

Supporting Documentation

Millbrook St James – Release of covenant

Note to parish

This bundle includes all the supporting documentation to your faculty application as required under Rule 5.5 of the Faculty Jurisdiction (Amendment) Rules 2022.

List of documentation

Item	Description	Page
<i>Overview</i>		
1	Schedule of Works or Proposals from the Petition for Faculty logged 3 October 2022	2
2	Statement of Needs dated 4 October 2022	3
<i>Proposals</i>		
3	'Approach to DAC for Faculty' document uploaded 4 October 2022	4
4	Photograph of adjacent land uploaded 4 October 2022	5
5	Plan 1 (Title number GM 251922) and Plan 2 (Title number GM 674581) both of H M Land Registry, uploaded 4 October 2022	6
6	Covenants Benefitting PCC and - Proposed wording of revised covenant as submitted in previous Faculty application, uploaded 4 October 2022	7
7	Signed Settlement Agreement uploaded 4 October 2022	8
<i>Correspondence</i>		
8	Email correspondence between DAC office and parish dating from 29 July 2021 to 27 October 2022	14
<i>PCC Minute</i>		
9	Minutes of Extraordinary PCC meeting dated 4 September 2022	21

Caroline Hilton, DAC Secretary



8 November 2022

We petition the Court for a faculty to authorise the following-

Please describe the works or other proposals for which a faculty is sought in the way recommended by the Diocesan Advisory Committee in its Notification of Advice.

SCHEDULE OF WORKS OR PROPOSALS

The variation of restrictive covenants from a piece of land adjacent to the churchyard which was originally sold in 1969. Details are in the document 'Summary to DAC for faculty' originally provided by Solicitors Cullimore Dutton and edited for this application.

Copies of the Standard Information Form and any drawings, plans, specifications, photographs or other documents showing the proposals must be provided with this petition.

Ref: 2022-078248 **Church:** Millbrook: St James
Diocese: Chester **Archdeaconry:** Macclesfield
Created By: Paul Watkins 04/10/2022, based on original by Mrs Angela Cattell (14/08/2016) **Contact Tel.:** 07939935370
Contact email: paul@hts.church
Status: Ready for formal application

Statement of Needs

General information

The parish originally covered two separate villages. Housing development between them has joined them although the people still regard them as two separate places. There are two estates of social housing with several of high value owner occupiers and some small old cottages and rows of terraces. The church is next to some open land between the two villages, with a vacant site behind it. The site was previously occupied by a nursing home which has now been demolished.

The Church is used for a Sunday service, and occasional funerals and weddings. The Church lounge is currently used for socialising after services, a weekly social club for older people, a drop in run by a food bank and occasional meetings.

What is needed?

Developers have bought land which was sold by the diocese and the Church many years ago. We need the land to be developed, as it is in danger of becoming a target for anti-social behaviour at the back of the church. We have already suffered from youths gathering and motorbikes doing stunts on our car park, with large quantities of litter being left. The appearance of the land at the back of the church is having a detrimental effect on visitors to the Church.

The proposal

To vary the restrictive covenants from the land so that houses may be built and sold freehold, while keeping the existing right of way to the Church car park.

Why?

The developer has bought the land and wishes to build on it.

Justification

We do not envisage there will be any harm to the significance of the church.

Approach to DAC for faculty

Parish: St James Millbrook
Church: St James
Works: Variation of Restrictive Covenant
Date: 03/10/2022

Background

Two parcels of land adjacent to St James's Church are owned by Toto Worldwide Developments. The parcels are registered under title number GM251922 and GM674581 (see attached title plans – Plan 1 – Plan 2).

Toto are looking to develop their two parcels of land and construct up to 23 residential dwellings upon them.

PCC Benefit

The parcel of land shown on Plan 2 is subject to restrictive covenants the benefit of which are with the PCC so not directly involved in the required faculty.

The PCC have, however, agreed to release and vary the covenants in their favour. Attached is an extract from the 1994 Conveyance in their favour showing clauses 5.4 and 5.5. The PCC have agreed to vary clause 5.4 as shown on the attached Schedule (please note these are still to be approved by Toto). 5.5 is to be released in its entirety.

Incumbent Benefit

The land shown on Plan 1 is subject to covenants contained within a Conveyance dated 29th January 1969 which benefit the church and churchyard of St James's Church.

The covenant that is being required to be varied is that saying that the Property could only be used as or as the site for one detached private dwelling house with the usual domestic out offices and private garage and for no other purpose whatsoever. This covenant was subsequently varied in 1988 to also permit the Property to be used as a nursing home. The 1969 Conveyance and the subsequent Deed of Variation of 1988 also link the covenants to the use of a right of way to Toto's property.

