

Wildlife & Countryside act 1981. Reference LSG4/FJ4/5 30605



Matthew Dinsdale <mattdinsdale@yahoo.co.uk>

To Jackson, Francesca



01/10/2026

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Hi Francesca

Mr John Dinsdale passed away in August 2014.

The contact address is the same. My mobile is 07980 265 490.

Regards

Matt

Wildlife & Countryside act 1981. Reference LSG4/FJ4/5 30605



Jackson, Francesca

To 'mattdinsdale@yahoo.co.uk'

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You replied to this message on 12/10/2026 14:05.



Mon 05/10/2026 14:38

Summarise

Dear Mr Dinsdale

Thank you for your email. I am sorry to hear about your late father.

As an objection was received by your father to the attached Order, it must be submitted to the Secretary of State for Food, Environment and Rural Affairs for determination. A Planning Inspector will be appointed to consider all the evidence and make a decision on whether or not to confirm the Order.

The Planning Inspectorate has requested that written permission to access the land in question is sought from the landowner (please see document 13 [OMA Checklist June 2026.odt](#)).

As the land crossed by the Order route is now in the registered ownership of yourself and your brother Mr David Dinsdale, please could you confirm if you are willing to allow the Inspector to access the land?

Kind regards

Francesca Jackson
Paralegal
Highways, Planning & Environment
Legal Services
Leicestershire County Council

RE: Wildlife & Countryside act 1981. Reference LSG4/FJ4/5 30605



Jackson, Francesca
To: Matthew Dinsdale

Summarise

😊 Reply ↩️ Reply All ➡️ Forward 👤 ⋮

Mon 12/10/2026 14:05

Dear Mr Dinsdale

Further to the below, please could you confirm that you are willing to allow the Inspector to access the land crossed by the Order route?

Kind regards

Francesca Jackson
Paralegal
Highways, Planning & Environment
Legal Services
Lancashire County Council
T: 01772 536379
W: www.lancashire.gov.uk



RE: Wildlife & Countryside act 1981. Reference LSG4/FJ4/5 30605



Matthew Dinsdale <matt dinsdale@yahoo.co.uk>
To: Jackson, Francesca

Summarise

😊 Reply ↩️ Reply All ➡️ Forward 👤 ⋮

Mon 12/10/2026 14:36

This sender matt dinsdale@yahoo.co.uk is from outside your organisation.

You replied to this message on 12/10/2026 14:41.

Hi Francesca

Yes thats fine.

Thanks

Matt

The electronic official copy of the register follows this message.

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



Official copy of register of title

Title number LAN47087

Edition date 20.04.2016

- This official copy shows the entries on the register of title on 08 JUL 2026 at 09:28:31.
- 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 08 Jul 2026.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Fylde Office.

A: Property Register

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

LANCASHIRE : PENDLE

- 1 (22.02.2007) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Rain Hall Farm, Salterforth Lane, Salterforth, Barnoldswick (BB18 6JE).

NOTE: The land tinted green on the title plan is not included in this title.

- 2 (19.06.2007) The land has the benefit of the following rights granted by a Conveyance of the land in this title and other land dated 3 October 1918 made between (1) John Du Cane Wilkinson and John Wilkinson (2) Joseph Mason (3) John Wilkinson and (4) John Towler:-

"Together with the appurtenances and particularly including full right and liberty for the Purchaser his heirs and assigns owners for the time being of the hereditaments hereby conveyed and all other persons authorised by him or them from time to time and at all times hereafter and for all purposes to pass and repass with or without horses cattle carts carriages motor cars and other vehicles over and along the road coloured yellow on the said plan and marked Private Road as such road has heretofore been used and enjoyed in connection with the hereditaments hereby conveyed"

NOTE: Copy plan filed.

- 3 (22.02.2007) The land has the benefit of the rights reserved by but is subject to the rights granted by a Conveyance of land adjoining The Outbarn dated 8 June 1960 made between (1) Charles Edgar Aldersley and (2) The Urban District For The Urban District Of Barnoldswick.

NOTE: Copy filed.

- 4 (19.06.2007) The land tinted pink on the title plan has the benefit of the rights reserved by but is subject to the rights granted by a Conveyance of adjoining land dated 17 November 1975 made between (1) Roy Laycock and Pamela Laycock and (2) John Ainsley Mason and Sheila Stephanie Beaumont Mason.

NOTE: Copy filed.

- 5 (22.02.2007) The land tinted pink on the title plan has the benefit of the following rights granted by but is subject to the following rights

A: Property Register continued

reserved by a Conveyance dated 18 November 1975 made between (1) Roy Laycock and Pamela Laycock (Vendors) and (2) John Robert Dinsdale (Purchaser):-

"Together with all rights for way and other easements and the appurtenances thereto belonging and in particular the right (in common with all other persons entitled to similar rights) with or without motor vehicles to pass and repass over the roadway coloured blue on the plan attached hereto and also such rights as the Vendors have by way of prescription or otherwise to pass and repass at all times with or without vehicles over the roadway coloured green on the said plan annexed hereto"

NOTE: Copy plan filed.

