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Official copy of register of title

Title number WYK642777

Edition date 01.07.2013

- This official copy shows the entries on the register of title on 18 AUG 2016 at 17:17:58.
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- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 18 Aug 2016.
- 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 Land Registry, Nottingham Office.

A: Property Register

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

WEST YORKSHIRE : WAKEFIELD

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at Foxbridge Way, Normanton.
- 2 The mines and minerals together with ancillary powers of working are excepted from the registration of the land tinted yellow on the filed plan together with provision for compensation in the event of damage caused thereby.
- 3 The land tinted pink on the filed plan has the benefit of the following rights granted by but is subject to the following rights reserved by a Transfer thereof and other land dated 27 May 1994 made between (1) Linda Elizabeth Broadhead and Ann Joyce Holden (Vendors) and (2) Sterling Capitol PLC (Purchaser):-

"TOGETHER with the rights granted which are set out or otherwise referred to in the First Schedule hereto excepting and reserving to the Vendor and their successors in title, for the benefit of the Retained Premises the rights and easements set out or otherwise referred to in the Second Schedule.

SCHEDULE 1 (Rights granted in respect of the Property)

The following rights and easements shall be granted for the benefit of the Property and each and every part of it:

1. The right to the free and uninterrupted passage and running of water to and from the Property in and through the Inspection Chamber and the French Drain which are now or maybe hereafter during the period eighty years from the date hereof be laid or constructed in, under or over the Retained Premises and/or any of the Vendor's land adjacent to the Property and/or the Retained Premises.

2. The right after giving reasonable written notice to the Vendor to enter into and upon such parts of the Retained Premises and/or any of the Vendor's land adjacent to the Property and/or the Retained Premises as shall remain unbuilt on so far as it may be necessary for the purpose of connecting into and carrying out any cleansing maintenance of replacement or repairs to any such Inspection Chamber or French Drain or the Property the Purchaser doing as little damage as possible

A: Property Register continued

and making good all damage occasioned thereby to the Retained Premises and the said adjacent land and any buildings structures and fixtures and fittings to the satisfaction of the Vendor and its tenants and occupiers and complying with the reasonable requirements of and causing the minimum of inconvenience to the Landlord and the tenants and occupiers of the Retained Premises and the said adjacent land.

3. The right to enter the Retained Premises for the purpose of constructing the Inspection Chamber and/or the French Drain should the same be agreed to be constructed on the Retained Premises.

4. A right of way for all purposes and at all times in connection with the use of the Property and at all times with or without vehicles over and along the Roadway.

5. A right for the Purchaser and its agents and contractors to enter the Roadway and such parts of the Retained Premises as may be absolutely necessary to undertake works specified in Schedule 3 hereto.

SCHEDULE 2 (Rights and easements excepted and reserved from the sale of the Property)

The following rights and easements shall be excepted and reserved for the benefit of the Retained Premises and any adjoining land of the Vendor and each and every part of it:-

1. The right to the free and uninterrupted passage and running of water to and from the Retained Premises and any of the Vendor's land adjacent to the Property and/or the Retained Premises in and through the Inspection Chamber and/or the French Drain which are now or may be hereafter during the period of eighty years from the date hereof laid or constructed in under or over such parts of the Property as remain unbuilt upon.

2. The right to the free and uninterrupted passage and running water, sewerage, gas, electricity and telecommunications to and from the Retained Premises and any of the Vendor's land adjacent to the Property in and through all pipes sewers drains wires and other Service Media ("Service Media") which are now or may be hereafter during the period of eighty years from the date hereof laid or constructed in under or over the Roadway.

3. The right to enter upon the Property at all times upon giving reasonable written notice to the Purchaser (except in emergency) for the purpose of repairing maintaining cleansing replacing and making connections to the Inspection Chamber, the French Drain and/or the Service Media the persons exercising such rights causing as little damage as possible and making good all damage to the Property to the Purchasers satisfaction.

In this Transfer the following words and expressions shall have the following meanings unless the context otherwise requires:-

THE PROPERTY of	the freehold land being part Loscoe Grange Farm off Foxbridge Way Normanton West Yorkshire comprising 2.563 acres or thereabouts shown edged in red on Plan No 1.
THE ROADWAY aforesaid acres or brown with any by	the freehold land being part of Loscoe Grange Farm comprising 0.997 thereabouts shown shaded on the Plan together roadway constructed thereon the Purchaser
THE RETAINED PREMISES	25 acres or thereabouts of

A: Property Register continued

the and	Vendor's freehold land
edged	premises at Loscoe Grange Farmland aforesaid shown in blue on Plan No 2.
INSPECTION CHAMBER	the Inspection Chamber (including any enlargement alteration or relocation of same) situate at the
the Property	in the approximate position marked "X" on Plan No 2 or in such other position as shall agreed by the Vendor and
be the	Purchaser on either the Property or the Retained Premises; and
FRENCH DRAIN	a drain to be constructed by the Purchaser to the Vendor's reasonable satisfaction adjacent to the Roadway in position marked "A" and "B" on Plan No 2 or in such other position as shall be agreed the Vendor and the either the
by Purchaser on Property or the	Retained Premises.
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NOTE: Original Transfer filed under WYK554721.

