

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 9 APR 2020 AT 16:20:42. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, NOTTINGHAM OFFICE.

TITLE NUMBER: WYK305733

There is no application or official search pending against this title.

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 lying to the South East of Abbey Road South, Shepley, Huddersfield.
- 2 The land tinted pink on the filed plan has the benefit of the following rights granted by a Conveyance thereof and other land dated 31 December 1925 made between (1) Maude Hartley and others (Vendors) and (2) Edgar Dickinson (Purchaser):-

"TOGETHER with the following rights namely:-

.....
..

All rights of road and way water rights and other easements and appurtenances to the said hereditaments belonging."

- 3 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of adjoining land dated 30 November 1983 made between (1) Nether End Farms (Denby Dale) Limited and (2) John Martin Moorhouse Dey and Jessie Day:-

"TOGETHER WITH the right to pass and repass at all times and for all purposes and with or without vehicles over and along the piece of land 80 feet in length and 10 feet in width shown coloured brown on the said plan AND TOGETHER ALSO WITH the right at all times and for all purposes but on foot only to pass and repass over and along the footpath 4 feet in width shown coloured blue on the said plan but RESERVING unto the Transferor and the Transferor's successors in title to the land edged purple on the said plan to all rights of land drainage at present exercised through the land hereby transferred."

NOTE: Copy filed under WYK307449.

- 4 The Transfer dated 30 November 1983 referred to above contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that this Transfer does not include any easement of way drainage light air or other easement or right which would or might interfere with or restrict the free use of the residue of the land comprised in the Title before mentioned for building or any other purpose whatsoever."
- 5 The Transfer dated 30 November 1983 referred to in the Charges Register contains the following provision:-

"THIS transfer does not include any easement of way drainage light air or other easement or right which would or might interfere with or restrict the free use of the residue of the land comprised in the titles above mentioned for building or any other purpose whatsoever."
- 6 By a Deed dated 3 February 1988 made between (1) Steven Anthony Smith

A: Property Register continued

(2) John Martin Moorhouse Day and Jessie Margaret Daphne Day and (3) Barclays Bank Plc the rights granted by the Transfer dated 30 November 1983 referred to above were released. The said Deed also grants rights and this registration takes effect subject thereto.

NOTE: Original filed.

- 7 The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

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 (27.01.1984) PROPRIETOR: STEVEN ANTONY SMITH of Field Cottage, Birdsedge, Huddersfield.

C: Charges Register

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

- 1 A Transfer of the land in this title dated 30 November 1983 made between (1) Nether End Farms (Denby Dale) Limited and (2) Steven Antony Smith contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (27.01.1984) REGISTERED CHARGE dated 30 November 1983 to secure the moneys including the further advances therein mentioned.
- 3 (16.04.2018) Proprietor: BARCLAYS SECURITY TRUSTEE LIMITED (Co. Regn. No. 10825314) of P.O. Box 16276, One Snowhill, Snowhill Queensway, Birmingham B2 2XE.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 30 November 1983 referred to in the Charges Register:-

"The Transferees hereby covenants with the Transferor so as to benefit the remainder of the land comprised in the titles above mentioned and so as to bind the land hereby transferred into whosoever hands the same may come but not so as to render the Transferee personally liable in damages for any breach of a restrictive covenant after he shall have parted with all interest in the land hereby transferred as follows:-

Not to do or suffer to be done on the land hereby transferred anything which might be or grow to be a nuisance or annoyance to the Transferor or its successors in title

(b) The Transferee to the intent and so as to bind (so far as practicable) the land hereby transferred into whosoever hands the same may come and to benefit and protect the land retained by the Transferor and edged in blue on the said plan ("the blue land") hereby covenants with the Transferor that the Transferee or the persons deriving title under him will within six months of being called upon by the Transferor or the owner for the time being of the blue land construct a stockproof boundary fence along the easterly boundary of the land hereby transferred between the points marked "A" and "B" such costs to be shared equally between the owners for the time being of the blue land and the land hereby transferred but so that neither the Transferee nor the persons deriving title under him shall be liable for any breach of

Title number WYK305733

Schedule of restrictive covenants continued

this covenant after he or they shall have parted with all interest therein."

