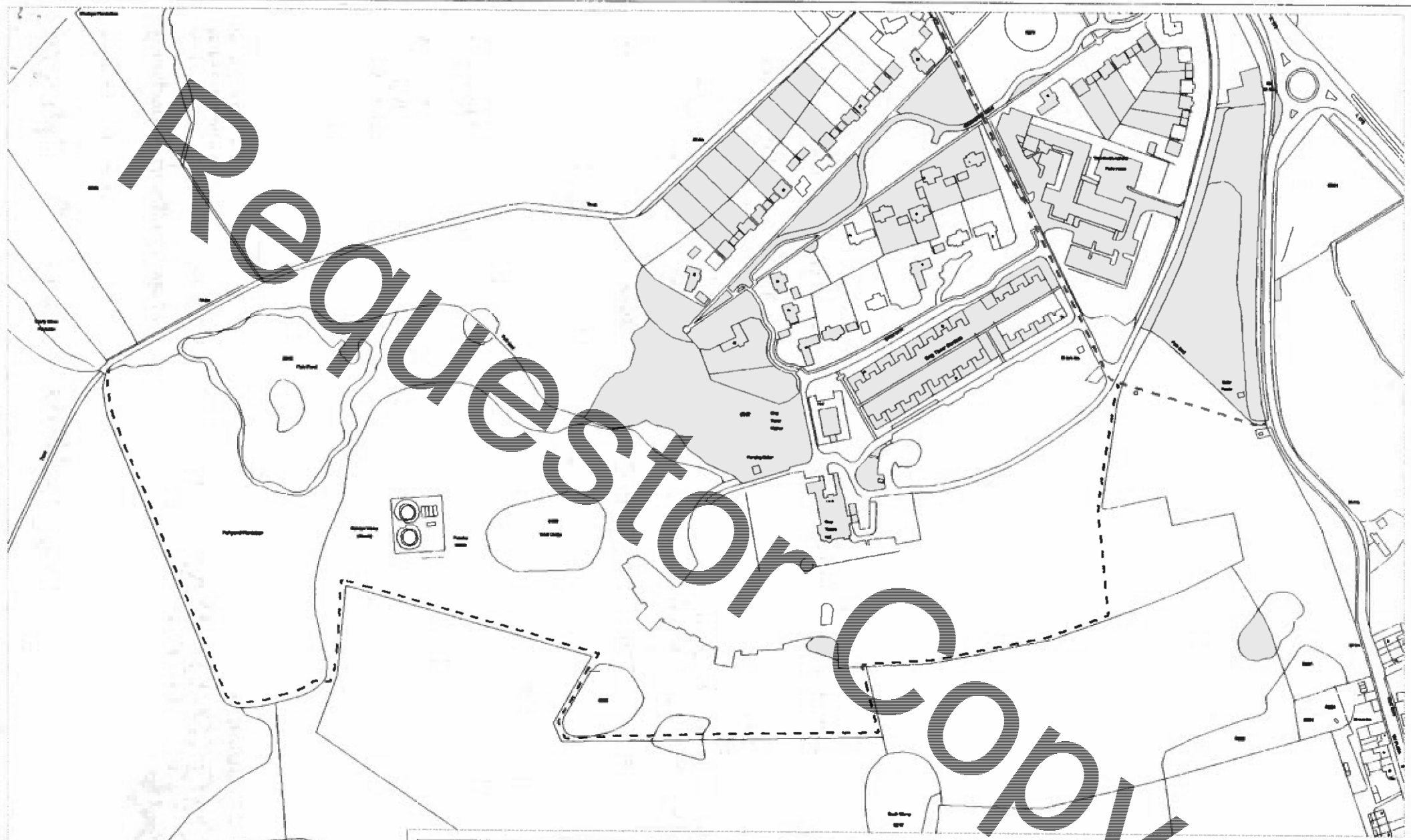
Alternatively if you wish to contact my colleague [REDACTED] on the above number he would be happy to discuss your comments and the matter further.

Yours faithfully

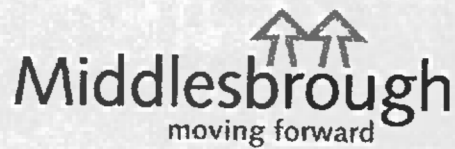
[REDACTED]
GROUP LEADER
BUILT ENVIRONMENT SOLUTIONS GROUP



INVESTOR IN PEOPLE



Proposed route A through the Pook Hospital Estate			
Head of Service:	[REDACTED]		Ref:
Service Area:	Transport & Design Services		Scale: 1 : 4,000
Created by:	[REDACTED]		Date: 9th June 2009



Proposed route B through the Pool Hospital Estate

Head of Service:	[REDACTED]	Ref:	
Service Area:	Transport & Design Services	Scale:	1 : 4,000
Created by:	[REDACTED]	Date:	9th June 2009



19/06/2009 20:43

To <[REDACTED]>
cc
bcc
Subject [REDACTED]

Re. Proposed change to Poole Hospital Estate footpath.