- 4 (10.03.1998) The land tinted blue on the filed plan has the benefit of the following rights granted by but is subject to the following rights reserved by a Transfer thereof dated 6 March 1998 made between (1) Linda Elizabeth Broadhead and Ann Joyce Holden (Transferors), (2) Sterling Capitol Developments PLC (Transferee) and (3) Sterling Capitol PLC:-

"TOGETHER with the rights set out in Schedule 1 and excepting and reserving the rights set out in Schedule 2 for the benefit of the land shown edged blue on the Plan annexed hereto and marked "Plan 2" and each and every part thereof ("the Transferors' Retained Land").

SCHEDULE 1
(Rights granted over the Transferors' Retained Land)

1. The right with and without workmen and all necessary equipment and machinery to enter upon such part of the Transferors' Retained Land as is shaded yellow on Plan 1 in order to facilitate the construction of the highway on the Property.
2. The right to permanently re-grade that part of the Transferors' Retained Land as is shaded yellow and annotated "Approximate extent of land to be banked down" on Plan 1 in order to facilitate development of neighbouring land.

SCHEDULE 2

(Rights reserved for the benefit of the Transferors' Retained Land and each and every part of it)

1. The right to the free and uninterrupted passage and running water, sewerage, gas electricity and telecommunications to and from the Transferors' Retained Land in and through all pipes, sewers, drains, wires and other service media ("Service Media") which are now or may be hereafter during the period of eighty years from the date hereof laid or constructed in, under or over the Property
2. The right to enter upon the Property at all times upon giving

A: Property Register continued

reasonable notice to the Transferee and obtaining the Transferee's prior written approval (not to be unreasonably withheld or delayed) for the purpose of making connections to the Service Media the persons exercising such rights causing as little damage as possible and making good all damage to the Property and the Service Media to the Transferee's satisfaction.

3. The right of way for all purposes and at all times in connection with the use and enjoyment of the Transferors' Retained Land with or without vehicles of any kind over the Property and such highway as may be constructed on the Property."

NOTE: Copy plans filed.

- 5 By a Deed dated 20 March 1998 made between (1) Linda Elizabeth Broadhead and Ann Joyce Holden (Transferors), (2) Sterling Capitol Developments PLC (Transferee) and (3) Sterling Capitol PLC the plan numbered 1 contained therein was substituted for the plan numbered 1 to the Transfer dated 6 March 1998 referred to above.

NOTE: Original filed.

- 6 (25.02.1999) The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Transfer of the land in this title dated 23 March 1998 made between (1) Sterling Capitol PLC, (2) Sterling Capitol Developments PLC (Seller) and (3) Midland Bank Trust Company Limited (Buyer):-

"RIGHTS GRANTED

The rights set out in Schedule 1 are granted to the Buyer for the benefit of the Property and every part of it.

EXCEPTIONS AND RESERVATIONS

The rights set out in Schedule 2 are excepted and reserved to the Seller for the benefit of the Retained Land and every part of it provided that these rights shall only apply to the extent that the Road is not adopted as a public highway and shall cease and determine in relation to each part of the Road that is subsequently adopted provided further that the rights set out in Paragraph 2 of Schedule 2 shall not cease and determine following adoption of the Road (or any part) if the Services remain private and are not themselves adopted but in these circumstances the rights will be subject to any requirements of the highway authority.

SCHEDULE 1 Rights Granted

1. In this Paragraph:-

1.1 "The Balancing Tank" means the underground balancing tank for stormwater drainage to be constructed by the Seller in the approximate location marked on the Plan pursuant to the Development Agreement of even date therewith between the Buyer and the Seller;

1.2 "Services Media" means any sewers drains pipes gullies gutters ducts mains watercourses or channels connecting into the Balancing Tank which may now exist or at any time within 80 years of the date of this Transfer be constructed along over or under the Retained Land in all cases including all ancillary installations fixings louvres cowls covers and other apparatus

2. The right for the Buyer and its successors in title the owners and occupiers from time to time of the Property and each and every part thereof;

2.1 to construct upon or under or over the Retained Land at the expense of the Buyer or its successors in title for the benefit of the Property or any part of it such Service Media as the Buyer or its successors in title may wish in order to connect into the Balancing Tank;

A: Property Register continued

2.2 to connect into any other Service Media constructed upon or under or over the Retained Land;

2.3 the right to enter and remain on the Retained Land (but not into or under any buildings) for such purposes with or without workmen plant and equipment the person exercising such right giving reasonable prior notice and causing as little damage as reasonably practicable and forthwith making good any damage caused

subject in the case of paragraphs 2.1 and 2.2 to the Seller's prior approval (not to be unreasonably withheld or delayed) to the route of such Service Media and the method of construction and connection and for the proposed connection not overloading the capacity of the Balancing Tank and the Service Media.

