

Permission to Access the Route from the Landowner

The three owners of the land crossed by the order route have responded to correspondence requesting permission for the appointed Inspector to access the land crossed by the order route, this correspondence is included below.

From: [Holly Goodwin](#)
To: [Moore, Simon](#)
Subject: RE: Dmno: Adding A Footpath From Ormerod Street To Gamble Road Thornton Cleveleys Fylde (5.51869)
Date: 12 September 2025 11:54:45
Attachments: [image001.png](#)

You don't often get email from holly.goodwin@jigsawhomes.org.uk. [Learn why this is important](#)

Good morning,

I hope you are well.

We grant you permission to review and inspect the land however we cannot see it likely that a footpath will be granted.

This area of land will run through our new development which is due to handover this month along with going through Fleetwood Towns Training Ground. Have you had permission from themselves?

The footpath in this location will not be viable.

If you could please contact us with any further correspondence on the matter as we would not be in a position for any further works to take place.

Kind Regards,

Holly Goodwin
Assistant Project Manager
(Working days Tues, Wed, Thu, Fri)

Jigsaw Homes Group
Turner House
56 King Street
Leigh
WN7 4LJ
mobile: 07926 073327
Connect: 0300 111 1133
email: holly.goodwin@jigsawhomes.org.uk
www.jigsawhomes.org.uk
@JigsawHG
Creating homes. Building lives.

P Please do not print this email unless you really need to



From: Simon.Moore@lancashire.gov.uk

These are the notes referred to on the following official copy

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

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

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

This official copy is issued on 05 September 2025 shows the state of this title plan on 05 September 2025 at 13:06:50. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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



Official copy of register of title

Title number LAN288245

Edition date 26.06.2024

- This official copy shows the entries on the register of title on 05 SEP 2025 at 13:06:50.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 05 Sep 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Fylde Office.

A: Property Register

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

LANCASHIRE : WYRE

- (10.07.1991) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land lying to the north of The Stables, Thornton-Cleveleys.
- (08.12.2004) The Transfer dated 10 November 2004 referred to in the Charges Register contains the following provision:-

"The provision of section 62 Law of Property Act 1925 and the rule in Wheeldon v Burrows do not apply to this transfer so that the Transferee shall not acquire any rights over the Retained Land."

3 (12.02.2015) The land tinted blue on the title plan has the benefit of any legal easements reserved by a Transfer of land adjoining the northern boundary of the land in this title dated 9 January 2015 made between (1) Le-Fylde Estates Ltd and (2) Fleetwood Wanderers Limited but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under LAN161496.
- (09.03.2016) A Transfer of the land tinted blue on the title plan dated 8 March 2016 made between (1) Le-Fylde Estates Ltd and (2) Baxter Homes Limited contains a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.

NOTE: Copy filed under LAN175627.
- (05.08.2021) The land tinted pink on the title plan has the benefit of any legal easements reserved by a Transfer of land on the south of the land in this title dated 23 June 2021 made between (1) Baxter Homes Limited and (2) Daniel Jack Byron Crane and Toni Jo Moncaster but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy (without all plans) filed under LAN250607.

- 6 (26.06.2024) A Transfer of the land in this title dated 11 June 2024 made between (1) Baxter Construction Limited and (2) Jigsaw Homes North contains a provision relating to the creation and/or passing of easements.

Title number LAN288245

A: Property Register continued

NOTE: Copy filed.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal. **Title absolute**

- 1 (26.06.2024) PROPRIETOR: JIGSAW HOMES NORTH (Community Benefit Society No. 16668R) of Jigsaw Homes Group, 249 Cavendish Street, Ashton-UnderLyne OL6 7AT.
- 2 (26.06.2024) The price stated to have been paid on 11 June 2024 was £286,000.

C: Charges Register

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

- 1 (26.06.2001) By a Conveyance of the land in this title and other land dated 24 March 1952 made between (1) William Croft and (2) Imperial Chemical Industries Limited the land was conveyed subject as follows:-
- "Subject nevertheless to the exception and reservation and covenant contained in a Conveyance dated the Sixth day of April One thousand nine hundred and twenty-two and made between Henry Heys of the one part and William Croft and the said Mary Croft deceased of the other part so far as the same remain subsisting and capable of taking effect or being enforced."
- NOTE: Neither the original Conveyance referred to nor a certified copy or examined abstract thereof was produced on first registration.
- 2 (08.12.2004) A Transfer of the land tinted pink on the title plan and other land dated 10 November 2004 made between (1) NPL Estates Limited (Transferee) and (2) Baxter Homes Limited (Transferor) contains the following covenants:-
- "The Transferee covenants with the Transferor so as to bind itself and its successors in title and to the intent that the burden of such covenants shall run with and bind the Property and each and every part of it into whosoever hands the same may come to the intent that the benefit thereof shall be annexed to and run with each and every part of the Retained Land that the Transferee will at all times hereafter not take any action likely to cause harm to the environment."
- NOTE 1: The Retained Land referred to is the land comprised in title number LA923832 and not hereby transferred
- NOTE 2: The Property referred to is the land transferred.
- 3 (08.12.2004) The land tinted pink on the title plan and other land is subject to the following rights reserved by the Transfer dated 10 November 2004 referred to above:-

"12.4 Rights reserved for the benefit of the Retained Land

There are excepted and reserved to the Transferor the owners and occupiers for the time being of the Retained Land and each and every part thereof and all other persons now or hereafter entitled to an

estate or interest therein for all purposes connected with the present and future use of the Retained Land and each and every part thereof to the intent that they shall be forever appurtenant to the Retained Land and each and every part thereof in whatever state the Retained Land or such part or parts may be or to whoever use and purpose it or any part thereof respectively or any building thereon may be put the following rights:

Title number LAN288245

C: Charges Register continued

12.4.1 The right to build on or rebuild on or alter any buildings from time to time on the Retained Land or any part thereof in any manner whatsoever or otherwise deal therewith notwithstanding the light or air to the Property is in any such case thereby diminished or any other liability easement right or advantage belonging to the Transferee or any of its successors in title is thereby diminished or prejudicially affected

12.4.2 Full right of support and protection for the Retained Land from the Property

12.4.3 All other easements quasi-easements liberties privileges rights and advantages now or previously occupied or enjoyed by the Retained Land or any part or parts thereof over or in respect of the Property or any parts or parts thereof which would be implied by statute or by reason of severance in favour of a transferee of the Retained Land if the same had been transferred to such transferee and the Property had been retained by the Transferor."

- 4 (12.02.2015) A Transfer of the land tinted blue on the title plan and other land dated 13 November 2014 made between (1) NPL Estates Ltd and (2) Le-Fylde Estates Limited contains restrictive covenants.

NOTE: Copy filed under LAN161493.