The DBF, on behalf of the Parish and the Bishop have agreed for the right to be varied as shown on the attached Schedule. The right of way would also be varied to tie in the changed covenant.

What action has been taken so far

- Following disagreement over the value of the land in question, Mediation took place and an agreement was reached on 21st September 2022. Fisher German Surveyors and Mann Roberts Solicitors were appointed to negotiate on behalf of both the Diocesan Board of Finance and the PCC of St James' Church. Enclosed in the Faculty package is the settlement agreement indicating the appropriate level of the consideration for the release of the covenants benefitting both the PCC land and the Incumbent's property.

- Instructions throughout have been from the DBF to Cullimore Dutton Solicitors Limited. The DBF are on board with the proposed transaction.
- The PCC of Millbrook St James is in agreement to proceed with the Deed of Variation and Release of the covenants.
- Cullimore Dutton Solicitors previously drew up a Deed of Variation, the parties of which were:
 - the Right Reverend Father in God Peter by Divine Permission Lord Bishop of Chester
 - the Church Commissioners for England
 - the Chester Diocesan Board of Finance
 - the PCC of St James Millbrook
 - Toto Worldwide Properties Limited
- Mann Roberts are currently negotiating with Toto with a view to preparing and agreeing a new Deed of Variation which will incorporate the parties listed in the preceding paragraph.
Cullimore Dutton Solicitors Limited have already secured the approval of the Church Commissioners for England and incorporated their comments within the Deed of Variation.

What needs to be done

- Toto's solicitors to review and approve the Deed of Variation.
- Negotiations to be finalised as to compensation payable for releases and any contributions towards legal and surveyors' costs.
- Secure Bishop's consent.

Further action to be taken

- Provided the DAC so advise, obtain faculty.
- Agree final form of Deed and arrange signature / sealing by all parties.
- Cullimore Dutton Solicitors to receive agreed compensation and any contributions to costs from Toto's solicitors.
- Compensation to be distributed in accordance with qualified surveyors' reports.

Schedule

Part 1 – New covenant 2(ii) (1969 Conveyance)

The property hereby conveyed shall be used as or as the site for up to 23 private dwelling houses only with the usual domestic out buildings and private garden and garage and for no other purpose whatsoever.

Part 2 – Varied right of way (1969 Conveyance and 1988 Deed)

A right of way (in common with the Incumbent and his successors in title and all others entitled thereto) for all purposes at all times in connection with the use of the Property hereby conveyed as up to 23 private dwelling houses over the roadway shown coloured brown on the plan. Provided that the owners and their successors in title shall from time to time contribute a fair proportion of the cost of the repair and maintenance of the said roadway and any dispute over the necessity for repair and the reasonableness of costs shall be settled by the decision of an independent expert agreed between the Incumbent (or the Bishop if there is a vacancy) the owners and all others actually liable to contribute to such costs or in default of such agreement appointed by the President for the time being of the Royal Institution of Chartered Surveyors but nothing shall be deemed to impose upon the said Incumbent (or Bishop in a vacancy) or their successors in title any obligation to carry out such repairs or other maintenance.