Dear [REDACTED]

We are strongly in favour of proposed route A, and against route B for the following reasons. The existing original footpath, A-B on the attached map, causes disturbance to our grazing sheep and over the years we have been forced to change the way we use this field to accommodate the footpath i.e. we no longer use the field for ewes with newborn lambs and we have to hold them back, in other fields, until they are old enough to cope with continual

disturbance. This results in higher stocking densities in other fields than we would like.

Since the new Estate footpath, B-C-D on the attached map, has been used the disturbance has been even greater, and last year the sheep would not graze the northern end of the field. Walkers and joggers are not keeping to the defined routes and regularly walk from A to C, and D to E with obvious consequences.

The 'kissing gates' at points B and D are not suitable because sheep are often trapped between the 2 gates and have to be released by us, and other helpful residents of Nunthorpe Village. Stiles are a much preferred option to us.

Yours faithfully,

*** eSafe scanned this email for malicious content ***

*** IMPORTANT: Do not open attachments from unrecognized senders ***



Proposed route B.doc

30/06/2009 14:24

To [REDACTED]
cc [REDACTED]
bcc [REDACTED]
Subject green link

Dear All,

I have just read the proposal from [REDACTED] regarding the 'Green Link' route. I have to say that I am overwhelmed by the sheer contempt that is held for the residents of this estate. On numerous occasions there has been a lodging of the residents displeasure for the route of this path to begin at the foot of the Private Road leading to the Manor House. This has obviously had not impacted on [REDACTED] and his department, as it appears to be impervious to our concerns, which are fact not fiction. How is it then that it should have imposed, without due care and consideration, a pathway that impinged upon the Tenant Farmer, [REDACTED] and his Lambing Sheep, should this too have been taken into consideration before assigning a pathway with all the impedimenta and expense incurred before implementation. Obviously not, therefore the lesser of two evils seems to fall upon the line of least resistance which is considered to be the residents of Grey Towers Park. Not so.

In the very near future the ownership of the surrounding land will quite possibly belong to the residents, headed by Grey Towers Park Ltd. If we are to avoid further conflict with the public at large who treat this estate of ours as a Public Car Park and Leisure Facility, then I strongly urge all of the residents to unite and say no to this proposal, not to mention the directors.

To [REDACTED] and to [REDACTED] I would urge you to go back to the Minutes of the meeting attended by myself and [REDACTED] as well as the relevant members of the Council last December. The outstanding factor of that meeting was a considered route, satisfactory to all concerned, proposed by [REDACTED] which was at that time wholly endorsed by all concerned. This was overturned by ? in just a couple of hours after a meeting later that day between [REDACTED] and [REDACTED].

The existing right of way through the centre of the estate is and always has been transitory, not a starting point. What we have now is starting point with parking facilities, giving access to all of the Wildflower meadow and Woodland beyond. There is no privacy to the Manor House, which has become part of the grand tour, a place of public interest, Bring a dog and crap everywhere.

The council in its infinite wisdom seems to think it can do as it pleases, I believe that it takes the word 'Authority' totally out of context. [REDACTED]

[REDACTED] have tried to be accomodating throughout, we have rejected this proposal with due consideration to the residents concerns. This seems to have fallen on stony ground. 'There are none so deaf as those who choose not to hear'. There can be no dictating from any quarter as to where this path must go. Mutual consent is the order of the day.

[REDACTED]



18/08/2009 12:38

To: [REDACTED]
cc: [REDACTED]
bcc: [REDACTED]
Subject: Poole Hospital Diversion Proposals [09.08.18]

1 I couldn't match the line described in Schedule 1 (Description of strip of land subject to the footpath), taken from the creation agreement given to me yesterday, with its line on the plan (the consultation plan) attached to the council's consultation (message of 12/8/09).

2 This was because the consultation plan did not agree with the creation agreement plan. A cursory examination is enough to show the differences between points D and F on the plans (using the lettering on the plan I faxed to the council earlier today).

3 This affects the way we would see any alternative route. Our measurements, being based on the erroneous map, need to be remeasured. Prima facie it is obvious that the difference in lengths between the routes will have increased; as will also the differences in lengths between the circular routes.

Regards

Begin forwarded message:

From: [REDACTED]
Date: 17 August 2009 21:58:08 BDT
To: [REDACTED]
Subject: Poole Hospital Diversion Proposals [09.08.17]

1 We thank the council for informally consulting the Rambler on a possible diversion of the path shown in the attachment.

2 [REDACTED] yourself and myself walked the present and as much as possible of the proposed route today (17/8/09) - new barbed wire fencing stopped us in many places. I will send you a marked up map by fax to explain the annotation used in the following paragraphs if you provide me with telephone number.