3. The right for the Buyer and its successors in title the owners and occupiers from time to time of the Property and each and every part thereof to the free passage and running of soil and water through the Services Media and the Balancing Tank

4. The right for the Buyer and its successors in title the owners and occupiers from time to time of the Property and each and every part thereof to enter the Retained Land (but not onto or under any buildings) in order to obtain access to repair maintain renew or carry out other works to the Services Media the person exercising such right giving reasonable prior written notice and causing as little damage as reasonably practicable and forthwith making good any damage caused

SCHEDULE 2 EXCEPTIONS AND RESERVATIONS

1. RIGHT OF WAY

1.1 A right to pass and repass at all times with or without vehicles for all purposes connected with the use and enjoyment of the Retained Land (but not otherwise) over and along the Road or such other roads and accessways as may from time to time be comprised in the Property and designated for that purpose by the Buyer between the public highway and the Retained Land, provided that the Seller shall not cause or permit any vehicles or trailers to be parked on such roads and accessways nor shall it hinder or obstruct the use by others of such roads and accessways.

1.2 A right to construct new vehicular access points so as to connect the Retained Land to the Road (or such other roads and accessways as aforesaid) and for this purpose, the right to remove and/or relign pavements and carry out works of construction to the Road (or such other roads and accessways as aforesaid) subject to complying with any requirements of the Local Highway Authority and forthwith making good any damage caused and subject also to obtaining the Buyer's prior written consent to the location of the access points (such consent not to be unreasonably withheld or delayed).

2. SERVICES

2.1 In this Paragraph:-

2.1.1 "the Services" means the services of:-

2.1.1.1 foul and surface water drainage

2.1.1.2 water and gas supply

2.1.1.3 electricity supply and telecommunications service:

2.1.2 "Services Media" means any sewers drains pipes gullies gutters ducts mains watercourses channels subways wires cables optic fibres conduits flues and other conducting media of whatever nature which may now exist or at any time within 80 years of the date of this Transfer be constructed along over or under the Road in all cases including all ancillary installations fixings louvres cowls covers and other apparatus

A: Property Register continued

2.2 The right for the Seller and its successors in title the owners and occupiers from time to time of the Retained Land and each and every part thereof:-

2.2.1 To construct upon or under or over the Road at the expense of the Seller or its successors in title for the benefit of the Retained Land or any part of it such Services Media as the Seller or its successors in title may wish provided that the precise routes of any new Services Media shall first be approved by the owner for the time being of the Property (such approval not to be unreasonably withheld or delayed):

2.2.2 To connect into any other Services Media constructed upon or under or over the Road; and

2.2.3 The right to enter and remain on the Road for such purposes with or without workmen plant and equipment the person exercising such right giving reasonable prior notice and causing as little damage as reasonably practicable and forthwith making good any damage caused

2.3 The right for the Seller and its successors in title the owners and occupiers from time to time of the Retained Land and each and every part thereof to the free passage and running of the Services through the Service Media

2.4 The right for the Seller and its successors in title the owners and occupiers from time to time of the Retained Land and each and every part thereof to enter the Road in order to obtain access to repair maintain renew or carry out other works to the Services Media the person exercising such right giving reasonable prior written notice and causing as little damage as reasonably practicable and forthwith making good any damage caused.

DEFINITIONS AND INTERPRETATION

1.1 In this Transfer and in the Schedules the following words and expressions shall have the following meanings unless the context requires otherwise:-

THE PLAN	the plan annexed to this Transfer
THE PROPERTY	the land at Foxbridge Way, West Yorkshire and shown
edged	red on the Plan, being
part of	the land comprised in
the	title referred to above plus the Road:
THE RETAINED LAND	means the land shown edged
the	blue on the Plan comprising
to	land in the title referred
	above plus the Road less the Property:
THE ROAD	means parts of the land at Foxbridge Way, Normanton comprised in the Transfer of the Road which part is
together	with other land shown
shaded	brown on the Plan:

NOTE: Copy plan filed

7 (16.02.2005) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

8 (30.05.2013) The term created by a lease of the land in this title dated 15 November 2004 has been enlarged into a fee simple under the power contained in section 153 of the Law of Property Act 1925. If the

A: Property Register continued

effect of section 153 is to determine the landlords estate in the land in this title, then this registered estate has determined.