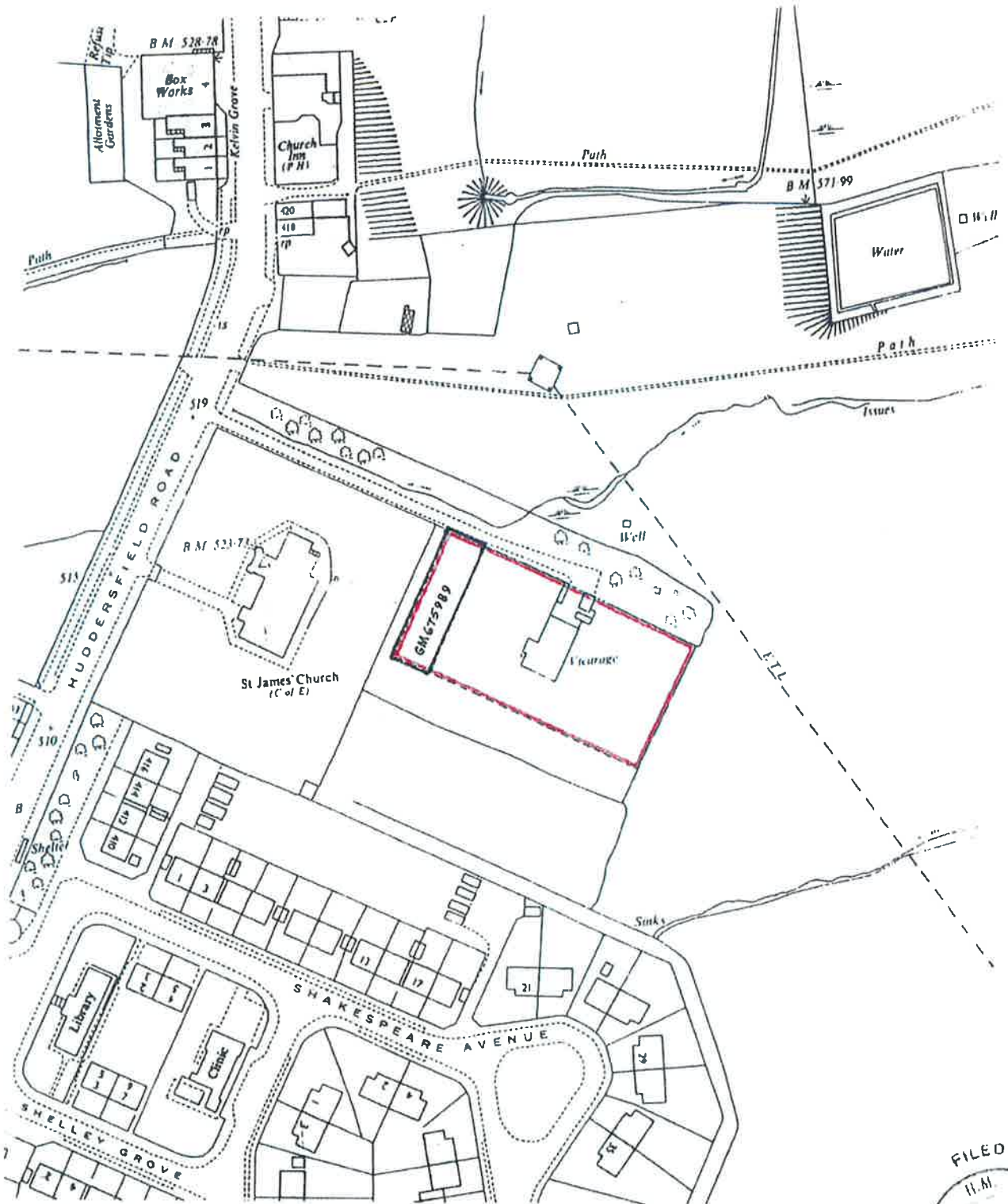
Part 3 – Varied Covenants clause 5.4 (1994 Transfer)

5.4 Not to erect build or place or cause permit or allow to be erected built or placed or to remain upon the Property any building or structures (whether permanent or temporary) except such building or structure in conjunction with and together with the development of the adjoining property now or formerly known as Hillview House, Huddersfield Road, Stalybridge comprised in title number GM251922 at HM Land Registry for up to 16 residential dwellings in total across the Property and adjoining property.