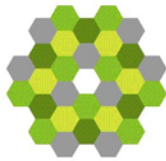
- 5 (17.08.2016) The land tinted blue on the title plan is subject to any rights that are granted by a Transfer of land lying to the north west of the land in this title dated 4 March 2016 made between (1) Jaymel Limited (2) Electricity North West Limited and (3) Le-Fylde Estates Limited and affect the registered land.
The said Deed also contains restrictive covenants by the transferor.

NOTE: Copy filed under LAN175684.

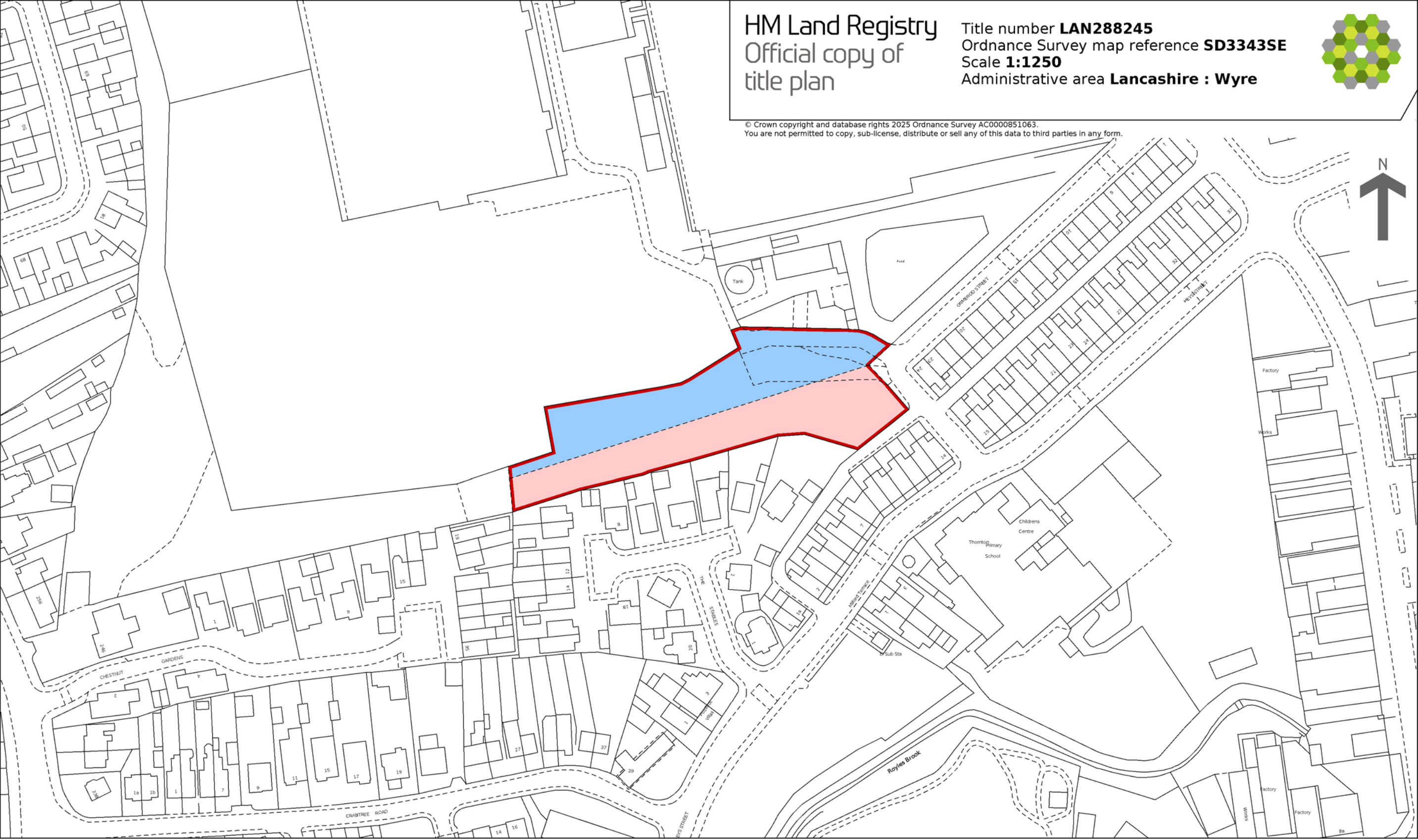
End of register

HM Land Registry
Official copy of
title plan

Title number **LAN288245**
Ordnance Survey map reference **SD3343SE**
Scale **1:1250**
Administrative area **Lancashire : Wyre**



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From: [Patrick Newell](#)
To: [Moore, Simon](#)
Subject: FW: Dmmo: Adding A Footpath From Ormerod Street To Gamble Road Thornton Cleveleys Fylde (5.51869)
Date: 25 September 2025 16:25:48

You don't often get email from patrick.newell@fleetwoodtownfc.com. [Learn why this is important](#)

Dear Simon,

Apologies about the email address. IT changed them over and forgot to change mine. Please use this one.

I have taken instructions from Jaymel Ltd and Fleetwood Town, and they are happy that the Inspector attends site.

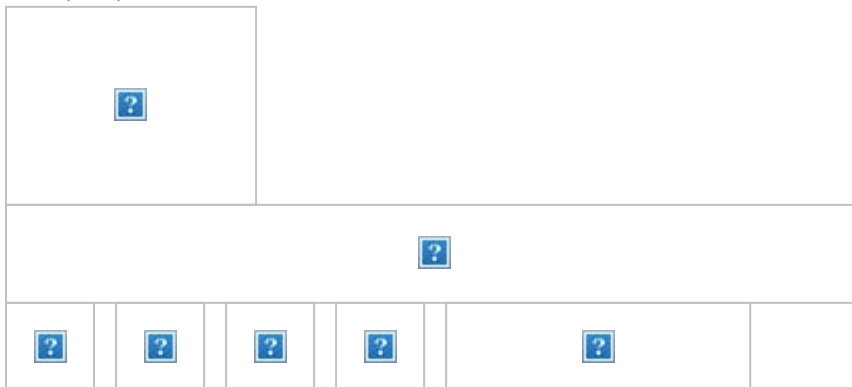
Please could you provide some dates for our consideration. I would wish to be in attendance as well as the Football Clubs Chief Executive Officer, Steve Curwod.

I await hearing from you.

Regards

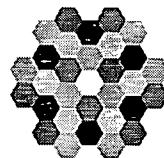
Patrick

Patrick Newell
Company Solicitor



From: Moore, Simon <Simon.Moore@lancashire.gov.uk>
Sent: 24 September 2025 14:40
To: Patrick Newell <patrick.newell@rubyenergy.uk>
Subject: RE: Dmmo: Adding A Footpath From Ormerod Street To Gamble Road Thornton Cleveleys Fylde (5.51869)

Land Registry



Official copy
of register of
title

Title number LAN161496

Edition date 16.10.2023

- This official copy shows the entries in the register of title on 5 September 2025 at 13:07:13.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 5 September 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title, see www.gov.uk/land-registry.
- This title is dealt with by HM Land Registry Durham Office.