3 The present path (A-B-C-D-E-F-G-H)

3.1 General. The present path was dedicated by the owners of the land in 2007 by means of a creation agreement. Parts of the path, and other ways besides, were already rights of way by unhindered use by the public before the owners took possession of the land. We note that the width of the path in the agreement is stated to be between

1.5 m and 5 m but, apart from the stated limits, no indication is given of the width of any particular part of the path. The ambiguity of the information could be a rich source of legal fees should the owners decide to enclose the way in a futile attempt to discourage wrongdoers and ordinary well behaved members of the public who have used the woods and the paths in them as of right for generations.

3.2 The path from A to near F is almost entirely over grass and is not well marked on the ground. For considerable distances the used line is well away from the definitive route where the surface is irregular and dangerous (Note [REDACTED] fall when met a deep hole on the definitive line. The only limitations are two gates at B. They make a double barrier for stock containment.

3.3 From F to H the path passes through woodland where care has to be taken to avoid contact with Giant Hogweed; we did not use the section G to H because it was overgrown with plants including Giant Hogweed. We followed a well used informal path alongside the lake to arrive on the BW near Q. This section has been used by the public for generations.

3.4 Kept in a proper condition the path is an attractive one with good views of the distant hills from sections between C and F.

4 The proposed path A-J-C-D-K-L-M-N-O-P-Q

4.1 The boundary from Q to P was a straggly hawthorn hedge with sufficient foliage to block any views. Any path along this line would require the removal of young and mature trees. As we could not follow the line we used an informal path, say about 20 - 30 m or so to the east of the plantation boundary. Barbed wire prevented us from following anywhere near the specified line and we returned to Q more or less alongside the west bank of a wide 5 ft deep ditch. We returned to F alongside the west bank of the lake and informal paths to join the definitive path between G and F and on to F. Again barbed wire prevented us from following the new line but it was clear from the difference in heights that views from say E - D were more extensive than from L-K

4.2 Our view was that even if we had been able to follow the present line we would not be able to recommend acceptance to our colleagues; in fact our recommendation would be outright opposition. We judged, using the tests applied to diversion proposals, (a) the new point of termination would substitute a longer circular walk for a shorter; the diversion was less convenient being longer with ups and downs with one sharp change of direction after another with no recognition of desire lines; the new path would have more stiles and inferior views. The only advantage we could see was the absence of Giant Hogweed on the proposed path; but this is really a reflection on inadequate maintenance - the council should put more effort into its control/eradication near the path. You may remember that Darlington DC were told to pay compensation following the injury to a user following contact with hogweed - MBC is in hazard on this point in this locality and it might be more economical to tackle the hazard than wait for their lordships to dun the council

4.3 I haven't been able to express the distances in metres as there is no scale on the map - I think it might be near to 1:4000; would you please let me know?

03/03/2010 14:01

To
cc

Subject Re: GREY TOWERS PARK

Dear

Unfortunately, your recollection of our meeting in December 2008 is incorrect. At no time did I propose an alternative route to the Green Link path which was outside the boundary of the site, as I had no authority or ability to deliver such a path (given that the land was outside of the ownership or control of those present in the room). Rather, what was proposed, and what was apparently misunderstood, was an alternative route which ran around the internal edge of the site, allowing the landowner to erect fencing, to prevent access, which would be effective in preventing unauthorised access to private land. The notes from that meeting are explicit on the issue:

"Following a short break for the Council to review its position on the route, the meeting reconvened. began by noting that, in the Council's view, it was essential that there be a right of way created across the land. However, suggested that the line of the footpath (Green Link) could be moved to follow the site boundary. indicated to that the proposed route could run through the woodland and round the wildflower meadow ..."

In relation to your query as to the legality of the Green Link path, the notes from that meeting state:

explained the legal position of the Green Link. In particular, he noted that Gladedale had signed a Creation Agreement, the footpath had been physically created on the ground, the Council had accepted the footpath, and the public had accepted it by using the footpath. There was, therefore, a strong argument that the footpath had already been created in law. This had not, however, been tested, and consequently the status of the path had yet to be finally determined."

Subsequent to that meeting, all concerned have been working, and are continuing to work, towards the possibility of an alternative route for the Green Link. However, given that the landowner has expressly dedicated the footpath, the Council has accepted it, the public has used it, and GTP Limited have accepted (at a meeting on 6 August 2009) that the path is a public right of way, I am somewhat puzzled by your continued assertion that this may not be the case.

So far as the Council is concerned, the issue of whether or not the path is a public right of way is now closed; it is a public right of way. The Council has, however, been more than willing to try and find a possible alternative route which is acceptable to all concerned (the landowner; the management company; the tenant farmers; and the user groups) which would allow this public right of way to be diverted to a route which is at least as commodious for the public, and which allows the management company to prevent unauthorised access to that land which is not a public right of way. In the event that the management company no longer wishes the Council to pursue this alternative, should inform the Council of that change of position, and the Council will proceed with an order to record the public right of way on the Definitive Map and Statement.