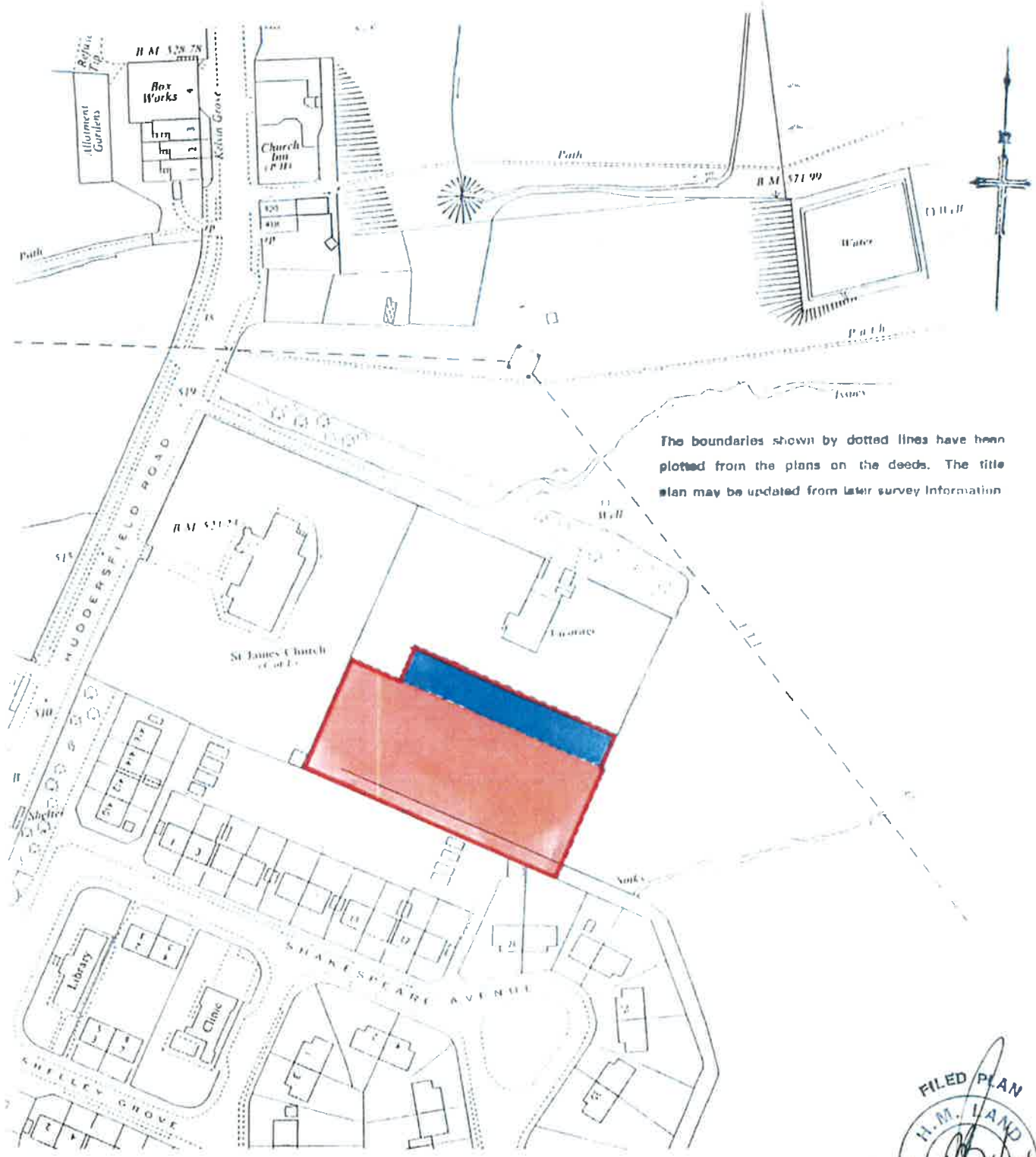
Plan 1

H.M. LAND REGISTRY		TITLE NUMBER		
		GM 251922		
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID	SECTION
	GREATER MANCHESTER		SJ9899	C
Scale 1/1250	TAMESIDE DISTRICT		© Crown copyright	



Plan 2

H.M. LAND REGISTRY		TITLE NUMBER		
		GM 674581		
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID	SECTION
	GREATER MANCHESTER		SJ9899 NW	
Scale 1/1250	TAMESIDE DISTRICT		© Crown copyright	



The boundaries shown by dotted lines have been plotted from the plans on the deeds. The title plan may be updated from laser survey information



Covenants Benefitting PCC Land

“5.4 not to erect build or placed or cause permit or allow to be erected built or placed or to remain upon the Property any building or structure (whether permanent or temporary) except such a building or structure which shall be used for purposes ancillary to the adjoining property now or formerly known as Hillview House Huddersfield Road Stalybridge comprised in title number GM251922 at H.M. Land Registry”

New Clause

5.4 Not to erect build or place or cause permit or allow to be erected built or placed or to remain upon the Property any building or structures (whether permanent or temporary) except such building or structure in conjunction with and together with the development of the adjoining property now or formerly know as Hillview House, Huddersfield Road, Stalybridge comprised in title number GM251922 at HM Land Registry for up to 23 residential dwellings in total across the Property and adjoining property

“5.5 the Property and the said adjoining property now or formerly known as Hillview House comprised in Title Number GM251922 at H.M. Land Registry shall remain as one hereditament and neither the Property nor the said adjoining property or any part or parts of either of them shall be severed from the remainder whether by way of disposal of the freehold legal estate or the grant of a lease or tenancy”

SETTLEMENT AGREEMENT

This agreement is dated 21st September 2022

PARTIES

(1) Toto Worldwide Properties (IOM) Limited (Company number 018773V) whose registered office is Top Floor, Elm Tree House, Elm Tree Road, Onchan, Isle of Man IM3 1AH (**Party A**)

(2) Chester Diocesan Board of Finance (Company number 00007826) whose registered office is 5500 Daresbury Park, Daresbury, Warrington, Cheshire, WA4 4GE and The Trustees of the Parochial Church Council of the parish of Millbrook St James.. (**Party B**)

BACKGROUND

A dispute has arisen between the parties relating to restrictive covenants ("**The Restrictive Covenants**") for which land in the ownership of Party B has the benefit ("**The Land**"), as described in a letter from Messrs. Crofts, Solicitors for Party A dated 18th March 2022 as "*Your Clients Land*". The dispute arises from Party A's intention to develop The Land in a manner which Party B's restrictive covenants prevent.