A: Property register

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

LANCASHIRE : WYRE

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land at Poolfoot Farm, Heys Street, Thornton-Cleveleys.
- 2 (08.12.2004) The land has the benefit of the following rights reserved by a Transfer of the land lying to the south dated 10 November 2004 made between (1) NPL Estates Limited (Transferor) and (2) Baxter Homes Limited (Transferee):-

"12.4 Rights reserved for the benefit of the Retained Land

There are excepted and reserved to the Transferor the owners and occupiers for the time being of the Retained Land and each and every part thereof and all other persons now or hereafter entitled to an estate or interest therein for all purposes connected with the present and future use of the Retained Land and each and every part thereof to the intent that they shall be forever appurtenant to the Retained Land and each and every part thereof in whatever state the Retained Land or such part or parts may be or to whoever use and purpose it or any part thereof respectively or any building thereon may be put the following rights:

12.4.1 The right to build on or rebuild on or alter any buildings from time to time on the Retained Land or any part thereof in any manner whatsoever or otherwise deal therewith notwithstanding the light or air to the Property is in any such case thereby diminished or any other liability easement right or advantage belonging to the Transferee or any of its successors in title is thereby diminished or prejudicially affected

12.4.3 All other easements quasi-easements liberties privileges rights and



A: Property register continued

advantages now or previously occupied or enjoyed by the Retained Land or any part or parts thereof over or in respect of the Property or any parts or parts thereof which would be implied by statute or by reason of severance in favour of a transferee of the Retained Land if the same had been transferred to such transferee and the Property had been retained by the Transferor."

NOTE 1: The Retained land referred to means the land in this title and other land.

NOTE 2: The Property referred to means the land transferred under title number LAN1387.

- 3 (12.02.2015) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 13 November 2014 referred to in the Charges Register.

NOTE: The benefit of any equitable easements granted by the transfer is not included in the registration.

- 4 (12.02.2015) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 9 January 2015 referred to in the Charges Register.

- 5 (12.02.2015) The Transfer dated 9 January 2015 referred to in the Charges Register contains a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.

- 6 (12.02.2015) The land has the benefit of the rights granted by a Deed of Grant dated 12 January 2015 made between (1) Wyre Borough Council and (2) Fleetwood Wanderers Limited.

NOTE: Copy filed.

- 7 (10.03.2016) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

B: Proprietorship register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (16.04.2015) PROPRIETOR: JAYMEL LIMITED (Co. Regn. No. 06989818) of 17 St Peters Place, Fleetwood, Lancashire FY7 6EB.
- 2 (16.04.2015) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges register

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

- 1 (26.06.2001) By a Conveyance freehold estate in the land in this title and other land dated 24 March 1952 made between (1) William Croft and (2) Imperial Chemical Industries Limited the land was conveyed subject as follows:-

"Subject nevertheless to the exception and reservation and covenant contained in a Conveyance dated the Sixth day of April One thousand nine hundred and twenty-two and made between Henry Heys of the one part and William Croft and the said Mary Croft deceased of the other part so far as the same remain subsisting and capable of taking effect or being enforced."

NOTE: Neither the original Conveyance referred to nor a certified copy or examined abstract thereof was produced on first registration.

- 2 (26.06.2001) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 6 May 1952 made between (1) Imperial Chemical Industries Limited (Grantors) and (2) North Western Gas Board (Board):-

"The Grantors hereby demise unto the Board as from the twenty fifth day of March One thousand nine hundred and fifty two for the term of sixty years and thereafter unless determined at the end of the sixtieth year or any subsequent year by one year's notice given by either party to the other THE RIGHT AND LIBERTY to lay erect construct use maintain clean repair renew inspect remove and replace the gas mains and works or any part thereof specified in the Schedule hereto (hereinafter together referred to as "the works") in through upon and over the said land AND ALSO full right and liberty for the Board and all persons authorised by them from time to time and at all reasonable times hereafter to enter upon the said and for all or any of the purposes aforesaid

.....

THE Board hereby covenant with the Grantors that the Board will

(a) Pay the said rent hereinbefore reserved at the times and in manner aforesaid;

(b) pay all rates and taxes which may be imposed in respect of the rights and liberties hereby granted (Landlords property tax excepted);

(c) exercise the rights and liberties hereby granted in such manner as to do as little damage as possible to the said land;

(d) make good to the reasonable satisfaction of the Grantors any damage to the said land and all buildings erections and all other property of the Grantors or their tenants thereon including crops and livestock caused by the exercise of the rights and liberties hereby granted the Board may at their option in lieu of making good any such damage compensate the Grantors or their tenants therefor;

(e) keep the Grantors indemnified against all actions claims expenses and demands arising by reason of the exercise of the rights and liberties hereby granted or of any failure to repair the works;

(f) remove the works at the expiration of the said term making good any damage caused thereby to the said land and all buildings erections and all other property of the Grantors or their tenants thereon including crops and



C: Charges register continued

livestock and indemnifying the Grantors against all actions claims expenses and demands arising by reason of such removal;

(g) obtain all necessary consents to the works under the Town and Country Planning Act or otherwise and pay any development charges incurred in connection with the works;

(h) being supplied by the Grantors with survey data of the proposed finished levels along the route of the works to lay the works at such a depth that if and when the said land shall be levelled the works will have a minimum depth of two feet

.....

THE SCHEDULE above referred to

Position and description of the works

(i) a gas main 18 inches in diameter in the position approximately indicated on the said plan by the red line

(ii) such valves governors syphons kicking blocks manholes surface boxes and other installations as may be required by the Board in connection with the said main hereinbefore mentioned in this Schedule together with pipes (with such valves syphons kicking blocks manholes surface boxes and other installations as may be required by the Board in connection therewith) leading from the said main for distributing gas to any house building or other premises on the said land."

The said deed also contains the following covenants by the Grantor:-

"THE Grantors hereby covenant with the Board that no part of any dwellinghouse building or other erection which may at any time be upon the said land shall be constucted or placed over the works

THE Grantors hereby covenant with the Board that the Board paying the rent hereby reserved and performing and observing the several covenants on their part herein contained shall peaceably hold and enjoy the rights and liberties hereby granted during the said term without any interruption by the Grantors and any person rightfully claiming under or in trust for them."

NOTE: The gas main referred to is indicated by a blue broken line between the points A and B and C on the title plan.

- 3 (12.02.2015) A Transfer of the land in this title and other land dated 13 November 2014 made between (1) NPL Estates Ltd and (2) Le-Fylde Estates Limited contains restrictive covenants.

