



Official copy of register of title

Title number SYK378237

Edition date 28.08.2009

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- Issued on 20 Apr 2010.
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- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry, Nottingham Office.

A: Property Register

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

SOUTH YORKSHIRE : BARNSELY

- 1 (13.01.1997) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the South side of Lidgett Lane, Tankersley, Barnsley.
- 2 (13.01.1997) The mines and minerals are excepted.
- 3 (13.01.1997) The Transfer dated 29 November 1996 referred to above contains the following provision:-

"6. It is hereby agreed and declared as follows:-

 - 6.1 the Purchaser shall not by virtue of this Transfer acquire any right of light or air which would prejudice the free use and enjoyment of any adjoining or neighbouring land now or formerly belonging to British Coal for building or for any other purpose
 - 6.2 except to the extent that specific provision may be made to the contrary this Transfer does not include the benefit of any covenant or any easement (or right) of way drainage light air or other easement or right and the Law of Property Act 1925 Section 62 shall not apply to this Transfer
 - 6.3 where two or more persons are included in the expression "the Purchaser" covenants to be made with such party shall be deemed
 - 6.4 to be made by or with such individuals jointly and severally the perpetuity period applicable under the rule against perpetuities in relation to any provision in this Transfer to which the rule applies shall be of a duration equal to eighty years from the date hereof."
- 4 (27.06.2003) The land edged and numbered in green on the title plan has

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A: Property Register continued

been removed from this title and registered under the title number or numbers shown in green on the said plan. The property description has been altered to reflect the land remaining in the title.

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 (13.01.1997) PROPRIETOR: JAGUAR ESTATES LIMITED (Co. Regn. No. 2190562) of 12 Victoria Road, Barnsley, S Yorkshire and WORTLEY CONSTRUCTION LIMITED (Co. Regn. No. 1048904) of Fall Bank Lodge, Fall Bank Industrial Estate, Dodworth, Barnsley, S Yorkshire.
- 2 (13.01.1997) RESTRICTION: Except under an order of the registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor of the Charge dated 29 November 1996 in favour of Clydesdale Bank PLC referred to in the Charges Register.
- 3 (13.01.1997) RESTRICTION: Except under an order of the registrar no disposition by the proprietor of the land or made in exercise of the power of sale in any Charge subsequent to that dated 29 November 1996 in favour of British Coal Corporation referred to in the Charges Register is to be registered without the consent of the proprietor for the time being of the said Charge.

C: Charges Register

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

- 1 (13.01.1997) A Conveyance of the land in this title and other land dated 29 December 1921 made between (1) The Right Honourable Francis John Earl of Wharnccliffe (2) The Right Honourable Charles Beilby Baron Stuart of Wortley and George Chivers Bower (3) The Right Honourable Susan Charlotte Dowager Countess of Wharnccliffe and (4) The Wharnccliffe Silkstone Colliery Limited contains reservations but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 2 (13.01.1997) A Transfer of the land in this title and other land dated 29 November 1996 made between (1) British Coal Corporation (British Coal) (2) Jaguar Estates Limited and Wortley Construction Limited (Purchaser) and (3) The Coal Authority (Authority) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (13.01.1997) The land is subject to the following rights contained in the Transfer dated 29 November 1996 referred to above:-

"EXCEPT AND RESERVING to British Coal the matters set out in the Second Schedule to this Transfer SUBJECT to (and in respect of Paragraphs 4 and 6 thereof with the benefit of) the matters set out in the Third Schedule to this Transfer

2. The Purchaser hereby grants to the Authority the easements rights and privileges set out in the Fourth Schedule to this Transfer

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THE SECOND SCHEDULE Exceptions and Reservations

1. All interests of British Coal in any unworked beds seams or deposits of minerals in or under the Property

C: Charges Register continued

2. All such quasi-easements rights of way or other rights in the nature of easements as are now or usually enjoyed by the adjoining or neighbouring land now or formerly belonging to British Coal over through or from all or any part of the Property

THE THIRD SCHEDULE Subjections

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2. All outgoing rights of way drainage watercourses light wayleaves and other easements rights and powers and quasi or reputed easements rights and powers public or private statutory rights of adjoining owners (if any) affecting the Property or any part thereof

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4. The matters contained or referred to in a relevant Restructuring Scheme to the extent that they relate to or affect the Property or any part thereof

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6. The rights easements covenants and obligations contained in the Underground Rights Deed so far as they affect the Property or any part thereof

THE FOURTH SCHEDULE

Rights Granted to the Authority

1. The Purchaser hereby grants to the Authority for the benefit of the Shafts:-

- 1.1 the right at all reasonable times and on reasonable times and on reasonable prior notice (except in an emergency) to enter upon the Property in order to gain access to the Shafts for the purposes of complying with any statutory requirements in relation to a Mine and

- 1.2 the right to inspect maintain repair cap or fill such Shafts

PROVIDED ALWAYS the exercise of such rights shall be subject to the provisions of Paragraph 2 of this Schedule

2. If the Authority exercises such rights and carries out any work:-

- 2.1 the Authority shall forthwith make good any damage caused to the Property and where appropriate pay reasonable compensation to the Purchaser in respect of loss or damage caused to crops on the Property

- 2.2 in exercising such rights the Authority shall cause as little disruption to the Purchaser's use of the Property as is reasonably practicable."