6 (22.02.2007) The land has the benefit of the rights granted by the Conveyance dated 23 November 1977 referred to in the Charges Register.

7 (22.02.2007) The land tinted brown on the filed plan has the benefit of the following rights reserved by a Conveyance thereof dated 31 December 1981 made between (1) John Robert Dinsdale (Vendor) and (2) Silentnight Limited:-

"EXCEPTING AND RESERVING unto the Vendor a right of drainage from the adjoining land retained by the Vendor through the existing drains in or under the property intended to be hereby conveyed with a right of entry for the purpose of cleansing repairing maintaining and renewing the said drains doing no unnecessary damage and making good or paying compensation for any damage done

SUBJECT nevertheless to all rights of way and drainage and other rights easements and privileges which may affect the property hereby conveyed"

8 (22.02.2007) The land tinted mauve on the title plan has the benefit of the following rights reserved by a Conveyance thereof dated 6 May 1982 made between (1) John Robert Dinsdale (Vendor) and (2) A.B.F. Limited (Purchaser):-

"EXCEPTING AND RESERVING unto the Vendor a right to the free and uninterrupted passage and running of water and soil from and to the adjoining or neighbouring property of the Vendor through such of the drains watercourses and pipes now laid or at any time hereafter to be laid in or under the land intended to be hereby conveyed with a right of entry for the purpose of cleansing repairing maintaining and renewing the same doing no unnecessary damage and making good or paying compensation for any damage done

SUBJECT nevertheless to all rights of way and drainage and other rights easements and privileges which may affect the property hereby conveyed."

9 (22.02.2007) A Conveyance of the land tinted yellow on the title plan dated 22 May 1986 made between (1) Fred Birtwistle and (2) John Dinsdale contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED as follows:-

(a) The Vendor shall forever hereafter maintain in a good and stockproof condition the boundary wall or fence marked with an inward 'T' on the retained land

(b) That all easements and quasi-easements usages benefits and things in the nature of easements including rights of light and air used enjoyed or constructed for the mutual benefit of the said property hereby conveyed and the retained property shall continue to be so used and enjoyed notwithstanding severance of ownership."

NOTE: The inward facing T on the retained land are similarly shown on the title plan.

10 (22.02.2007) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of part of the land tinted green on the title plan dated 15 February 2006 made between (1) The John Robert Dinsdale Trust 2005 and (2) John Robert Dinsdale and

A: Property Register continued

Richard Watson.

NOTE: Copy filed under title LAN28025.

- 11 (08.07.2008) A new title plan based on the latest revision of the Ordnance Survey Map showing the land added by blue hatching has been prepared.

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 (20.04.2016) PROPRIETOR: DAVID JOHN DINSDALE and MATTHEW ROBERT DINSDALE of Rain Hall Farm, Salterforth Lane, Salterforth, Barnoldswick BB18 6JE.
- 2 (22.02.2007) The Conveyance of the land tinted blue on the title plan dated 21 July 1948 made between (1) John Stanley Crabtree and Elizabeth May Crabtree and (2) Henry F. Hibbert & Co. Ltd. contains Purchaser's and Vendor's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 3 (20.04.2016) The value stated as at 20 April 2016 was £1,500,000.
- 4 (20.04.2016) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Conveyance dated 21 July 1948 referred to in the Proprietorship Register:-

"The Purchasers hereby covenant with the Vendors that they the Purchasers and their successors in title and assigns will erect and for ever thereafter maintain a good and substantial fence between the point mark A X and B on the said plan such fence to proceed on the Westerly side of the stream between A and X and on the Easterly side of the stream between X and B.

NOTE: The points referred to have been reproduced on the title plan.
- 2 The following are details of the personal covenants contained in the Conveyance dated 21 July 1948 referred to in the Proprietorship Register:-

"The Vendors hereby covenant with the Purchasers that they the Vendors and their successors in title and assigns will erect and for ever thereafter maintain a good and substantial fence between the points marked "C" and "D" on the said plan and will also maintain the fence marked "B" to "C" on the said plan"

C: Charges Register

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

- 1 (22.02.2007) The land is subject to the following rights granted by a Deed dated 1 November 1922 made between (1) John Towler (The Grantor) and (2) The Urban District Council of Barnoldswick (The Council). The said Deed also contains a restrictive covenant.