NOTE: Copy filed under LAN161493.

- 4 (12.02.2015) A Transfer of the land in this title dated 9 January 2015 made between (1) Le-Fylde Estates Ltd and (2) Fleetwood Wanderers Limited contains restrictive covenants.

NOTE: Copy filed.

- 5 (10.03.2016) The land is subject to any rights that are granted by a Transfer of the land edged and numbered LAN175684 in green on the title

C: Charges register continued

plan dated 4 March 2016 made between (1) Jaymel Limited and (2) Electricity North West Limited and (3) Le-Fylde Estates Limited and affect the registered land.

The said Deed also contains restrictive covenants by the transferor.

NOTE: -Copy filed under LAN175684.

- 6 (10.03.2016) By the Transfer dated 4 March 2016 referred to above the covenants contained in the Transfer dated 9 January 2015 also referred to above were expressed to be varied so far as they affect the Transferor's Easement Land as defined in the Transfer dated 4 March 2016.

- 7 (16.10.2023) The land is subject to any rights that are granted by a Deed dated 12 October 2023 made between (1) Jaymel Limited (2) Stephen Paul Abbott (As Trustee Of The Thornton Cleveleys Sports Club) (3) Cadent Gas Limited and (4) CMU Infrastructure Limited and affect the registered land. The said Deed also contains restrictive covenants by the grantor.

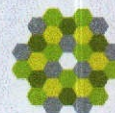
NOTE: Copy filed.

End of register



HM Land Registry
Official copy of
title plan

Title number LAN161496
Ordnance Survey map reference SD3343NE
Scale 1:1250
Administrative area Lancashire: Wyre



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This official copy issued on 5 September 2025 shows the state of this title plan on 5 September 2025 at 13:07:13.
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by HM Land Registry, Durham Office.

From: abbottsp@aol.com
To: [Moore, Simon](#)
Subject: Re: Dmno: Adding A Footpath From Ormerod Street To Gamble Road Thornton Cleveleys Fylde (5.51869)
Date: 26 September 2025 10:12:56

Hi Simon

Thank you for informing us of this we are aware of the issue, as I said to you on the telephone that I have been involved with the football club continuously for 40 odd years now firstly as a player for ICI who owned the the site and as Chairman of the club for 38 years and as a trustee since we required the free hold of the land in or around 2020. In that entire period I have never seen anyone using this route at all, there has never been any way anyone could have access it due to numerous fences and hedges.

We do give permission for the planning inspectorate to have access to inspect our site

Take care Steve Abbott TCFC Chairman

[Sent from the all-new AOL app for iOS](#)

On Friday, September 26, 2025, 9:42 am, Moore, Simon <Simon.Moore@lancashire.gov.uk> wrote:

Dear Sirs,

**RE: WILDLIFE AND COUNTRYSIDE ACT 1981 – PART III
THE LANCASHIRE COUNTY COUNCIL (ORMEROD STREET TO
GAMBLE ROAD, THORNTON CLEVELEYS) DEFINITIVE MAP
MODIFICATION ORDER 2015**

Lancashire County Council are in the process of submitting the above-mentioned Order to the Secretary of State for determination. For reference, I attach a copy of the Order. I believe you own part of the land crossed by the Order route.

In connection with this submission I am required to request your permission, as landowner, for the appointed Inspector to access and inspect the land in your ownership to assist in the decision-making process.

Kind regards

Simon Moore
Solicitor (Highways, Planning & Environment)
Legal Services
Lancashire County Council
01772 531280

This e-mail contains information intended for the addressee only.

It may be confidential and may be the subject of legal and/or professional privilege.

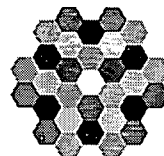
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Lancashire County Council has taken reasonable steps to ensure that outgoing communications do not contain malicious software and it is your responsibility to carry out any checks on this email before accepting the email and opening attachments.

Land Registry



Official copy
of register of
title

Title number LAN247735

Edition date 16.10.2023

- This official copy shows the entries in the register of title on 9 July 2025 at 08:08:37.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 5 September 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title, see www.gov.uk/land-registry.
- This title is dealt with by HM Land Registry Durham Office.

A: Property register

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

LANCASHIRE : WYRE

- 1 (10.07.1991) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being LAND AT Poolfoot Farm, Heys Street, Thornton-Cleveleys (FY5 4HN).
- 2 (10.01.2002) The land has the benefit of the following rights reserved by a Conveyance of land and buildings on the east side of Fleetwood Road dated 1 October 1993 made between (1) Imperial Chemical Industries Plc (2) ICI Chemicals & Polymers Limited and (3) James Pearce Broomhead (Purchaser):-

"EXCEPTING AND RESERVING the New Exceptions and Reservations

.....

NEW EXCEPTIONS AND RESERVATIONS

A: RIGHTS RESERVED TO ADJOINING OWNERS

There are excepted and reserved unto the Adjoining Owners for the benefit of the Retained Land the following easements and rights, viz:-

1. The free and uninterrupted passage and running of water and soil surface water gas fuel oils electricity air telephonic and other signals and any other substances and services from and to the Retained Land through the Conduits which are at the date hereof or may within the period of eighty years from the date hereof be in or under the Property with all easements rights and privileges proper for repairing maintaining and reinstating the same and such rights of light and air for the benefit of the Retained Land as each part would be entitled to if the Property and each part of the



A: Property register continued

Retained Land were in separate ownership and indefeasible rights of light and air as then enjoyed in respect of the Retained Land had been acquired under the Prescription Act 1832 or the Rights of Light Act 1959;

2. The full and unrestricted right at any time hereafter and from time to time to erect or permit to be erected any buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of the Retained Land in such manner as to obstruct or interfere with the passage and access of light and air to any buildings which are now or may hereafter be erected upon any part of the Property and so that all privileges of light and air now or hereafter to be enjoyed over any part of the Retained Land by or in respect of the Property and shall be deemed to be so enjoyed by the licence or consent of the Retained Land Owner and not as of right;

3. The right to lay or construct within the Services Corridor such Conduits as may be required by either of the Adjoining Owners in connection with the use of the Retained Land and for the supply of water gas fuel oils electricity air telephonic and other signals and any other substances and services to and from the Retained Land TOGETHER WITH such right of entry into and upon the Services Corridor as shall be requisite for the purpose of laying constructing replacing renewing inspecting cleaning maintaining removing and repairing the same;

4. The right for the adjoining Owners and each of them and/or any person(s) authorised by them or either of them in common with all others similarly entitled to pass and repass to and from the Retained Land with or without vehicles of any kind over and along the Roads for the benefit of the Retained Land and each and every part thereof;

5. The right to improve widen or re-surface the carriageways comprised in the Accessways and to provide additional junctions into the Accessways at their own cost and provided that the Adjoining Owners or one of them shall have first obtained all requisite statutory consents;

6. The right for the Adjoining Owners and each of them (but only in the event that the Purchaser fails to comply with his covenant contained in paragraph 1 of the Fifth Schedule hereto and without prejudice to any other remedy available) to enter into and upon the Property and to carry out works thereon or therein for the purpose of keeping the Roads (or any of them) and any Conduits jointly serving the Property and the Retained Land in good and sound repair and condition the Purchaser reimbursing to the Adjoining Owners that proportion of the costs and expenses incurred in connection with such works which would have fallen to be borne by the Purchaser if the said works had been carried out by the Purchaser; and

7. All such quasi easements and other rights in the nature of easements (other than rights of way) as are now or usually enjoyed by any part of the Retained Land over through or from all or any part of the Property."