The parties have settled their differences and have agreed terms as set out in this agreement below.

1. CONDITIONS

1.1: This agreement is conditional upon the following: -

(a) Party B obtaining a Qualified Surveyors Report for the purposes of the Charities Act 2011 and any other relevant legislation being obtained which approves this agreed settlement; and

(b) Party B applying for and being granted the necessary faculty allowing them to grant the variation referred to at clause 2 below.

(c) Party B obtaining any other relevant authority or permission or approval that Party B is required to obtain pursuant to the law of England and Wales and/or the law and customs of the Church of England.

2. PAYMENT

2.1: Party A shall, within 21 days of receiving written notification from Party B that the conditions stated at clause 2 above have been satisfied, pay to Party B, in cleared funds, £100,000 (ONE HUNDRED THOUSAND POUNDS) ("**The Payment**") by way of bank transfer to a bank account to be specified to Party A by Party B at the time of giving such written notice. Time shall be of the essence in relation to this payment.

2.2: Interest shall accrue and be payable by Party A on any part of the £100,000 that is not paid in accordance with Clause 2.1 at the rate of 2% per annum above the base rate for the time being of Barclays Bank Plc.

2.3 The parties agree to enter into a deed of variation of the Restrictive Covenants to allow the development of a 23 residential dwellings to be constructed on The Land in accordance with planning consent 19/00873/FUL. The Parties agree to use their reasonable endeavours to agree the wording and form of such release within 42 days from the date of this agreement.

2.4 The parties shall enter into a deed of variation referred to at 2.3 above on the same time that payment is received and in any event no later than 24 hours after payment at clause 2.1 is made.

3. COSTS

The parties shall each bear their own legal costs.

4. WARRANTIES AND AUTHORITY

Each party warrants and represents to the other with respect to itself that it has the full right, power and authority to execute, deliver and perform this agreement.

5. NO ADMISSION

This agreement is entered into in connection with the compromise of disputed matters and in the light of other considerations. It is not and shall not be represented or construed by the parties as, an admission of any form including but not limited to the enforceability of the Restrictive Covenants.

6. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

7. GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

8. JURISDICTION

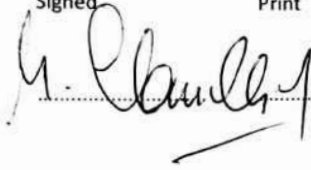
Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

9. CO-OPERATION

The parties shall deliver or cause to be delivered such instruments and other documents at such times and places as are reasonably necessary or desirable, and shall take any other action reasonably requested by the other party for the purpose of putting this agreement into effect.

10. VARIATION

No variation of this deed shall be effective unless it is in writing and signed by the parties.

Signed	Print	On behalf of
	MR KHAZID CHAUDHURY	TOTO WORLDWIDE PROPERTIES (1044) LTD.
<hr/>		
	N.A. CUMMINGS	CHESTER DOLLOMAN BOARD OF FINANCE
	M. S. J. GEARY	THE PAROCHIAL CHURCH COUNCIL OF THE PARISH OF MILLBROOK ST JAMES

Millbrook St James - Correspondence with parish and others

Attachments are listed according to the numbering on the supporting documents list

- Attachments in blue are included within the proposals section

Date	Message
<p>29/07/2021</p> <p>To: Chris Viney From: Katy Purvis</p>	<p>Following our phone call, please find attached application documentation for the faculty to remove the covenant from the land to be developed next to St James</p> <p>This application was recommended by the DAC in September 2016. It was never formally submitted to the registrar, so no faculty was ever issued. I suspect that was because the parish would have needed to pay the faculty fee, and wanted to avoid doing so until it was certain the development was going ahead, and the faculty was definitely needed.</p> <p>As the development is still planned, and you are negotiating with the developer, it seems you will need this faculty application to be progressed. Please could you review the attached documents and let us know if these details still stand. If so, we will ask the Registrar if you can formally submit the application to Registry for processing, despite the expiration of the DAC notification of advice in 2018. If the details have changed, we would need to take the application back to the committee and ask for further advice and seek a new recommendation.</p>
<p>05/08/2021</p> <p>To: Katy Purvis From: Chris Viney</p>	<p>Thank you for your email and attachments.</p> <p>When I became connected with the parish in 2017, I mistakenly assumed that a faculty had been secured. My apologies.</p> <p>It appears that there is only one change in relation to the documents you have provided. The developer has demolished the old vicarage/care home and the site is now clear. It is also the case that the developer has obtained planning consent for the construction of 23 properties on the site.</p> <p>Does this impact on how we might progress this? The covenant attaches to the land, the ownership of which remains unaltered.</p>
<p>10/08/2021</p> <p>To: Chris Viney From: Katy Purvis</p>	<p>I've heard back from the Registrar, she advises that this will need a new notification of advice, which means it will have to go back to the DAC for consideration. This is for a number of reasons, the length of time that has passed, the original application was submitted when the previous registrar was in post, and the Chancellor had directed that specific conditions would need to be met to grant the faculty, which are not yet evidenced by the application.</p> <p>In July 2016, the Chancellor advised that a faculty granting the deeds of variation and release would be conditional as follows</p>

