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

TITLE NUMBER: WYK216505

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 (04.12.1980) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being three parcels of land at Deighton and Dalton, comprising land on the East side of Dalton Bank Road, 213 to 223 (odd) Rawthorpe lane, and Dalton Grange, 35 37, 47/49 and 51 to 65 (odd) Bradley Mills Road, 5 to 15 (odd) Nettleton Road and land and buildings on the South-East side of Leeds Road, Huddersfield.

NOTE: The part tinted green on the filed plan is not included in the title.

- 2 The land has the benefit of the following right reserved out of the Conveyance dated 8 October 1895 referred to in the Charges Register and the land is subject to the following rights granted by the said Conveyance except in so far as the same are expressed to be varied by the two Agreements dated 24 December 1934 and 29 September 1942 hereunder mentioned:-

Together with full right and liberty for the said Alfred Ernest Learoyd and Frank Learoyd their heirs and assigns owners or owner for the time being of the said plot of land hereby conveyed and their and his lessees tenants visitors and servants in common with the said Edward Brooke his heirs and assigns and all others to whom he or they may grant rights thereover at all times after the same shall be made for all purposes to pass and to repass to and from Leeds Road aforesaid with or without horses cattle and other animals carts waggons and carriages in along and over the streets hereinafter covenanted to be made solely by the said Edward Brooke his heirs and assigns and in along and over that portion of the street hereinafter covenanted to be made jointly by the said Edward Brooke his heirs and assigns and the said Alfred Ernest Learoyd and Frank Learoyd their heirs and assigns as is coloured brown on the said plan and also the right of using the said intended streets when made for the purpose of enabling them to paint the wood and iron work and cleaning the windows of any buildings adjoining the same and of painting such buildings with lime And also the right to put out lights door ways and openings into the intended new streets shewn on the said plan Reserving nevertheless unto the said Edward Brooke his heirs and assigns the right to build and construct all necessary works including pillars and supports in the bed of the said River Colne in connection with the building in such manner in all respects as (he or they may think fit and afterwards of maintaining and keeping in proper repair a Bridge over the said River from the point marked "B" on the said plan in the direction shewn by the lines on the said plan or in any direction higher up the stream as he or they shall think fit without any leave or license from or interference by the said Alfred Ernest Learoyd and Frank Learoyd their heirs or assigns.

NOTE: Copy plan filed.

- 3 An Agreement dated 24 December 1934 made between (1) British dyestuffs Corporation Limited and (2) Huddersfield Fine Worsteds Limited relates to the erection of gates and fences and the variation of rights of way

A: Property Register continued

upon the terms therein mentioned.

NOTE: Copy filed.

- 4 An Agreement dated 29 September 1942 made between (1) I.C.I. (Dyestuffs) Limited and (2) Huddersfield Fine Worsteds Limited relates to the erection of staircases and fences and the variation of rights of way upon the terms therein mentioned.

NOTE: Copy filed.

- 5 A Conveyance of adjoining land dated 20 May 1948 made between (1) The Imperial Chemical Industries Limited (Vendors) and (2) The Mayor Aldermen and Burgesses of the County Borough of Huddersfield contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED by and between the parties hereto that the wall on the north-easterly boundary of the land hereby conveyed is and shall remain the property of the Vendors."

NOTE: The wall referred to lies between the points lettered C-D in blue on the filed plan.

- 6 The Conveyance dated 17 November 1970 referred to in the Charges Register contains the following reservations and declaration:-

"EXCEPTING AND RESERVING unto the Board and its successors in title as contained in the First Schedule hereto

THE FIRST SCHEDULE before referred

(1) The site and structure of Bridge Number 4 shown on the said plan including the abutments wing walls foundations and footings of the said Bridge

(2) The right to enter on the said property for the purpose of inspecting and if necessary in the opinion of the Board for repairing and maintaining any accommodation works and fences hereinafter mentioned

(3) The right of support from the property for the adjoining property of the Board