NOTE 1: The land in this title forms part of the "Retained Land" referred to

NOTE 2: The "Services Corridor" is defined as Gamble Road, Wembley Road, Crystal Road, Saltash Road, the passageway on the north side of Nos. 1-31 (odd) Wembley Road, the passageway on the eastern side of Nos. 1-15 (odd) Crystal Road (and leading to Gamble Road) and the passageway on the north side of Nos. 35-57 Gamble Road which connects Saltash Road and Crystal Road

NOTE 3: The "Accessways" are defined as Gamble Road, Wembley Road, Crystal Road and Saltash Road

A: Property register continued

The following are details of the covenant referred to at clause 6 above:-

"THE FIFTH SCHEDULE

THE PURCHASER'S POSITIVE COVENANTS

1. The Purchaser HEREBY COVENANTS with the Adjoining Owners (and as a separate covenant with each of them) that the Purchaser will at all times hereafter maintain and keep in good and sound repair and condition the Roads and any Conduits within and under the Property jointly serving the Property and the Retained Land."

- 3 (26.06.2001) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of land lying to the east of Fleetwood Road dated 9 November 1999 made between (1) Imperial Chemical Industries Plc (ICI) (2) ICI Chemicals & Polymers Limited (C & P) (3) NPL Estates Limited (Purchaser) and (4) Barratt Homes Limited (Sub-Purchaser):-

"EXCEPTING AND RESERVING unto ICI for the benefit of the Retained Land the New Exceptions and Reservations

New Exceptions and Reservations

1. The free and uninterrupted passage and running of water and soil surface water gas fuel oils electricity air and telephonic and other signals from and to the Retained Land through the Conduits which are at the date hereof or may within the Perpetuity Period be in or under the Property

and with all easements rights and privileges proper for repairing maintaining and reinstating the same PROVIDED THAT (a) The Sub-Purchaser shall be entitled at the Sub-Purchaser's own expense to divert or re-route any existing Conduits on the basis that there is no discontinuance with the service or facility afforded thereby and (b) the person or persons exercising such rights shall (i) give reasonable prior notice in writing to the Sub-Purchaser or its successors in title to enter upon the Property

(except in the case of emergency) and only enter upon such part of the Property

as is necessary (ii) obtain the approval in writing of the Sub-Purchaser or its successors in title (such approval not to be unreasonably withheld or delayed) to any such connections which shall not be under a building or an intended building (an intended building being one for which planning permission has been granted) (iii) cause as little inconvenience as reasonably possible to the Sub-Purchaser and its successors in title (iv)



A: Property register continued

cause as little damage as reasonably possible to the Property

.....

(v) forthwith at its or their own expense make good any damage caused by the exercise of such rights to the reasonable satisfaction of the Sub-Purchaser or its successors in title or (at the option of the Sub-Purchaser or its successors in title) pay to the Sub-Purchaser or its successors in title the reasonable cost of making good such damage (vi) not damage the sewers and drains or discharge any deleterious materials into the same (vii) not do any act matter or thing which delay or prevent the adoption of the sewers and drains (viii) not overload the Conduits and (ix) obtain the consent of the relevant competent authorities to the connection with and use of the Conduits

2. The full and unrestricted right at any time hereafter and from time to time to erect or permit to be erected any buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of the Retained Land in such manner as to obstruct or interfere with the passage and access of light and air to any buildings which are now or may hereafter be erected upon any part of the Property and so that all privileges of light and air now enjoyed over any part of the Retained Land by or in respect of the Property and shall be deemed to be so enjoyed by the licence or consent of ICI and not as of right PROVIDED THAT the access of light and air to the Property shall not be substantially diminished

3.1 The right and liberty to construct lay maintain inspect cleanse repair renew and replace (i) ICI's New Sewers and connect with any existing sewer or sewers and/or drain or drains and/or watercourse on beneath or adjoining the Property and (ii) ICI's New Works and as may be reasonable and proper in that behalf

3.2 Full right and liberty for the purpose of constructing laying maintaining inspecting cleansing repairing renewing and replacing ICI's New Sewers and ICI's New Works to enter upon the Property at any time and at all times with or without workmen servants agents plant machinery equipment tools and materials

3.3 Full right and liberty to use ICI's New Sewers and ICI's New Works for the passage or conveyance of foul and surface water from the Retained Land and all buildings and roads erected or to be erected thereon within the Perpetuity Period and to discharge the same into any existing sewer or sewers and/or drain or drains and/or watercourse on beneath or adjoining the Property

PROVIDED THAT the person or persons exercising such rights of way shall (a) give reasonable prior notice in writing to the Sub-Purchaser or its successors in title to enter upon the Property (except in the case of emergency) and only enter upon such part of the Property as is necessary (b) obtain the approval in writing of the Sub-Purchaser or its successors in title (such approval not to be unreasonably withheld or delayed) to the depths and positions of ICI's New Sewers and ICI's New Works (c) cause as little inconvenience as reasonably possible to the Sub-Purchaser and its successors in title (d) cause as little damage as reasonably possible to the Property (e) forthwith at its or their own expense make good any damage caused by the exercise of such rights to the reasonable satisfaction of the Sub-Purchaser or its successors in title or (at the option of the Sub-Purchaser or its successors in title) pay to the Sub-Purchaser or its successors in title the reasonable cost of making good such damage and (f) maintain cleanse repair and renew ICI's New Sewers and ICI's New Works