The court would need to be satisfied of

- All appropriate consents including the Bishop's
- A benefit (or at least no significant detriment) to the church
- Any monetary compensation being fair and proper — or at least there being in place a mechanism for ensuring that was so, even if negotiations were still ongoing (eg approval by DBF/QS)
- Destination of funds

In May 2017 Angela Cattell, as PCC secretary, spoke to the Clerk to the Registrar to enquire of the delay in granting the faculty. At that time, the PCC had engaged Cullimore Dutton Solicitors to draw up the deed of variation and release. The Registrar had corresponded with Tania McGee of Cullimore Dutton in November 2016, who had advised that the deeds were not yet in agreed form. The Clerk to the Registrar explained that the faculty could not be considered until the deeds were in agreed form. Angela offered to go back to Cullimore Dutton to ask them to progress this.

A file note from Cullimore Dutton dated August 2016, included in the faculty application documents sets out what has been completed, and what still needs to be done as below. I think you will need to go back to Cullimore Dutton and ask for an update to find out what has happened since. Once the steps in the blue "What needs to be done" section are complete, we will need to add evidence of these to the faculty application, and then ask for DAC advice. You'll then be back in the application process, and hopefully in a position to obtain the faculty.

What action has been taken so far

- Meller Braggins, on behalf of the DBF, has been negotiating with Toto and its surveyors as to the appropriate level of the consideration for the release of the covenants benefitting both the PCC land and the Incumbent's property. Negotiations are ongoing as to this and also any relevant contributions to surveyors' and/or legal costs.
- Instructions throughout have been from the DBF to Cullimore Dutton Solicitors Limited. The DBF are on board with the proposed transaction.
- The PCC of Millbrook St James is in agreement to proceed with the Deed of Variation and Release of the covenants.
- An appointment of a qualified surveyor is being sought to act on behalf of the PCC in respect of their Charities Act obligations to advise on the level of compensation sought and the distribution of such compensation between the PCC and the Parish. (I believe the PCC appointed Mellor Braggins)

- Cullimore Dutton Solicitors have drawn up a Deed of Variation (This was not in agreed form by November 2016, but is the key issue really), the parties of that to be:
 - the Right Reverend Father in God Peter by Divine Permission Lord Bishop of Chester
 - the Church Commissioners for England
 - the Chester Diocesan Board of Finance
 - the PCC of St James Millbrook
 - Toto Worldwide Properties Limited
- Cullimore Dutton Solicitors Limited have already secured the approval of the Church Commissioners for England and incorporated their comments within the Deed of Variation.

What needs to be done

- Appointment of surveyor confirmed for the PCC. (As above this seems to have happened, but would be confirmed by the point below)
- PCC's surveyor to produce report advising on compensation and split of compensation. (This should be included in the faculty application)
- Toto's solicitors to review and approve the Deed of Variation. (Evidence needed for the application)
- Negotiations to be finalised as to compensation payable for releases and any contributions towards legal and surveyors' costs. (Evidence needed for the application)
- Secure Bishop's consent. (Evidence needed for the application)

Further action to be taken (I think this can come later after faculty application is submitted, apart from the DAC advice)

- Provided the DAC so advise, obtain faculty.
- Agree final form of Deed and arrange signature / sealing by all parties.
- Cullimore Dutton Solicitors to receive agreed compensation and any contributions to costs from Toto's solicitors.
- Compensation to be distributed in accordance with qualified surveyors' reports.