"The Grantor as Beneficial Owner hereby grants and conveys unto the Council the easements and rights described in the Second Schedule hereto in the manner and upon the conditions specified in the said

C: Charges Register continued

Schedule in through upon or over the lands and hereditaments more particularly described in the First Schedule hereto

THE FIRST SCHEDULE above referred to

All that strip of land of the uniform width of nine feet situate in the Parish of Salterforth in the said West Riding of the County of York containing in length six hundred and ten yards or thereabouts the approximate position of which said strip of land is more particularly delineated in the plan thereof annexed to these presents and thereon coloured green.

THE SECOND SCHEDULE above referred to

A. The easement and right in perpetuity at any time or times of constructing placing and laying and thereafter of using inspecting maintaining cleansing repairing relaying renewing enlarging duplicating conducting and managing an Aqueduct consisting of one or more conduits or lines of pipes (hereinafter referred to as "the Aqueduct") in through upon under or over the lands described in the First Schedule hereto together with all necessary proper and convenient works including washout pipes which the Council may construct under the powers of the Act of 1915 or the Acts incorporated therewith in connection with the Aqueduct or the works authorised by the said Acts Together with all rights of entry from time to time necessary or expedient for the purposes aforesaid AND for the purposes aforesaid the Council may exercise the powers of the Act of 1915 and the Acts incorporated therewith and also (without prejudice to the foregoing) the easement and right of depositing surplus material and spoil together with such rights of entry and passage as may be necessary for making such deposit

B. The easement or right during the construction of the Aqueduct of making such approach roads retaining walls excavations and other works and conveniences (including a contractors tramway) within reasonable limits of deviation as may be necessary for such construction

C. The Council in constructing the Aqueduct across or under any agricultural or pastoral land (except where the Aqueduct is constructed in tunnel and the surface of the land is unbroken) shall lay aside so much of the surface soil as may be thereby excavated and shall afterwards replace the same uppermost on the land from which such soil shall have been taken and shall restore the surface as nearly as practicable to its original level and condition And the Council shall not lay any iron or other cover over valves or pipes extending above natural ground level adjoining.

D. The Council shall to the reasonable satisfaction of the Grantor his heirs or assigns or his or their Agent reinstate all watercourses fences roads and footpaths which may be crossed injured or interfered with under the powers of the Act of 1915 or the Public Health Acts or the Acts incorporated with any of such Acts and all pipes and land drains severed shall be made good to the reasonable satisfaction of the Grantor his heirs or assigns or his or or their Agent

E. The area of land on which the Council shall exercise the rights referred to in Clause B hereof during the construction of the Aqueduct are shown by dotted lines on the said plan

F. The Council shall have the right of vertical and lateral support except in the case of working of mines of coal iron stone slate or other minerals to which the provisions of the Public Health Act 1875 (Support of Sewers) Amendment Act 1883 apply.

G. No building shall be erected over the Aqueduct without the consent of the Council

H. The Council shall from time to time pay compensation in respect of surface damage which may arise from time to time from the inspection maintenance cleansing repairing replacing relaying renewing enlarging duplicating or management of the Aqueduct or the laying of any additional lines of pipes and such payments shall be made by the Council to the person or persons for the time being in occupation of

C: Charges Register continued

the land so damaged.

I. The Council shall have the right to construct valve chambers and shafts where necessary on the line of the Aqueduct but any such valve and shafts constructed on the land referred to in the First Schedule hereto shall not occupy a greater area than four square yards each."

NOTE: Copy plan filed.

- 2 (19.06.2007) The land tinted pink on the title plan is subject to the rights granted by a Deed of Grant dated 14 October 1960 made between (1) Grant Brown and Charlotte Ida Brown (2) Midland Bank Limited and (3) The Urban District Council for the Urban District of Barnoldswick.

NOTE: Copy filed.

- 3 (22.02.2007) A Conveyance of the land tinted blue on the title plan dated 23 November 1977 made between (1) Paul Giles Miller and Margaret Ann Miller and (2) John Robert Dinsdale contains restrictive covenants.

NOTE: Copy filed.

- 4 (22.02.2007) The land is subject to the rights granted by a Deed of Grant dated 24 November 2005 made between (1) John Robert Dinsdale and (2) Yorkshire Electricity Distribution Plc.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 5 (08.07.2008) A Transfer of the land hatched blue on the title plan dated 29 May 2008 made between (1) Quarters Trustees Limited and others and (2) John Robert Dinsdale contains restrictive covenants.

NOTE: Copy filed.

- 6 (08.07.2008) The land is subject to the rights reserved by the Transfer dated 29 May 2008 referred to above.

- 7 (01.09.2008) The land is subject to the rights granted by a Deed of Grant dated 12 August 2008 made between (1) John Robert Dinsdale and (2) Yorkshire Water Services Limited .

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under LAN47092.

- 8 (02.02.2009) The land is subject to the rights granted by a Deed of Grant dated 23 January 2009 made between (1) John Robert Dinsdale and (2) John Robert Dinsdale and Richard Watson.

NOTE: Copy filed under LAN28025.

End of register