A: Property register continued

until the same shall become public sewers

4. A right of way for all purposes by day or night with or without vehicles over and along the carriageway of the New Road and any other roads constructed on the Property and the Purchaser's Land and a right of way for all purposes by day or night but on foot only over and along the footpaths thereto but the right of way herein reserved over the New Road and any other roads constructed on the Property and the Purchaser's Land shall terminate upon the New Road and any other roads constructed on the Property and the Purchaser's Land becoming a highway maintainable at the public expense PROVIDED THAT the person or persons exercising such rights of way shall (a) cause as little inconvenience as reasonably possible to the Sub-Purchaser and its successors in title (b) cause as little damage as reasonably possible to the New Road and any other roads constructed on the Property and the Purchaser's Land (c) forthwith at its or their own expense make good any damage caused by the exercise of such rights to the reasonable satisfaction of the Sub-Purchaser or its successors in title or (at the option of the Sub-Purchaser or its successors in title) pay to the Sub-Purchaser or its successors in title the reasonable cost of making good such damage (d) contribute (according to user) to the cost of maintaining the New Road and any other roads constructed on the Property and the Purchaser's Land until the same shall become adopted as a highway maintainable at the public expense and (e) not to use the New Road and any other roads constructed on the Property and the Purchaser's Land for construction traffic other than construction traffic running on rubber tyres

5.1 Full right and liberty to construct lay maintain inspect cleanse repair renew and replace Conduits under the New Road

5.2 Full right and liberty for the purpose of constructing laying maintaining inspecting cleansing repairing renewing and replacing Conduits to enter upon the New Road at any time and at all times with or without workmen servants agents plan machinery equipment tools and materials

5.3 The free and uninterrupted passage and running of water and soil surface water gas fuel oils electricity air and telephonic and other signals from and to ICI's Development Land through such Conduits and with all easements rights and privileges proper for repairing maintaining and reinstating the same

PROVIDED THAT the person or persons exercising such rights shall (a) give reasonable prior notice in writing to the Sub-Purchaser or its successors in title to enter upon the New Road (except in the case of emergency) and only enter upon such part of the New Road as is necessary (b) obtain the approval in writing of the Sub-Purchaser or its successors in title (such approval not to be unreasonably withheld or delayed) to the depths and positions of any new Conduits (c) cause as little inconvenience as reasonably possible to the Sub-Purchaser and its successors in title (d) cause as little damage as reasonably possible to the New Road (e) forthwith at its or their own expense make good any damage caused by the exercise of such rights to the reasonable satisfaction of the Sub-Purchaser or its successors in title or (at the option of the Sub-Purchaser or its successors in title) pay to the Sub-Purchaser or its successors in title the reasonable cost of making good such damage and (f) maintain cleanse repair and renew such Conduits until the same shall be the responsibility



A: Property register continued

of the relevant statutory undertaker public utility company or service company."

NOTE 1: The land in this title forms part of the "Retained Land" referred to

NOTE 2: The "Property" referred to is the land transferred

NOTE 3: "ICI's New Sewers" are defined as "a sewer or sewers and a drain or drains beneath the surface of the Property"

NOTE 4: "ICI's New Works" are defined as "any manholes, inspection chambers, ancillary structures, associated equipment and such ancillary works as may be reasonable and proper in that behalf along the line or lines of ICI's New Sewers on beneath or adjoining the Property"

NOTE 5: The "New Works" are defined as "any manholes, inspection chambers, ancillary structures, associated equipment and such ancillary works as may be reasonable and proper in that behalf along the line or lines of the New Sewers on beneath or adjoining the Retained Land

NOTE 6: The "New Sewers" are defined as "a sewer or sewers and a drain or drains beneath the surface of the Retained Land"

NOTE 7: The "Option Land" referred to is hatched blue on the filed plan so far as it affects the land in this title

NOTE 8: "ICI's Development Land" is shown tinted yellow on the filed plan so far as it affects the land in this title

NOTE 9: The "New Road" referred to is now Honeymoon Drive and Hope Close

NOTE 10: The "Conduits" are defined as "all ducts, drains, pipes, sewers, channels, gutters, tubes, meters, wires, cables, watercourses, conduits, flues and other services and conducting media."

- 4 (26.06.2001) The land has the benefit of the following rights reserved by a Conveyance of land on the south side of Bourne Road dated 9 November 1999 made between (1) Imperial Chemical Industries Plc (ICI) (2) ICI Chemicals & Polymers Limited (C & P) and (3) NPL Estates Limited (Purchaser):-

"EXCEPTING AND RESERVING unto ICI and its successors in title for the benefit of the Retained Land and each and every part the New Exceptions and Reservations

.....

New Exceptions and Reservations

1. The free and uninterrupted passage and running of water and soil surface water gas fuel oils electricity air and telephonic and other signals from and to the Retained Land through the Conduits which are at the date hereof or may within the period of eighty years from the date hereof ("the Perpetuity Period") be in or under the Property with all easements rights and privileges proper for repairing maintaining and reinstating the same and such rights of light and air for the benefit of the Retained Land as ICI would be entitled to if the Property and the Retained Land were in separate ownership and indefeasible rights of light and air as then enjoyed in respect of the Retained Land had been acquired under the Prescription Act 1832 or the Rights of Light Act 1959

A: Property register continued

2. The full and unrestricted right at any time hereafter and from time to time to erect or permit to be erected any buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of the Retained Land in such manner as to obstruct or interfere with the passage and access of light and air to any buildings which are now or may hereafter be erected upon any part of the Property and so that all privileges of light and air now enjoyed over any part of the Retained Land by or in respect of the Property and shall be deemed to be so enjoyed by the licence or consent of ICI and not as of right

3. All such quasi easements and other rights in the nature of easements (other than rights of way) as are now or usually enjoyed by any part of the Retained Land over through or from all or any part of the Property."

NOTE 1: The land in this title forms part of the "Retained Land" referred to

NOTE 2: The "Conduits" are identical to those defined by the Conveyance dated 9 November 1999 referred to above

NOTE 3: The "Property" is the land transferred.

- 5 (18.01.2000) The land has the benefit of the following rights reserved by a Transfer of land and buildings on the north side of Bourne Road dated 10 December 1999 made between (1) Imperial Chemical Industries Plc (ICI) and (2) Ballard Properties Limited:-

"EXCEPTING AND RESERVING unto ICI for the benefit of the Retained Land the New Exceptions and Reservations

.....

'the New Exceptions and Reservations' means the exceptions and reservations set out in Schedule 4

.....

SCHEDULE 4

New Exceptions and Reservations

Part A - General

1. The free and uninterrupted passage and running of water and soil surface water gas fuel oils electricity air and telephonic and other signals from and to the Retained Land through the Conduits which are at the date hereof or may within the period of eighty years from the date hereof be in or under the Property with all easements rights and privileges proper for repairing maintaining and reinstating the same subject to ICI or the person exercising such rights causing as little damage and inconvenience as reasonably practicable in so doing and making good as soon as practicable any damage caused to the Property

2. The full and unrestricted right at any time hereafter and from time to time to erect or permit to be erected any buildings or other erections and to alter any building or other erection now standing or hereafter to be



A: Property register continued

erected on any part of the Retained Land in such manner as to obstruct or interfere with the passage and access of light and air to any buildings which are now or may hereafter be erected upon any part of the Property and so that all privileges of light and air now enjoyed over any part of the Retained Land by or in respect of the Property and shall be deemed to be enjoyed by the licence or consent of ICI and not as of right"

NOTE 1: The land in this title forms part of the "Retained Land" referred to

NOTE 2: The "Conduits" are defined as "all ducts, drains, pipes, sewers, channels, culverts, gutters, tubes, meters, wires, cables, watercourses, conduits, flues and other services and conducting media including junction boxes, manholes, poles and ancillary equipment and apparatus

NOTE 3: The "Property" is the land transferred.