Yours sincerely

From: [REDACTED]
Sent: Thursday, 04 March 2010 10:02
To: [REDACTED]
Cc: [REDACTED]
Subject: Fw: GREY TOWERS PARK

Further to your telephone call with [REDACTED] I would refer you to the following comment [REDACTED] made regarding the Green Link path in his e-mail below, namely:

'So far as the Council is concerned, the issue of whether or not the path is a public right of way is now closed; it is a public right of way.'

In your response to the enquiry, you might wish to add a little of the history concerning this path just to put the whole thing in context.

If you propose also to seek an independent view from [REDACTED] on Grey Towers (and can get a quick response from him) you might wish to hold responding to this enquiry until to have [REDACTED] reply.

03/03/2010 14:04

CC

Subject FW: GREY TOWERS PARK

This may be a case where we ask [REDACTED] to review our conclusions, for an independent view. In the event that we are forced to deal with the matter at a public inquiry, this will be useful evidence that the Council considered the matter carefully and came to the right decision.

Kind regards

02/08/2012 09:38

To [REDACTED]
cc [REDACTED]
bcc [REDACTED]
Subject Informal Consultation on the Poole Hospital Diversion
Proposals

Hi [REDACTED]

Please find attached below three plans showing the proposed diversion of two Public Footpaths at poole hospital.

Following our discussion yesterday we agreed the following:-

- The management company would pay all costs associated with the diversion order (£2,500 - £3,000)
- A stile / Kissing Gate at Point G and H
- The diverted path between F and I will be fenced on wide side (the right of the path F to G)
- A Kissing Gate at Point D and E
- The Council / Landowner will pay for a fence between Point D and E
- A small amount of fencing will be required from point I heading west for 50m (on the right of the path I to J)
- A Kissing Gate is required near Point N and O with a fence linking the two
- A number of way marker posts will be required to direct the public in the right direction these are to be arranged on site at a later date

Further comments

- It may be necessary to move the diverted path between points Q and S a little further away from the boardwalk area near Q as its is boggy or some stone may need to be laid site visit required to decided on best route
- The management company intended to place a fence knee rail between point D and the existing knee rail,
- Would the management company like to pay the Council the money up front (once the legal order is confirmed) and then for the Council to organise all the work with the contractor we have?

Please can you let me have your thoughts and if you have any questions please call me ASAP so we can finalise the detail so that you can have a meeting of the members before your AGM



1.8.2012 Plan C.pdf 1.8.2012 Plan A.pdf 1.8.2012 Plan B.pdf

Kind Regards

[REDACTED]
Public Rights of Way Officer
Transport & Design Services
PO Box 65
Vancouver House
Central Mews
Gurney Street
Middlesbrough
TS1 1QP
Tel: (01642) 728153
Fax: (01642) 728964

DATED 12 December 2002

THE COUNCIL OF THE BOROUGH OF MIDDLESBROUGH

and

COUNTRY AND METROPOLITAN HOMES (NORTHERN) LIMITED

AGREEMENT

Under Section 106 of the Town & Country Planning Act 1990
relating to the development at the former
Poole Hospital, Nunthorpe, Middlesbrough

BETWEEN

1. **THE COUNCIL OF THE BOROUGH OF MIDDLESBROUGH** of PO Box 99A Town Hall Middlesbrough TS1 2QQ (hereinafter called "the Council").
2. **COUNTRY AND METROPOLITAN HOMES (NORTHERN) LIMITED** (Company registration number 2816015) whose registered office is at Harefield House, High Street, Harefield, Middlesex, UB9 6RU (hereinafter called "the Developer").

1 DEFINITIONS

- 1.1 In this agreement the expressions listed below shall have the meanings respectively assigned in relation thereto unless the context otherwise requires:-

"the Act" means the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991) and any modification or amendment to the Act;

"Agreement" means this Agreement;

"Application" means the written applications made by the Developer to the Council under reference M/FP/0063/02/P for planning permission for the conversion of the existing buildings into 12 apartments conversion of the existing stable buildings into 7 dwellings the erection of 23 new dwellings within the walled gardens and the erection of 51 new dwellings within the grounds together with alterations to a single existing dwelling;

"Art Contribution" means the sum of £25,000 to be paid by the Developer to the Council as a contribution towards the creation of a work or works of art or craft on the Site.

"Commencement of Development" means the carrying out of a material operation pursuant to the Planning Permission in accordance with the provisions of Section 56 and 91 of the 1990 Act;

"Development" means the development proposed by the Application and any development pursuant to the Application of all or part of the Site for the purposes of residential development;

"Education Contribution" means the sum of £70,000 to be paid by the Developer to the Council as a contribution towards the additional teaching requirements to be provided at Chandlers Ridge Primary School

"Landscaped Areas" means the woodland lake and open spaces areas to be maintained or landscaped as shown on the drawings and detailed in the specifications annexed to the Management Plan with such amendments or variations as shall be agreed by the Developer and the Council;

"Management Company" means a private company or body whose composition and constitution shall be approved by the Council and whose governing board shall at the request of the Council include an employee or appointee of the Council to act in an executive capacity which shall be established for the purpose of the implementation, monitoring, supervision and execution of the Management Plan.

