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Official copy of register of title

Title number WYK926230

Edition date 09.04.2013

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- 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 : KIRKLEES

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the west side of Chapel Hill, Huddersfield.
- 2 (07.10.2010) The mines and minerals are excepted from the land edged and numbered 2, 3, 4, 5 and 7 in blue on the title plan.
- 3 (07.10.2010) There are excluded from the land edged and numbered 1 in blue on the title plan the mines and minerals excepted by a Conveyance thereof dated 12 August 1959 made between (1) The British Transport Commission (Commission) and (2) Antonietta Srdenovic (Purchaser) in the following terms and the land is also subject to the following rights reserved thereby:-

"THERE are not included in this Conveyance:-

(1) any mines or minerals under the property or any right of support from any mines or minerals whatsoever

(2) any easement or right of light air or support or other easement or right which would restrict or interfere with the free use by the Commission or any person deriving title under them for building or any other purpose on any adjoining or neighbouring land of the Commission (whether intended to be retained or to be sold by them)

THERE is reserved to the Commission from the property:-

(1) the right at any time to erect or suffer 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 their adjoining or neighbouring land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the property and any access of light and air over the adjoining land of the Commission shall be deemed to be enjoyed by the licence or consent of the Commission and not as of right

A: Property Register continued

(2) the right of support from the property for the adjoining property of the Commission."

NOTE: The mines and minerals so excepted are excluded from this registration.

- 4 (07.10.2010) The Conveyance dated 12 August 1959 referred to above contains the following provision:-

"IT is hereby agreed and declared that nothing in this Deed shall derogate from the statutory powers of the Commission in relation to their undertaking and the Commission shall be under no liability for any damage or injury to the property or prejudice to or interference with the house or enjoyment thereof caused by the carrying on by the Commission without negligence of their undertaking on their adjoining or neighbouring land."

- 5 The land edged and numbered 8 and 9 in blue on the title plan has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 3 November 1969 referred to in the Charges Register.

- 6 (07.10.2010) There are excluded from this registration of the land edged and numbered 8 and 9 in blue on the title plan the water excepted by the Conveyance dated 3 November 1969 referred to above.

- 7 (07.10.2010) A Conveyance of the land edged and numbered 1 in brown on the title plan dated 30 December 1982 made between (1) British Waterways Board (Board) and (2) Yorkshire Water Authority (Purchaser) contains the following exceptions and reservations:-

"EXCEPT AND RESERVING :-

(i) any mines or minerals under the property or any right of support from any mines or minerals whatsoever

(ii) any easement or right of light air or support or other easement or right which would restrict or interfere with the free use by the Board or any person deriving title under them for building or any other purpose of any adjoining or neighbouring land of the Board (whether intended to be retained or to be sold by them)"

NOTE: The Mines and Minerals so excepted are excluded from the registration.

- 8 (07.10.2010) There are excluded from the registration of the land edged and numbered 2 in blue on the title plan the mines and minerals excepted by a Transfer of the land in this title dated 22 November 1989 made between (1) Council of the Borough of Kirklees (Transferor) and (2) Sellers International Limited (Transferee) in the following terms:-

"AND also Except and Reserving to the Transferor (insofar as the same have not already been reserved to the Transferor's predecessors in title) all mines minerals clay stone earths and other metallic mineral and fossil substances (subject nevertheless as to coal and coalmines to the provisions of the Coal Acts 1938 to 1943 and the Coal Industry Acts 1946 to 1951 or any statutory modification or re-enactment thereof for the time being in force amending or replacing the same and the rights powers and provisions of British Coal thereunder) in or under the said land with full and free power for the Transferor and all other persons by its authority to enter the said land by underground workings only to search for win work carry away and dispose of the said excepted mines minerals and substances in or under any adjoining or neighbouring land now or formerly of the Transferor the Transferors nevertheless making reasonable compensation to the Transferee or its successors in title to the said land or any part thereof for any physical damage which may be done in the exercise of such excepted rights"

- 9 (07.10.2010) The land edged mauve on the title plan has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 22 April 1992 referred to in the Charges Register.

A: Property Register continued

- 10 (07.10.2010) The Transfer dated 22 April 1992 referred to above contains a provision as to boundary structures.
- 11 (07.10.2010) The land tinted brown on the title plan has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of land adjoining the western boundary thereof dated 25 November 1994 made between (1) Wickes Developments Limited (Transferor) and (2) The Council of the Borough of Kirklees (Transferee):-

TOGETHER WITH the rights granted to the Transferee in common with all others entitled to the rights set out in the First Schedule EXCEPT AND RESERVING unto to Transferor in common with all others so entitled and any other person to whom it may grant the same the rights set out in the Second Schedule

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FIRST SCHEDULE

Rights Granted

- 1. The right of support for the Property from the Retained Land
- 2. Rights to enter onto the Retained Land if the Property requires repair and the Property cannot be repaired without such access

SECOND SCHEDULE

Exceptions and

Reservations for the Benefit of the Retained Land

- 1. All rights of light and other easements or rights which would prejudice the free use and enjoyment of the Retained Land for building or other purposes
- 2. The right of support for the Retained Land from the Property
- 3. Rights to enter onto the Property for the purpose of repair of the Retained Land if the Retained Land cannot be repaired without such access.