NOTE: Copy plan filed.

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 9 APR 2020 AT 16:24:14. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, NOTTINGHAM OFFICE.

TITLE NUMBER: WYK307449

There is no application or official search pending against this title.

A: Property Register

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

WEST YORKSHIRE : KIRKLEES

- 1 (20.02.1984) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the South west of The Knowle, Kirkburton.
- 2 The land tinted pink on the filed plan has the benefit of the following rights granted by a Conveyance thereof and other land dated 31 December 1925 made between (1) Maude Hartley and others (Vendors) and (2) Edgar Dickinson (Purchaser):-

"TOGETHER with the following rights namely:-

All rights of road and way water rights and other easements and appurtenances to the said hereditaments belonging."
- 3 The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Transfer dated 30 November 1983 referred to in the Charges Register:-

"TOGETHER WITH the right to pass and repass at all times and for all purposes and with or without vehicles over and along the piece of land 80 feet in length and 10 feet in width shown coloured brown on the said plan AND TOGETHER ALSO WITH the right at all times and for all purposes but on foot only to pass and repass over and along the footpath 4 feet in width shown coloured blue on the said plan but RESERVING unto the Transferor and the Transferor's successors in title to the land edged purple on the said plan to all rights of land drainage at present exercised through the land hereby transferred."

NOTE: Copy Transfer plan in Certificate. Copy plan filed.
- 4 The Transfer dated 30 November 1983 referred to above contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that this Transfer does not include any easement of way drainage light air or other easement or right which would or might interfere with or restrict the free use of the residue of the land comprised in the Title before mentioned for building or any other purpose whatsoever."
- 5 The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 6 By a Deed dated 3 February 1988 made between (1) Steven Antony Smith (2) John Martin Moorhouse Dey and Jessie Dey and (3) Barclays Bank Plc the rights granted by the Transfer dated 30 November 1983 referred to above were released. The land has the benefit of the rights granted by the said Deed.

NOTE: Copy in Certificate. Original filed under WYK305733.

Title number WYK307449

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 (26.10.1988) Proprietor: STEVEN ANTONY SMITH of 9 Cliffe Side, Shepley, Huddersfield, W Yorkshire.

C: Charges Register

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

- 1 A Transfer of the land in this title dated 30 November 1983 made between (1) Nether End Farms (Denby Dale) Limited and (2) John Martin Moorhouse Dey and Jessie Dey contains the following covenants:-

"The Transferees hereby jointly and severally covenant with the Transferor for the benefit of the residue of the land comprised in the said title and intended to bind the land hereby transferred and every part thereof into whosoever hands the same may come that the Transferees and the Transferees' successors in title will observe the stipulations following namely:-

(i) to maintain to stock proof standard the wall or fence between the points marked A and B on the said plan along the south westerly boundary of the land hereby transferred if and when constructed as hereinafter mentioned

(ii) not to do or suffer to be done on the property hereby transferred anything which might be or grow to be a nuisance or annoyance to the Transferor or the Transferor's successors in title to the residue of the land comprised in the titles aforementioned

(iii) not at any time hereafter to object to occasional damage to the surface of the said land coloured blue on the said plan by reason of agricultural operations conducted on the land edged purple on the said plan

(iv) not to allow any dog in the ownership of the Transferees or the Transferor's successors in title as aforesaid to run free of leash on the land coloured blue or the land coloured brown on the said plan

The Transferor (for itself and its successors in title of the said land edged in purple on the said plan) hereby covenants with the Transferees and their successors in title within six months of being called upon by the Transferees or their successors in title to erect and thereafter forever maintain a stockproof fence between the said points marked A and B the westerly boundary of the land transferred Subject to the Transferees or their successors in title paying one half of the cost of the erection of the said fence."

NOTE: Copy Transfer plan in Certificate. Copy plan filed.

End of register