"Management Plan Contribution" means the sum of £90,000 to be paid by the Developer to the Council or at the direction of the Council to the Management Company towards the costs of the management of the Landscaped Areas in accordance with the Management Plan

"Management Plan" means the plan for the management of the woodland, lake and landscaped areas to be prepared by the Developer in accordance with clause 2.1 hereof.

"Off Site Works Contribution" means the sum of £135,000 to be paid to the Council for the Off Site Works;

"Off Site Works" means the construction and creation of cycle route and footpath links to the Site;

"Open Space Provision" means the sum of £10,000 to be paid by the Developer to the Council for the provision of or refurbishment of off site open space or play areas and equipment for play areas at Lingfield Farm, Woodland Park;

"Planning Permission" means the planning permission to be granted by the Council pursuant to the provisions of this Agreement and in the form of the draft attached to this Agreement.

"Plan" means the plan annexed to this Agreement;

"Planning Conditions" means the draft planning conditions attached;

"Site" means the freehold property extending to 57 hectares (141 acres) of land or thereabouts known as the former Poole Hospital at Nunthorpe, Middlesbrough and shown more particularly edged red on the Plan.

WHEREAS

1. The Council is the local planning authority for the purposes of the Act for the area within which the Site is situated and by whom the obligations contained in this Agreement are enforceable.
2. The Developer has submitted the Application to the Council.
3. The Council is desirous of encouraging the Development but would not have been willing to grant the Planning Permission but for this Agreement.

4. The Developer has agreed to enter the Agreement so to create planning obligations in favour of the Council pursuant to Section 106 of the Act and to be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained.
5. The Council intends to grant planning permission for the Development in the terms of the Planning Conditions.
6. The Covenants in this Agreement are conditional upon the Council granting the Planning Permission.

NOW IT IS HEREBY AGREED as follows:-

1

1.1 **THIS** Agreement shall be a Planning Obligation for the purposes of Section 106 of the Act and all other powers so enabling.

1.2 The planning obligations contained herein (save for those contained in Clause 4.3 below) shall not be enforceable until:-

1.2.1 planning permission for the Development pursuant to the Application has been granted

1.2.2 the Development has commenced (as defined in Section 56 of the Act)

2 **THE** Developer hereby covenants with the Council that:-

2.1 Management Plan

The Developer covenants with the Council:-

2.1.1 To submit to the Council for approval (such approval not to be unreasonably withheld or delayed) the Management Plan in accordance with the Planning Conditions;

2.1.2 Not to commence the Development prior to the approval by the Council of the Management Plan;

2.1.3 To procure the landscaping works specified in the Management Plan in accordance with the Management Plan and in accordance with the approved phasing required by the Planning Conditions unless otherwise agreed in writing by the Council or amended by any subsequent planning permission.

2.1.4 To maintain the Landscaped Areas in accordance with the Management Plan prior to completion of the transfer referred to below.

2.1.5 As soon as practicable to transfer the Woodland Lake and Landscaped Areas to either the Management Company or companies or other persons as the Council

shall have approved in writing on terms which provide the transferee to covenant directly with the Council to maintain such land from the date of the transfer.

2.1.6 To comply with the terms of the Management Plan approved by the Council;

2.1.7 Not to make any changes to the land affected by the Management Plan without the consent of the Council.

2.1.8 Not to occupy or permit or suffer to be occupied more than 50 dwellings without paying to the Council or at the direction of the Council the Management Company the Management Plan Contribution.

2.1.9 To permit the continued unimpeded use by members of the public of the footpaths on the Site existing at the date hereof

2.1.10 Not to vary the route of or stop up any of the footpaths shown on Plan 1 or any of the footpaths existing at the date hereof upon the Non Developable Land shown edged purple on Plan 2 without either;-

2.1.10.1 prior to the date of the establishment of the Management Company, the consent of the Council or

2.1.10.2 after the date of the establishment of the Management Company the consent of the Management Company

and in either case such consent shall not be unreasonably withheld.

2.2 **Play Area Contribution**

Not to occupy or permit to be occupied more than 20 Dwellings before paying to the Council the Open Space Provision Contribution.

2.3 **Off Site Works Contribution**

To pay the Off Site Works Contribution to the Council within 6 months from the date of the implementation of the Planning Permission.

2.4 **Art Contribution**

Not to occupy or permit or suffer to be occupied more than 50 Dwellings before paying to the Council the Art Contribution.