~Note: Copy deed of enlargement filed under YY20466.

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 (30.10.2000) PROPRIETOR: ABBEY LIFE ASSURANCE COMPANY LIMITED (Co. Regn. No. 710383) of 80 Holdenhurst Road, Bournemouth, BH8 8AL.
- 2 (25.02.1999) RESTRICTION: Except under an order of the registrar no transfer of the land or lease exceeding 25 years by the proprietor of the land or transferor by the proprietor of any registered charge is to be registered without a certificate signed by the solicitor of Sterling Capitol Developments Plc confirming that the provisions of Schedule 3 to the Transfer dated 23 March 1998 made between (1) Sterling Capitol PLC (2) Sterling Capitol Developments PLC and (3) Midland Bank Trust Company Limited referred to in the Property Register have been complied with.
- 3 (30.10.2000) RESTRICTION: Except under an order of the registrar no charge by the proprietor of the land is to be registered unless a certificate signed by the secretary, a director (or an equivalent officer of the proprietor) or the solicitor for the proprietor has been furnished either (1) that such charge does not contravene the provisions of section 29 of the Insurance Companies Act 1982 or (2) that those provisions do not apply because, at the time of the charge, the proprietor was carrying on an insurance business in respect of which such requirements of Part 1 of Schedule 2F of that Act as are applicable have been complied with and the Secretary of State has not directed that Part II of the Act should apply to the proprietor.
- 4 (30.10.2000) A Transfer dated 9 March 2001 made between HSBC Trust Company (UK) Limited contains purchaser's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 9 March 2001 referred to in the Proprietorship Register:-

"With the object of affording to the Transferor a full and sufficient indemnity but further or otherwise the Transferee HEREBY COVENANTS with the Transferor that the Transferee and the persons deriving title under it will at all times hereafter abserve and perform the covenants (if any) referred to on the charges register of the titles above mentioned, in any Schedule of Personal Covenants of the title above mentioned and the covenants on the part of the landlord contained in any leases or tenancies to which all or part of the property is now subject and will indemnify and keep indemnified the Transferor from and against all present and future liabilities, actions, proceedings, claims, demands, taxes and duties, and all associated interest, penalties and costs and expenses whatever in respect of any future breach, non-observance or non-performance thereof."

C: Charges Register

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

- 1 (05.07.1993) The land tinted yellow on the filed plan is subject to the following rights reserved by a Conveyance thereof and other land dated 11 September 1967 made between (1) Methley Estates Limited (Methley)

C: Charges Register continued

(2) The Mexborough Estate Company Limited (Mexborough) (3) The Right Honourable John Raphael Wentworth Earl of Mexborough The Honourable Josephine Bertha Emily Savile Countess of Mexborough and Mexborough Estate Company Limited (Wethley Nominees) and (4) John Trevor Richardson (the Liequidator) and (5) The Honourable Charles Anthony Savile and others (Pollington's Trustees):-

SUBJECT TO such rights incidents and incumbrances as now affect the same according to their respective titles.

- 2 (21.07.1994) The land tinted pink and tinted blue on the filed plan is subject to the following rights reserved by a Deed of Gift thereof and other land dated 11 April 1988 made between (1) William Womersley (Donor) and (2) Ann Joyce Holden and Linda Elizabeth Broadhead (Beneficiaries):-

"EXCEPTING AND RESERVING unto the Donor and his successors in title and assigns and to any other person to whom he may grant or convey as necessary similar rights and so that such rights shall be incident to the ownership and occupation of the said retained premises known as Loscoe Grange and Don Pedro Cottages the right.

(b) to connect with and use the drains sewers water pipes gas pipes electric cables telephone wires and other conducting media running through in or upon the property hereby conveyd or any part thereof for the purpose of running services to and from the said retained premises or any part thereof and with the right for the purpose of running services to and from the said retained premises or any part thereof and with the right from time to time as may be necessary upon giving reasonable notice except in case of emergency to enter upon any part of the property hereby conveyed for the purpose of excavating repairing renewing and maintaining all or any of the said services the parties exercising such rights doing so expeditiously and making good any damage caused by the exercise of such rights and all such rights to be exercised in common as aforesaid"

- 3 (30.10.2000) A Deed of Covenant and Grant of Easements dated 21 September 1999 made between (1) Midland Bank Trust company Limited and (2) Sterling Capitol Developments Plc contains restrictive covenants.
- 4 (23.12.2004) Option to purchase in favour of British Overseas Bank Nominees Limited and WGTC Nominees Limited contained in a Option Agreement dated 15 November 2004 made between (1) Abbey Life Assurance Company Limited and (2) British Overseas Bank Nominees Limited and WGTC Nominees Limited upon the terms therein mentioned.

NOTE: Copy filed under AV159053

End of register