<p>10/08/2021</p> <p>To: Katy Purvis From: Chris Viney</p>	<p>Thank you for your detailed email. I have now involved the Priest in Charge here at Millbrook as the matter is complex, important and, given the state of St James PCC finances, requires careful consideration before we engage in incurring costs.</p> <p>I will respond as soon as I am able, but I am away on leave very soon, so it may be September before we can provide a full reply</p>
<p>10/08/2021</p> <p>To: Chris Viney From: Katy Purvis</p>	<p>Hi Chris, that's fine, I just wanted to try to set out what I think you'll need to do to progress this. There's no hurry, it is quite complicated. I can phone you if that would help</p>
<p>10/08/2021</p> <p>To: Katy Purvis From: Chris Viney</p>	<p>I appreciate your willingness to speak on the phone.</p> <p>I'll have a chat with Tim Hayes and then get back to you as quickly as we can.</p>
<p>05/09/2022</p> <p>To: Katy Purvis From: Paul Watkins</p>	<p>I'm not sure whether you know this, but we at Holy Trinity church in Stalybridge are currently making a connection with St James church in Millbrook. For a while we've had a vision for church planting and we see this connection in that light. St. James of course is a long established church in its own right, but attendances have dwindled a bit in recent years and we feel God is calling us to support them by making the resources God has given HT, available to St James.</p> <p>Rev Chris Viney, the minister at St James has briefed me about the Faculty application which is required with a view releasing the restrictive covenant on the land at the back of the church. Chris has just gone away on holiday, and he's asked me to get the Faculty application started in his absence.</p> <p>Firstly, please could St James church Millbrook (1611) be added to the list of churches I'm allowed to help in this respect?</p> <p>Secondly, I'd be very grateful for a chat with you about this and any guidance you can offer. It look reasonably straight forward, but I'm sure there are a few banana skins which I've not noticed. When would be a convenient time to call you to pick your brains?</p>
<p>05/09/2022</p> <p>To: Paul Watkins From: Katy Purvis</p> <p>With attachment</p>	<p>Preceded by phone call explaining situation so far</p> <p>Here's the email from last year, which hopefully explains what additional steps you need to take to get a faculty</p> <p><i>Email of 10 August 2021 as above</i></p>
<p>20/09/2022</p> <p>To: Katy Purvis From: Alexander Mullin</p>	<p>Preceded by emails between solicitors and CDBF property department, asking if faculty was required for release of covenant in an unnamed parish</p> <p>Below is a detailed background of the covenants to assist. The church being referred to is St James in Millbrook, Stalybridge.</p> <p>Plot 1 (The Vicarage)</p>

By a conveyance dated 29 January 1969 ("the 1969 Conveyance"), the Reverend John Arthur Hesketh (defined as "the Incumbent") with the consent of the Church Commissioners for England ("the Commissioners") conveyed land known as the Vicarage Millbrook, Stalybridge ("Plot 1") to a Patricia Bilsborough (defined as "the Purchaser").

Clause 2 of the 1969 Conveyance contained a restrictive covenant ("the 1969 Covenant"), which relevantly provided as follows "The Purchaser to the intent and so as to bind (as far as practicable) the property hereby conveyed into whosoever hands the same may come and to benefit and proper the said neighbouring property belonging to the Incumbent and each and every part thereof hereby covenants with the Incumbent and his successors and also by way of separate covenant with the Commissioners as follows: - ...

(i) that the property hereby conveyed shall be used as or as the site for one detached private dwellinghouse only with the usual domestic out offices and private garage and for no other purpose whatsoever."

By a deed made on 3 August 1988 ("the 1988 Deed"), between the Reverend John Edgar Hollins (defined as "the Incumbent"), the Commissioners and James Patrick Kavanagh and June Ferguson (defined as "the Owners") released the Owners of the Vicarage (Plot 1) from the covenant contained in the 1969 Conveyance:

"to the extent necessary to permit the said property to be used as and for a nursing home but not further or otherwise."

Clause 4 of the 1988 Deed further provided as follows:

"Except as expressly hereby varied the covenants and other matters set out in the Conveyance shall remain in full force and effect and are hereby ratified and confirmed."

The 1988 Deed also granted an additional right of way permitting user thereof in connection with a private dwellinghouse or a nursing home.

Plot 1 is now registered under title number GM251922. Toto is the registered proprietor of Plot 1. Toto is a company incorporated in the Isle of Man under company number 018773V.