- 6 (12.02.2015) The land has the benefit of any legal easements reserved by a Transfer of the land in title LAN161496 dated 9 January 2015 made between (1) Le-Fylde Estates Ltd and (2) Fleetwood Wanderers Limited but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under LAN161496.

- 7 (21.05.2021) The Transfer dated 11 April 2021 referred to in the Charges Register contains a provision relating to the creation and/or passing of easements.

B: Proprietorship register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (21.05.2021) PROPRIETOR: STEPHEN PAUL ABBOTT of 45 Meadows Avenue, Thornton-Cleveleys FY5 2TW as Trustee of Thornton Cleveleys Sports Club.
- 2 (21.05.2021) The price stated to have been paid on 11 March 2021 was £1.
- 3 (15.06.2023) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 13 September 2022 in favour of The Football Foundation referred to in the Charges Register.

C: Charges register

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

- 1 (26.06.2001) By a Conveyance of the land edged blue on the filed plan dated 24 March 1952 made between (1) William Croft and (2) Imperial Chemical Industries Limited the land was conveyed subject as follows:-

"Subject nevertheless to the exception and reservation and covenant contained in a Conveyance dated the Sixth day of April One thousand nine hundred and twenty-two and made between Henry Heys of the one part and

C: Charges register continued

- 5 (21.05.2021) A Transfer of the land in this title dated 11 April 2021 made between (1) Le-Fylde Estates Limited and (2) Stephen Paul Abbott contains restrictive covenants.

NOTE: Copy filed.

- 6 (05.07.2022) The land is subject to any rights that are granted by a Deed of Grant dated 14 June 2022 made between (1) Stephen Paul Abbott (2) Cadent Gas Limited and (3) Energy Assets Utilities Limited and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 7 (14.09.2022) REGISTERED CHARGE dated 13 September 2022.

- 8 (14.09.2022) Proprietor: THE FOOTBALL FOUNDATION (Co. Regn. No. 3876305) (an unlimited company) of 10 Eastbourne Terrace, London W2 6LG.

- 9 (16.10.2023) The land is subject to any rights that are granted by a Deed dated 12 October 2023 made between (1) Jaymel Limited (2) Stephen Paul Abbott (As Trustee Of Thornton Cleveleys Sports Club) (3) Cadent Gas Limited and (4) CMU Infrastructure Limited and affect the registered land. The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under LAN161496.

End of register

C: Charges register continued

- 4 (10.07.1991) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 24 October 1966 made between (1) Imperial Chemical Industries Limited (Company) and (2) Fylde Water Board (the Board):-

"The Company as Beneficial Owner hereby grants and conveys unto the Board ALL THAT the perpetual right or easement of constructing laying making maintaining using cleansing repairing renewing and replacing and of obtaining access to a line of pipes within a space not exceeding Fifteen feet in width for conveying water for the purposes of the undertaking of the Board

.....
in through and under the closes of land specified in Part 3 of the said First Schedule hereto between the points marked E and F and F and G on the said Plan Number 2

.....
THE Board hereby covenants with the Company

(a) to insert wicket gates of a design and type to be agreed with the Works Engineer of the Hillhouse Works of the Vendor in the fences and hedges which cross the said line of pipes and except when in use to keep such gates securely locked

(b) to make good to the reasonable satisfaction of the Company all damage done in the construction and maintenance of the said line of pipes and to pay for all surface damage arising therefrom to the person or persons occupying any land so damaged

(c) to be responsible for the extra cost of reinforcing the said water mains in the event of future roads and service crossings being made thereover and

(d) to be responsible for all costs arising as a result of the Company moving stocks from the storage compound used by the Company's Plastics Division by virtue of the said water mains being routed through such storage compound and to bear any financial loss suffered by the Company thereby."

The said deed also contains the following covenants by the Grantor:-

"THE Company hereby covenants with the Board that the Company and its successors in title will not at any time hereafter without the Board's consent erect or permit to be erected any building within a distance of Seven feet six inches of the centre lines of the said water mains on the lands through which the said easements rights or privileges are hereby granted."

NOTE 1: The line of pipes referred to is indicated by a blue broken line between the points E-F on the filed plan so far as it affects the land in this title

NOTE 2: Points "F" and "G" referred to affect the land in this title and are lettered D and E respectively on the filed plan.



C: Charges register continued

a minimum depth of two feet

.....

THE SCHEDULE above referred to

Position and description of the works

(i) a gas main 18 inches in diameter in the position approximately indicated on the said plan by the red line

(ii) such valves governors syphons kicking blocks manholes surface boxes and other installations as may be required by the Board in connection with the said main hereinbefore mentioned in this Schedule together with pipes (with such valves syphons kicking blocks manholes surface boxes and other installations as may be required by the Board in connection therewith) leading from the said main for distributing gas to any house building or other premises on the said land."

The said deed also contains the following covenants by the Grantor:-

"THE Grantors hereby covenant with the Board that no part of any dwellinghouse building or other erection which may at any time be upon the said land shall be constucted or placed over the works

THE Grantors hereby covenant with the Board that the Board paying the rent hereby reserved and performing and observing the several covenants on their part herein contained shall peaceably hold and enjoy the rights and liberties hereby granted during the said term without any interruption by the Grantors and any person rightfully claiming under or in trust for them."

NOTE: The gas main referred to is indicated by a blue broken line between the points A and B and C on the filed plan.

- 3 (26.06.2001) The land is subject to the following rights granted by a Deed of Grant dated 31 March 1958 made between (1) Imperial Chemical Industries Limited (Company) and (2) Fylde Water Board (Board):-

"The Company as Beneficial Owners hereby grant and convey unto the Board ALL THAT the perpetual right or easement of constructing laying making maintaining using cleansing repairing renewing and replacing and of obtaining access to the aqueduct or line of pipes within a space not exceeding fifteen feet in width for conveying water for the purposes of the Undertaking of the Board in through upon and under certain lands of the Company specified in the First and Second Schedules hereto Firstly between the points marked B and C D and G H and J K and N and O and P TO HOLD the same unto the Board in fee simple and Secondly between the points marked J and K and N and O on the said plan TO HOLD the same for such estate right title and interest therein as is vested in the Company

2. The Board hereby covenant with the Company to make good all damage done in the construction and maintenance of the said aqueduct and other works and to pay for all surface damage arising therefrom to the person or persons occupying any land so damaged."