2.5 **Education Contribution**

Not to occupy or permit or suffer to be occupied more than 50 Dwellings before the payment of the Education Contribution to the Council

COVENANTS BY THE COUNCIL**3.1 The Council covenants with the Developer:-**

- 3.1.1 To provide a receipt to the person or persons providing any sums of money under this Agreement within twenty eight days of receiving the same;
- 3.1.2 To pay all monies to the Management Company by the Developer upon the formation of the Management Company in accordance with the terms of this Agreement
- 3.1.3 Within fourteen days following the fifth anniversary of the date of payment to repay to the Developer any money not spent or required for the purposes specified in this Agreement together with any interest that has accrued thereupon;
- 3.1.4 To use its reasonable endeavour within 20 working days from the date hereof to issue the Planning Permission for the Development substantially in the form of the Planning Conditions subject to clause 4.7 hereof.

4 IT IS HEREBY AGREED AND DECLARED as follows:-

- 4.1 For the purpose of such parts of this Agreement as may be subject to the law against perpetuities this Agreement shall remain in force for the period of eighty years from the date hereof or (if sooner) as long as any of such of the covenants conditions stipulations and agreements herein may not have performed.
- 4.2 In this Agreement the expression "the Council" "the Owner" and "the Developer" shall where the context so admits be deemed to include their respective successors in title.
- 4.3 The Developer shall bear the Council's reasonable costs in relation to the preparation and completion of this Agreement whether or not the Planning Permission is granted or this Agreement is completed.
- 4.4 The planning obligations hereby created shall be registered as a Local Land Charge.
- 4.5 For the purposes of this Agreement where any approval is required from the Council such approval shall not be unreasonably withheld.
- 4.6 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement:-
 - 4.6.1 occurring after he has parted with his interest in the Site or the part of the Site in respect of which such breach occurs (but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest); or

4.6.2 if he shall be a purchaser occupier or tenant of an individual dwellinghouse constructed on the Site.

4.7 Nothing in this Agreement shall be construed as restricting the exercise by the Council of any power or discretion exercisable by it under the Act or under any other act of parliament nor prejudicing or affecting the Council's rights powers duties and obligations in any capacity as a local planning authority

4.8 If the planning permission granted pursuant to the Application shall expire before the Development is begun or shall at any time be revoked this Agreement shall forthwith be annulled and cease to have effect and the Council shall immediately remove any entry relating to this Agreement from the Registrar of Local Land Charges.

4.9 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than one relating to the Development) granted (whether or not on appeal) after the date of this Agreement

4.10 Save as provided by this Deed nothing in this Deed shall be treated as giving rise to any rights to third parties under the Contract (Rights to Third Parties) Act 1999

IN WITNESS WHEREOF the Council and the Developer have set their respective Common Seals upon and have executed this Agreement as a deed in the presence of the persons mentioned respectively below the day and year first before written.

**THE COMMON SEAL of
THE COUNCIL OF THE BOROUGH OF
MIDDLESBROUGH** was hereunto affixed (but not delivered until the date hereof) in the presence of:-



Authorised Officer



SIGNED as a Deed (but not delivered until the date hereof)
on behalf of
COUNTRY AND METROPOLITAN HOMES (NORTHERN) LIMITED

Director

Director/Secretary



PLANNING & DEVELOPMENT COMMITTEE

RECOMMENDATION: Subject to 106 Agreement, approve conditionally

CONDITION(S)/REASON(S):

- 1 The development shall only be carried out using finishing materials of which samples have been submitted to and approved by the local planning authority prior to commencement of the development.

Reason: To ensure the use of satisfactory materials.

- 2 No development approved by this permission shall be commenced until a scheme for the provision and implementation of a surface water run off limitation has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented in accordance with the approved programme and details.

Reason: To prevent the increased risk of flooding in Marton West Beck.

- 3 No development shall take place until a full and authoritative risk assessment report on the application site, the details of contamination and any remediation works necessary is submitted to the Local Planning Authority and approved in writing and thereafter implemented to a standards suitable for the intended use.

Reason: In order to achieve a satisfactory form of development.

- 4 No development shall be commenced until a scheme for the disposal of drainage has been submitted to and approved in writing by the Local Planning Authority. Thereafter no part of the development shall be occupied or brought into use until the approved scheme has been fully implemented. The scheme shall be retained throughout the life of the development unless otherwise agreed in writing with the local planning authority.

Reason: To prevent pollution of the water environment.

- 5 Prior to being discharged into any watercourse, surface water sewer or soakaway system, all surface water drainage from parking areas and hardstandings shall be passed through an oil interceptor installed in accordance with a scheme previously submitted to and approved in writing by the local planning authority. Roof water shall not pass through the interceptor.

Reason: To prevent pollution of the water environment.

PLANNING & DEVELOPMENT COMMITTEE

- 6 Roof drainage downwater pipes shall at all times be sealed at ground level to prevent the ingress of any contaminated water/run off.