(4) The right to have maintain repair cleanse use reconstruct alter and remove any drains pipes wires cables and works on over or under the said property now used for the benefit of the adjoining property of the Board

(5) Full right and liberty for the Board and its successors in title with or without workmen at all reasonable times to enter upon the said property for the purpose of exercising the right reserved by the preceding sub-clause

(6) Full right and liberty for the Board and its successors in title with or without workmen at all reasonable times to enter upon the property for the purpose of removing the sidings on the said property

(7) The right of support from the property for the said Bridge Number 4 and the approaches thereto and for any embankments which may hereafter be formed on the land coloured blue hatched red on the said plan as hereinafter mentioned.

(8) Full right and liberty with or without workmen and any necessary appliances at any time to enter upon such parts of the said property as may be necessary for the purpose of gaining access to the land within the Arch of the said Bridge and of inspecting maintaining or renewing the said Bridge and the abutments wing walls foundations footings and drainage works thereof

(9) Full right and liberty with or without workmen and any necessary appliances at any time to enter upon the property for the purpose of maintaining the embankments forming parts thereof and supporting the adjoining public road

A: Property Register continued

(10) Full right and liberty with or without workmen and any necessary appliances at any time to enter upon the said property for the purpose of removing or demolishing the said Bridge or filling in the space within the Arch thereof and of forming and at all times thereafter of maintaining on the said land coloured blue hatched red on the said plan such embankments as may be required to provide adequate support for the public road now carried by the said Bridge

The Board making good any damage occasioned to the said property by the exercise of the rights of entry reserved by Sub-Clauses (5) and (6) hereof.

IT IS HEREBY DECLARED that there is not included in this Conveyance

(1) Any mines and minerals under the said 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 Board or any person deriving title under it 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 it)

(3) The sidings on the said property

(4) The post and rail fence between the points marked X - Y on the said plan or the site thereof."

This registration takes effect subject thereto and the mines and minerals so excepted are excluded from the registration.

NOTE: Copy plan filed.

- 7 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.
- 8 (22.11.1999) The blue edging numbered 17, 18, 19 and 20 on the title plan is no longer of any significance and should be ignored since the entries in the register which gave rise to this reference has been cancelled.
- 9 (13.11.2009) The blue edging numbered 23 in blue on the title plan is no longer of any significance and should be ignored since the entry in the register which gave rise to this reference has been cancelled.
- 10 (09.02.2010) The blue edging numbered 25 on the title plan is no longer of any significance and should be ignored since the entry in the register which gave rise to this reference has been cancelled.

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 (18.02.1993) PROPRIETOR: SYNGENTA LIMITED (Co. Regn. No. 2710846) of 15 Stanhope Gate, London W17 6LN.
- 2 The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

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

- 1 A Conveyance of adjoining land dated 8 October 1895 made between (1) Edward Brooke and (2) Alfred Ernest Learoyd and Frank Learoyd contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 The land is subject to the following rights granted by a Deed dated 13 February 1897 made between (1) Joshua Whiteley and (2) The Mayor Aldermen and Burgesses of The County Borough of Huddersfield (Corporation):-

The said Joshua Whiteley thereby grants and as beneficial owner conveys unto the Corporation their successors and assigns the easement of the dimensions shewn upon the plan hereunto annexed and right in perpetuity following that is to say:-

1. Of constructing laying maintaining renewing inspecting cleansing and using in and under the lands and hereditaments specified in the First Schedule hereto and more particularly delineated and described on the said plan and therein coloured pink the main intercepting sewer of the Corporation as the same now exists in the line or course shewn on the said plan with such works as may be necessary and convenient in connection therewith or subsidiary thereto.