Plot 2

On 28 September 1994, a transfer ("the 1994 Transfer") was executed by the Parochial Church Council of the Parish of St James Millbrook ("the PCC"), the Board, a James Patrick Kavanagh, a June Ferguson and a Elizabeth Smyth. The 1994 Transfer related to land to the rear of St James Church, Millbrook, Huddersfield Road, Stalybridge SK15 3JL ("Plot 2")

	<p>The 1994 Transfer contained a restrictive covenant ("the 1994 Covenant") which materially provided as follows:</p> <p>"The Transferees to the intent and so as to bind (so far as practicable) the Property into whosoever hands the same may come for the benefit of the whole and every part of the Adjoining Land hereby jointly and severally covenant with the Diocesan Authority and the Parochial Church Council and also by way of separate covenant with the Incumbent for the time being of the Benefice of Millbrook St James and his successors...</p> <p>Not to erect build or placed [sic] or cause permit or allow to be erected built or placed or to remain upon the Property any building or structure (whether permanent or temporary) except such a building or structure which shall be used for purposes ancillary to the adjoining property now or formerly known as Hillview House Huddersfield Road Stalybridge comprised in title number GM251922 at H M Land Registry</p> <p>The Property and the said adjoining property now or formerly known as Hillview House comprised in Title Number GM251922 at H M Land Registry shall remain as one hereditament and neither the Property nor the said adjoining property or any part or parts of either of them shall be severed from the remainder whether by way of disposal of the freehold legal estate or the grant of a lease or tenancy"</p>
<p>20/09/2022</p> <p>To: Alexander Mullin From: Katy Purvis</p>	<p>I am aware of these covenants, the parish have been advised that faculty is required, an application was begun a few years ago, and I spoke to the parish fairly recently about the need for faculty to be in place. Please be advised that the timescale for granting a faculty is usually at least three months, and includes a thirty day public notice period</p>
<p>22/09/2022</p> <p>To: Katy Purvis From: Paul Watkins</p>	<p>The mediation meeting took place yesterday, attended by our Surveyor and our Solicitor and we're awaiting their reports for inclusion in the Faculty application. The other inclusions will be as the 2018 application and we'll submit it online as soon as we can.</p> <p>With regard to the Deed of Variation, if I understood you correctly last time we spoke, a deed was previously prepared but it was in an unacceptable format. Given that the PCC have appointed Mann Roberts Solicitors to act for them in the mediation, it would seem sensible for them to prepare the new deed of variation. To help us ensure that this new one is acceptable, please could you provide some guidance on it for us to discuss with them if need be?</p>
<p>22/09/2022</p> <p>To: Paul Watkins From: Katy Purvis</p>	<p>Glad the meeting went well, I look forward to seeing the reports. It is good to see progress on this</p> <p>I'm afraid I am unqualified to say what was wrong with the deed of variation, I assume, but I don't know, that the proposed format was not acceptable to Toto's solicitors in some way. I will ask the Registrar if she can advise, I'm sorry that I can't help</p>

<p>22/09/2022</p> <p>To: Katy Purvis From: Paul Watkins</p>	<p>I met Lisa Moncur a couple of weeks ago at a church in Biddulph, I'm happy to ask her if that's easier for you?</p>
<p>22/09/2022</p> <p>To: Paul Watkins From: Katy Purvis</p>	<p>I've already forwarded your email to Lisa so hopefully she will either contact you or reply to me, but thank you for offering</p>
<p>03/10/2022</p> <p>To: Katy Purvis From: Paul Watkins</p>	<p>Thanks for your email earlier, I've submitted the basic Faculty application. I don't yet have all the details you mentioned in your email a couple of weeks ago, but I think I probably have most of it. However I couldn't see how to include it with the original submission. Sorry to be a pain, but I go on holiday for two weeks from tomorrow evening, is there any chance you could give me the heads up please so I can send it in before I go?</p> <p>No problem if not, I'll try to sort it when I get back.</p>
<p>27/10/2022</p> <p>To: Paul Watkins From: Katy Purvis</p>	<p>I am writing to let you that at its meeting of 21 October 2022, the DAC considered the new application relating to the previously approved application for the release variation of covenant to land and resolved to recommend the scheme</p> <p>If you have any queries please let me know</p>

ST JAMES MILLBROOK

MINUTES OF EXTRAORDINARY PCC MEETING HELD 4th SEPTEMBER 2022, 7.30 P.M. IN CHURCH LOUNGE

Present

Rev Gary Kennaugh, Shirley Hlland, David Brierley, Margaret Brierley, Angela Cattell, Wendy Hulse.

Apologies

Rev Chris Viney, David Carter.

The purpose of the meeting was to discuss and resolve the following resolutions:

1.

David Mann of Mann Roberts be appointed as PCC solicitor in relation to the Mediation with Toto relating to the Restrictive Covenant.

Proposed by Rev Gary Kennaugh, Seconded by David Brieley. Agreed unanimously by the PCC Committee.

2.

The PCC valuer, Simon Geary of Fisher German be authorised and instructed to attend and act as agent of the PCC at the Mediation should agreement to any offer be needed.

Proposed by Rev Gary Kennaugh, Seconded by Shirley Hlland. Agreed unanimously by the Committee.

Gary closed the meeting with prayer.