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..

TRANSFEEE'S COVENANT

- 3. The Transferee hereby covenants with the Transferor for the benefit and protection of the Retained Land to exercise the rights granted by the First Schedule doing as little damage as possible and making good all damage caused

TRANSFEROR'S COVENANT

- 4. The Transferor hereby covenants with the Transferee for the benefit and protection of the Property to exercise the rights excepted and reserved in paragraph 3 of the Second Schedule doing as little damage as possible and making good all damage caused.

- 12 (07.10.2010) The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the land in this title and other land dated 24 March 2010 made between (1) Sellers International Limited and (2) The Council of the Borough of Kirklees.

NOTE: Copy filed.

- 13 (07.10.2010) The Transfer dated 24 March 2010 referred to above contains provisions as to light or air and boundary structures and other matters and a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.
- 14 (07.10.2010) A Transfer of the land edged and numbered 3, 5 and 6 in blue on the title plan dated 24 March 2010 made between (1) The Council of the Borough Of Kirklees and (2) Strategic Sites Limited contains a provision excluding the operation of section 62 of the Law of Property

A: Property Register continued

Act 1925 as therein mentioned.

NOTE: Copy filed under WYK800660.

- 15 (17.08.2011) A Transfer of adjoining land dated 24 March 2010 made between (1) The Council of the Borough of Kirklees and (2) Sellers International Limited contains provisions as to light or air.

NOTE: Copy filed under WYK929106.

- 16 (04.10.2011) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered WYK940291 in green on the title plan dated 24 March 2010 made between (1) The Council of the Borough of Kirklees and (2) British Waterways Board.

NOTE: Copy filed under WYK940291.

- 17 (13.10.2011) 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.

- 18 (13.10.2011) The Transfer dated 24 March 2010 referred to above contains a provision as to boundary structures.

- 19 (12.04.2012) By a Deed dated 30 March 2012 made between (1) Sellers International Limited and (2) The Council of the Borough of Kirklees the rights in respect of the Surface Water Drain contained in the Transfer dated 24 March 2010 made between (1) Sellers International Limited and (2) The Council of the Borough of Kirklees referred to above was expressed to be varied but the validity of the variation has not been determined.

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 (07.10.2010) PROPRIETOR: THE COUNCIL OF THE BOROUGH OF KIRKLEES care of Legal Services, Civic Centre, PO Box 1274, Huddersfield HD1 2WZ.
- 2 (07.10.2010) RESTRICTION: No disposition of the registered estate (other than a charge) 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 certificate signed by a conveyancer that the provisions of clauses 4.1.6 and 4.1.7 of a Transfer dated 24 March 2010 referred to in the Property Register have been complied with.
- 3 (04.10.2011) 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 certificate signed by the proprietor for the time being of the estate registered under title number WYK940291 that the provisions of clause 6.4 of a Transfer dated 24 March 2010 made between (1) The Council of the Borough of Kirklees and (2) British Waterways Board have been complied with.
- 4 (06.03.2013) RESTRICTION: No disposition of the part of the registered estate shown crossed hatched in brown on the title plan (other than a charge) 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 Department for Business Innovation and Skills of PMO Yorkshire and Humber, Alexandra House, Lawnswood Business Park, Leeds LS16 6QY or its conveyancer.

C: Charges Register

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

- 1 (07.10.2010) The land edged and numbered 4 in blue on the title plan is subject to such restrictive covenants as may have been imposed thereon before 4 August 2008 and are still subsisting and capable of being enforced.
- 2 (07.10.2010) The land edged and numbered 3, 5 and 7 in blue on the title plan is subject to rights of drainage and rights in respect of the supply of water, gas, electricity and other services.
- 3 An Agreement affecting the land edged and numbered 8 and 9 in blue on the title plan dated 19 March 1912 made between (1) The London And North Western Railway Company and (2) The Mayor Aldermen and Burgesses of the Borough of Huddersfield relates to gas mains lamps posts and connections.
- 4 An Agreement affecting the land edged and numbered 8 and 9 in blue on the title plan dated 2 May 1946 made between (1) The London Midland And Scottish Railway Company and (2) The Mayor Aldermen and Burgesses Of The County Borough of Huddersfield relates to an electric power cable and controlling pilot cable.

NOTE: Copy filed under YWE7847.