- 4 (13.01.1997) REGISTERED CHARGE dated 29 November 1996 affecting also other titles to secure the moneys including the further advances therein mentioned.

NOTE 1: Original charge issued in a separate cover and should be lodged at the Land Registry on any dealing with the charge.

NOTE 2: Copy filed under SYK314440.

C: Charges Register continued

- 5 (05.04.2005) Proprietor: CLYDESDALE BANK PLC (Scot. Co. Regn. No. SC11111) of Yorkshire Bank, 20 Merrion Way, Leeds LS2 8NZ and of Portfolio Manager, Yorkshire Bank, First Floor, Brunswick Point, Leeds LS2 8NQ and of The Company Secretary, Clydesdale Bank PLC, 30 St. Vincent Place, Glasgow G1 2HL, trading as Yorkshire Bank.
- 6 (13.01.1997) REGISTERED CHARGE dated 29 November 1996 affecting also other titles to secure the moneys therein mentioned.
- NOTE 1: Original charge issued in a separate cover and should be lodged at the Land Registry on any dealing with the charge.
- NOTE 2: Copy filed under SYK314440.
- 7 (13.01.1997) Proprietor: BRITISH COAL CORPORATION of Eastwood Hall, Mansfield Road, Eastwood, Notts NG16 3EB.
- 8 (17.12.1997) Option to purchase the land tinted pink on the filed plan dated 21 November 1997 in favour of Ben Bailey Homes Limited.
- NOTE: Copy Filed.

Schedule of restrictive covenants

- 1 (13.01.1997) The following are details of the covenants contained in the Transfer dated 29 November 1996 referred to in the Charges Register:-
- "3. The Purchaser to the intent and so as to bind (so far as practicable) the Property and any part or parts thereof into whosoever hands the same may come and to benefit and protect any mines and minerals in which the Authority has any interest and which provide subjacent or lateral support for the Property or any part or parts thereof hereby covenants with the Authority
- 3.1 that no building structure or works shall at any time hereafter be erected constructed placed or laid on or in the Property or any part or parts thereof and no renewal or enlargement of or alteration to any building structure or works for the time being on or in the Property shall at any time be carried out unless the design or layout of such building structure or works or any renewal or enlargement thereof or any alteration or addition thereto and the method of erecting constructing placing laying renewing enlarging altering or adding to such building structure or works employ the best available techniques and materials not entailing excessive cost for minimising damage caused by subsidence (insofar as the risk of subsidence can be reasonably foreseen)
- 3.2 not to prevent inhibit or obstruct the entrance to the Shafts
- 3.3 not to do cause or permit anything to be done in or on the Property which would cause damage or injury to the Shafts
- 3.4 not to prevent inhibit or obstruct the rights granted to the Authority under Clause 2 and the Fourth Schedule of this Transfer
4. The Purchaser to the intent and so as to bind the Property and any part or parts thereof into whosoever hands the same may come hereby covenants with British Coal on behalf of itself and its successors in title that the Purchaser will at all times hereafter perform and observe the restrictions and stipulations set out in the Fifth Schedule to this Transfer

Schedule of restrictive covenants continued

1. To comply with the covenants conditions and obligations contained or referred to in a relevant Restructuring Scheme insofar as they relate to or affect the Property and to indemnify British Coal against any costs charges expenses claims demands or proceedings arising out any breach or non-performance by the Purchaser of any of the said covenants conditions and obligations
2. At the expense of the Purchaser hereafter to maintain in good repair all existing fences and boundary structures together with any necessary access gates and fittings along the boundaries of the Property for which British Coal has any liability to maintain

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In this Transfer unless the context otherwise requires the following expressions have the following meanings respectively that is to say:-

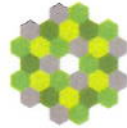
"Mine"	has the meaning provided in Section 180 of the Mines and Quarries Act 1954 (or any statutory re-enactment or amendment thereof)
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"Scheme"	means any Restructuring Scheme which
has	been made by the Secretary of State for Trade and Industry pursuant to his
powers	under Section 12 (2) of the Coal
Industry	Act 1994 with the consent of the
Treasury	pursuant to Section 12 (3) of the said
	Act for the transfer of property rights and liabilities by the Vendor as
therein	referred to and "a relevant
Restructuring	Scheme" shall be any Restructuring
Scheme	which relates to or affects the
Property	
"Shafts"	means all shafts adits drifts and
outlets	to or from any Mine owned by the
	Authority in or under or adjoining the
	Property at the date hereof
"Underground Rights Deed"	means any Deed of Grant entered into
	pursuant to a relevant Restructuring
Transfer	Scheme prior to the date of this
	by British Coal in respect of rights
insofar	relating to underground conduits
	as they relate to or affect the
	Property."

NOTE: No further particulars of any Underground Rights Deed referred to were supplied on first registration.

End of register



Land Registry
Official copy of
title plan

Title number **SYK378237**
Ordnance Survey map reference **SE3300SE**
Scale **1:2500**
Administrative area **SOUTH YORKSHIRE :**
BARNSELEY

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