NOTE: The line of pipes referred to is indicated by a blue broken line between the points F-G on the filed plan so far as it affects the land in this title.

C: Charges register continued

William Croft and the said Mary Croft deceased of the other part so far as the same remain subsisting and capable of taking effect or being enforced."

NOTE: Neither the original Conveyance referred to nor a certified copy or examined abstract thereof was produced on first registration.

- 2 (26.06.2001) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 6 May 1952 made between (1) Imperial Chemical Industries Limited (Grantors) and (2) North Western Gas Board (Board):-

"The Grantors hereby demise unto the Board as from the twenty fifth day of March One thousand nine hundred and fifty two for the term of sixty years and thereafter unless determined at the end of the sixtieth year or any subsequent year by one year's notice given by either party to the other THE RIGHT AND LIBERTY to lay erect construct use maintain clean repair renew inspect remove and replace the gas mains and works or any part thereof specified in the Schedule hereto (hereinafter together referred to as "the works") in through upon and over the said land AND ALSO full right and liberty for the Board and all persons authorised by them from time to time and at all reasonable times hereafter to enter upon the said and for all or any of the purposes aforesaid

.....

THE Board hereby covenant with the Grantors that the Board will

(a) Pay the said rent hereinbefore reserved at the times and in manner aforesaid;

(b) pay all rates and taxes which may be imposed in respect of the rights and liberties hereby granted (Landlords property tax excepted);

(c) exercise the rights and liberties hereby granted in such manner as to do as little damage as possible to the said land;

(d) make good to the reasonable satisfaction of the Grantors any damage to the said land and all buildings erections and all other property of the Grantors or their tenants thereon including crops and livestock caused by the exercise of the rights and liberties hereby granted the Board may at their option in lieu of making good any such damage compensate the Grantors or their tenants therefor;

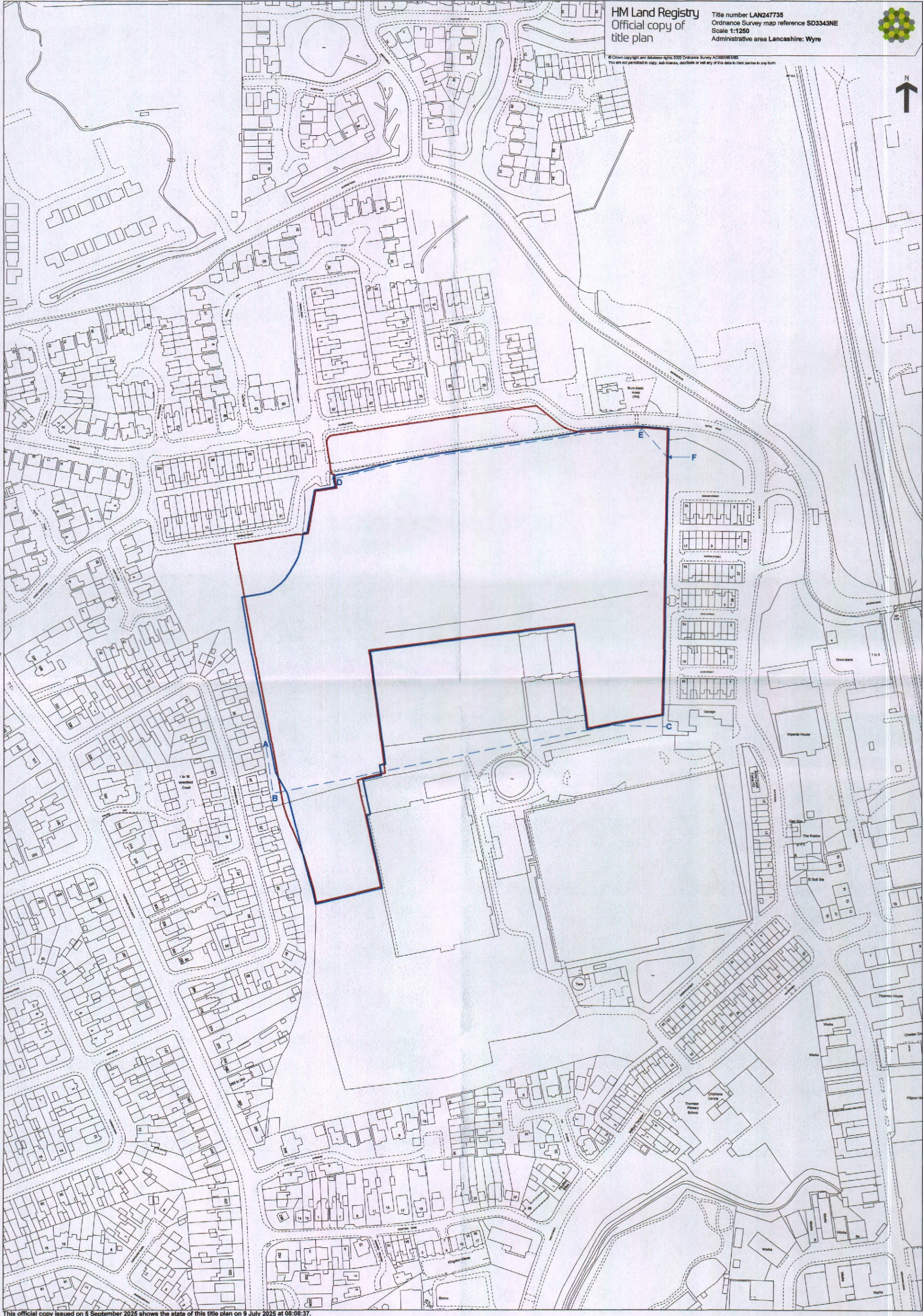
(e) keep the Grantors indemnified against all actions claims expenses and demands arising by reason of the exercise of the rights and liberties hereby granted or of any failure to repair the works;

(f) remove the works at the expiration of the said term making good any damage caused thereby to the said land and all buildings erections and all other property of the Grantors or their tenants thereon including crops and livestock and indemnifying the Grantors against all actions claims expenses and demands arising by reason of such removal;

(g) obtain all necessary consents to the works under the Town and Country Planning Act or otherwise and pay any development charges incurred in connection with the works;

(h) being supplied by the Grantors with survey data of the proposed finished levels along the route of the works to lay the works at such a depth that if and when the said land shall be levelled the works will have





HM Land Registry
Official copy of
title plan

Title number LAN247735
Ordnance Survey map reference SD3343NE
Scale 1:1250
Administrative area Lancashire: Wyre

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It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by HM Land Registry, Durham Office.