Reason: to prevent pollution of the water environment.

- 7 Prior to the commencement of any works on site a settlement facility for the removal of suspended solids from surface water run off during construction works shall be provided in accordance with details previously submitted to and approved in writing by the local planning authority. The approved scheme shall be retained throughout the construction period.

Reason: To prevent pollution of the water environment.

- 8 Any facilities for the storage of oils, fuels or chemicals shall be sited on impervious bases and surrounded by impervious bund walls. The volume of the bunded compound should be at least equivalent to the capacity of the tank plus 10 per cent. If there is multiple tankage, the compound should be at least equivalent to the capacity of the largest tank, or the combined capacity of interconnected tanks, plus 10 per cent. All filling points, vents, gauges and sight glasses must be located within the bund. The drainage system of the bund shall be sealed with no discharge to any watercourse, land or underground strata. Associated pipework should be located above ground and protected from accidental damage. All filling points and tank overflow pipe outlets should be detailed to discharge downwards into the bund.

Reason: To prevent pollution of the water environment.

- 9 The development shall be carried out in full accordance with Bat and Owl survey document dated June 2002. Any revisions/amendments to the report recommendation shall be first approved in writing by the local planning authority.

Reason: To ensure a satisfactory development and in order to protect the bat and owl populations.

PLANNING & DEVELOPMENT COMMITTEE

- 10 Prior to an application for a DEFRA licence being submitted a full survey of the interior of the building shall be carried out to determine the exact nature and positioning of bat roosting areas. The survey shall also include inspection of the interior of the buildings for signs of recent use by barn owls and if evidence is found of such appropriate measures should be taken to safeguard these. Details of the survey and recommendations shall be submitted to and approved in writing by the Local Planning Authority prior to the submission of the DEFRA licence.

Reason: To ensure a satisfactory development and in order to protect bat and owl populations.

- 11 Notwithstanding the submitted details prior to the commencement of development hereby approved a Woodland Management Strategy shall be submitted to and approved in writing by the Local Planning Authority and thereafter implemented in full accordance with the approved scheme.

Reason: To ensure a satisfactory form of development.

- 12 Notwithstanding the provisions of the Town & Country Planning General Permitted Development Order 1995 (or any order revoking or re-enacting that Order), no alterations shall be made to the external elevations of the dwellinghouse(s) without the specific written consent of the local planning authority.

Reason: In order that the local planning authority may protect the visual amenities of the Conservation Area.

- 13 Notwithstanding the provisions of the Town & Country Planning (General Permitted Development) Order 1995 (or any order revoking and re-enacting that order) (with or without modification), no windows/dormer windows (other than those expressly authorised by this permission) shall be constructed.

Reason: In order that the local planning authority may protect the visual amenities of the Conservation Area.

- 14 Notwithstanding the provisions of the Town & Country Planning (General Permitted Development) Order 1995 (or any order revoking and re-enacting that Order with or without modification), no garages shall be erected (other than those expressly authorised by this permission).

Reason: In order that the local planning authority may protect the visual amenities.

PLANNING & DEVELOPMENT COMMITTEE

- 15 Within 3 months of the grant of planning permission a detailed costed 10 year landscape management plan/strategy shall be submitted to and approved in writing by the local planning authority and thereafter implemented in full accordance with the approved details.
- Reason: To secure a satisfactory form of development.
- 16 Before the occupation of the first dwelling house Grey Towers House shall be wind and water tight to the written satisfaction of the local planning authority. Before the occupation of the last 10 dwellinghouses Grey towers House shall be to second fix stage to the written satisfaction of the local planning authority.
- Reason: To secure the satisfactory refurbishment of Grey Towers House.
- 17 Prior to the commencement of development a plan showing the details of the emergency access into the site shall be submitted to and agreed in writing by the Local Planning Authority and thereafter implemented in full accordance with the approved details before the first dwelling is occupied.
- Reason: In the interests of highway safety.
- 18 Prior to the occupation of the first dwelling the roundabout between the A172 and Nunthorpe Village Road Drg (PL) 03 Rev B shall be completed to the satisfaction of the Local Planning Authority.
- Reason: To secure a satisfactory form of development.
- 19 A risk assessment report on the site, details of any contamination and any remediation works necessary, shall be submitted to the local planning authority for approval in writing, and thereafter the works identified shall be carried out so as to bring the site to a standard suitable for the intended use, prior to the development works being undertaken.
- Reason: In the interests of the amenities of the area.

Committee Date: 13th September 2002

Originator:

Contact Officer:



PLANNING & DEVELOPMENT COMMITTEE

The Conservation Area Consent application has not been submitted in isolation from a redevelopment scheme but as is clear from the above an integral part of the overall redevelopment scheme.

The removal of the structures will enhance the conservation area and help restore the grounds to their original form and character. There are no grounds to justify/substantiate refusal of the removal/demolition of the structures identified and accordingly it is recommended that Conservation Area is granted.