- 5 An Agreement affecting the land edged and numbered 8 and 9 in blue on the title plan dated 10 June 1959 made between (1) The British Transport Commission and (2) Sellers And Company (Huddersfield) Limited relates to a fence wall and rights of way on foot.

NOTE: Copy filed under YWE7847.

- 6 A Conveyance of the land edged and numbered 8 and 9 in blue on the title plan and other land dated 3 November 1969 made between (1) The British Waterways Board and (2) Sellers And Company (Huddersfield) Limited contains restrictive covenants.

NOTE: Copy filed under YWE7847.

- 7 (07.10.2010) The land tinted brown on the title plan is subject to the following rights reserved by a Conveyance thereof dated 9 February 1970 made between (1) The British Waterways Board (Board) and (2) Harold H. Haigh & Sons Limited:-

"EXCEPTING AND RESERVING unto the Board and their successors in title:-

(i) Full and free ownership and management of the water flowing in the Canal in the Transfer Length whether that Canal be and remain in open channel or whether that Canal or any part thereof be subsequently piped

(ii) Perpetual right for the full and free flow of the passage of water along through and over the Transfer Length whether in open cut or through pipes

(iii) Perpetual easement and right to use and from time to time to make any connections which may be required for the purposes of any supply and return of water whether to the open channel of the said pipes

(iv) The right for the Board and their agents servants contractors and workmen to enter upon the land comprised in the Transfer Length for the purposes of exercising the rights excepted and reserved as aforesaid or any of them

(v) The right for the water of the Canal to flow over flood seep through and erode the said property or any part thereof whenever the walls or banks fronting the Canal are not in such condition as to prevent such flow flooding seeping or erosion."

- 8 (07.10.2010) The land edged and numbered 2 in brown on the title plan is subject to the rights granted by a Deed of Exchange dated 21 July 1971 made between (1) The Mayor Aldermen and Burgesses of the County Borough of Huddersfield and (2) The Yorkshire Electricity Board.

NOTE: No copy of the Deed of Exchange is held by Land Registry.

C: Charges Register continued

- 9 (07.10.2010) A Transfer of the land edged mauve on the title plan dated 30 March 1992 made between (1) Yorkshire Water Services (YWS) and (2) YW Enterprises Limited (YWE) contains the following covenants:-

"YWE hereby covenants with the YWS to observe and perform the restrictions and stipulations set out in the Second Schedule hereto

THE SECOND SCHEDULE

1. To maintain and keep in repair at its own expense the boundary walls fences or hedges marked with a "T" inwards on the plan annexed and to pay a fair proportion of the expense of maintaining and keeping in repair the other boundary walls fences or hedges of the Property which are not so marked and which shall be party walls or fences

2. To cleanse and keep in good repair to the satisfaction of the YWS the drains and private sewers serving the Property paying a fair proportion in common with other users of the expense of so doing

3. Not to do or permit to be done on the Property anything which does or may pollute any water supply whether public or private or any watercourse reservoir pond spring well borehole or adit

4 (a) Within the restricted strip no building or erection or structure (saveforth the building now standing on the Property and fence walls) shall be erected and no tree shall be planted

(b) The level of the surface of the restricted strip shall not be materially lowered so as to reduce the cover of soil and other material above the main

(c) Within the restricted strip no stack or foldyard or ornamental garden or other works or development shall be constructed or carried out nor shall the surface be raised in such a way as to render the operation of gaining access to the apparatus or of reinstating the Property thereafter materially more difficult or lengthy

(d) Nothing shall be done caused or permitted within the restricted strip which may damage the apparatus or pollute the water in the main

Provided that nothing in this clause shall prevent YWE from installing in the Property any necessary service pipes drains wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of YWS."

NOTE 1: The restricted strip is the strip of land 6 metres wide edged and numbered 1 in brown on the title plan.

NOTE 2: Copy plan filed under WYK277851.

- 10 (07.10.2010) A Transfer of the land edged mauve on the title plan dated 22 April 1992 made between (1) Y W Enterprises Limited (Transferor) and (2) The Council of The Borough of Kirklees (Council) contains restrictive covenants.

NOTE: Copy filed under WYK277851.

- 11 (08.04.2010) UNILATERAL NOTICE affecting the land hatched blue on the title plan in respect of an Agreement for Development and Lease dated 24 March 2010 made between (1) Strategic Sites Limited, (2) Kirklees College and (3) The Council of the Borough of Kirklees.
- 12 (08.04.2010) BENEFICIARY: KIRKLEES COLLEGE of 37 New North Road, Huddersfield HD1 5NN.
- 13 (29.07.2011) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

Schedule of notices of leases

Title number WYK926230

1 29.07.2011 Kirklees College
Edged yellow

25.03.2010 WYK937941
999 years from
& including
25/03/2010

End of register