RECOMMENDATION: Approve Conditionally

CONDITION(S)/REASON(S):

- 1 The demolition works hereby permitted shall not be undertaken before a contract for the carrying out of works for redevelopment of the site has been made and planning permission and listed building consent has been granted for the redevelopment for which the contract provides.

Reason: In the interests of the visual amenities of the Conservation Area.

- 2 Prior to any demolition works taking place a programme for demolition and a site investigation report for the proposed site, including details of contamination, risk assessment and remedial works necessary and method of disposal of any hazardous materials, shall be submitted to and approved in writing by the Local Planning Authority and shall thereafter be implemented in full accordance with the approved details before the development can take place.

Reason: In the interests of the amenities of the area.

Committee Date: 13th September 2002

Originator:

Contact Officer:



Copy

1 Before the occupation of the first dwellinghouse approved under planning application M/FP/0063/02/P Grey towers House shall be wind and water tight to the written satisfaction of the Local Planning Authority. Before the occupation of the last 10 new build dwellinghouses (M/FP/0063/02/P) Grey Towers House shall be to second fix stage, to the written satisfaction of the Local Planing Authority.

Reason: To secure the satisfactory refurbishment of Grey Towers House.

- 2 A detailed integrated landscape management plan addressing the parkland and woodland landscape to the south and west of Grey Towers House shall be submitted to and approved in writing by the Local Planning Authority within 3 months of the date of this consent. Thereafter the plan shall be implemented in accordance with the approved details and timescale.

Reason: To secure satisfactory landscaping works with regard to the setting of the listed building.

- 3 Prior to the commencement of any work to Grey Towers House full details and programme of external and internal works to the building covering the detailed layout, design, schedule of all internal and external repairs and materials shall be submitted to and approved in writing by the local planning authority and thereafter carried out in full accordance with the approved plans.

Reason: In the interests of securing the satisfactory restoration of the listed building/details.

- 4 Prior to the commencement of any work to Grey Towers House a detailed survey, conservation plan and programme in respect of the wallpaper within Grey Towers House incorporating policy and maintenance recommendations for Grey towers House shall be submitted to and approved in writing by the Local Planning Authority. Any revisions to the approved plan shall be first approved in writing by the Local Planning Authority.

Reason: In the interests of securing the satisfactory restoration of the listed building.

- 5 Prior to the commencement of any work a programme for the survey of dry rot within the building together with details/method of treatment shall be submitted to and approved in writing by the Local Planning Authority and thereafter carried out in complete accordance with the approved details.

Reason: In the Interests of securing the satisfactory restoration of the listed building.

- 6 The development shall only be carried out using finishing materials, treatments and finishes of which samples/full details have been submitted to and approved by the local planning authority prior to commencement of the development. Thereafter the development shall be carried out in complete accordance with the approved details.

Reason: To ensure the use of satisfactory materials.

Public Right of Way Officer
Middlebrough Council
PO Box 500
Middlesbrough
TS1 9FT

Public Right of Way Proposal

Dear [REDACTED]

The Directors of Grey Towers Park Management Company Limited acting on behalf of the Grey Towers Park Estate would like to propose an improvement to the PROWs on it's land.

We have discussed these proposed changes with residents of the estate and consulted with all by letter. We did receive e mail comments from a couple which were overall supportive. We have these on file should anyone require copies.

The proposed changes are as follows



The Black lines are PROWs to be removed.

Reasons:

- The path through the woods leads to antisocial activity. Police have been called numerous times to address fire lighting, protected trees being damaged, drug taking, poaching and public nuisance. Only last week there was a case of theft from the fishing syndicate with the wheel barrows, security cameras and equipment being damaged. Closing this path through the woods clearly distinguishes who has permission and who is trespassing to aid the police in their job.
- The two paths to the road across the sheep field gives the farmer problems with his stock, particularly during lambing season.
- The path through the field at the back of Nunthorpe old village on our land is fenced in and divides the field into two making farming more difficult for our tenant farmer. This path also becomes waterlogged and virtually impassable during the winter. It subsequently crosses a sheep field (this is not on our land however) with associated dog walking problems with stock

In return, and to improve overall access to the beautiful area we are working to maintain and improve we are suggesting opening up two new permissive bridlepaths. These are completely new giving unprecedented access and a choice of circular walks / rides around and through our land. There are new public footpaths offered as well which retain the current levels of access whilst solving the existing problems.

There is some level of detail to be confirmed in future discussions in terms of exact routing eg alongside field boundaries, the edge of the woods where the culvert will need crossing, the width and surface of the bridlepaths, maintenance etc but we can address these with a common sense approach once general acceptance is obtained.

We would like therefore for you to consider these changes and consult with the appropriate parties involved to see whether this improved layout is acceptable.

Yours sincerely


Director

GTP Ltd

21/9/18