2. Of free ingress egress progress and regress to upon and from the said lands and hereditaments with or without any means of conveyance at all times as well after the completion as during the execution of works for the purpose of exercising the easement and right before described and for all purposes incident thereto.....Provided that in the exercise of the said easement and right the Corporation shall be subject to the following restrictions No part of the said lands and hereditaments shall be subject to any fencing off or severance by the Corporation from adjoining land except such temporary fencing off or severance as may be necessary or convenient during the execution of works Where any part of the said lands and hereditaments shall be opened or broken up by the Corporation they shall lay aside the productive soil and afterwards replace the same uppermost on the land from which such soil shall have been taken and shall restore the surface (including fences thereon and drains therein) as nearly as practicable to its original level and condition and unless otherwise agreed upon remove the surplus subsoil (if any) from the said lands and hereditaments The Corporation shall from time to time make compensation to the occupier of the said lands and hereditaments for the time being for all damage done to the crops growing therein in the exercise of the said easements and rights.

NOTE: Copy plan filed.

- 3 The land is subject to the following rights granted by a Deed dated 19 April 1904 made between (1) John Richard Ewart and (2) Bentleys Yorkshire Breweries Limited (Company):-

"All that the full and free right and liberty for the Company its successors and assigns to construct maintain and use a drain One hundred and seventy feet long or thereabouts under and along the lands of the said John Richard Ewart shewn upon the Plan annexed hereto and in the position indicated by a blue line thereon Together with a right to enter upon the said lands for the purpose of constructing renewing repairing cleansing and maintaining the said drain Excepting and reserving unto the said John Richard Ewart his heirs and assigns the right of connecting with the said drain any drain which may hereafter be constructed by him in or under his said lands And it is hereby agreed that until such time as any drain shall be connected by the said John Richard Ewart his heirs or assigns with the drain of the Company the cost of repairing cleansing and maintaining such last mentioned drain shall be wholly borne by the Company but that from and after any connection as aforesaid shall have been made such cost shall be borne by the Company and the said John Richard Ewart his heirs or assigns in equal shares."

NOTE: Copy plan filed.

C: Charges Register continued

- 4 The land is subject to the following rights reserved by a Conveyance dated 28 December 1905 made between (1) Samuel Shaw Whiteley and John Collier North (Vendors) (2) Sir John William Ramsden and (3) The Right Honourable Josslyn Francis Pennington Baron Muncaster:-

"Except and reserving unto the Vendors their heirs and assigns the owner or owners of the plot of land coloured green on the said plan full right and liberty with or without horses cattle carts and carriages to pass and repass over and along the roadway leading into Long Lane on the North East side of the said plot of land between the points A and B shewn upon the said plan."

NOTE: The land coloured green referred to is edged brown on the filed plan and the points A and B referred to have been reproduced thereon.

- 5 A Conveyance of the land tinted brown and hatched blue on the filed plan and other land dated 8 December 1915 made between (1) Charles Henry Moxon (Vendor) and (2) British Dyes Limited (Company) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 6 A Conveyance of the land tinted pink, edged mauve and hatched yellow on the filed plan and other land dated 13 January 1916 made between (1) The Leeds Fireclay Company Limited (Vendor Company) and (2) British Dyes Limited (Purchasing Company) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 7 The land edged yellow on the filed plan is subject to the following rights granted by a Conveyance dated 24 March 1916 made between (1) Sir John Frecheville Ramsden (Vendor) (2) Sir William Capel Slaughter and (3) British Dyes Limited (Company):-

"The right of the Vendor his heirs and assigns and the lessees and tenants of the houses adjoining the property affected.....to have free and uninterrupted drainage through and by the drains and pipes now running through and under the property affected.

By an Agreement under seal dated 26 October 1933 made between (1) British Dyestuffs Corporation Limited (Company) and (2) The Mayor Aldermen and Burgesses of the County Borough of Huddersfield (Corporation) the said rights were modified in the following terms:-

"It is hereby mutually agreed by and between the parties hereto that the rights of drainage referred to in the said Conveyance of the Twenty-fourth day of March One thousand nine hundred and sixteen affecting the plot of land edged pink on the said plan shall not be affected by these presents or any order made under section 56 of the Huddersfield Improvement Act 1871 but shall remain as if these presents or any such order had not been executed And the Company shall permit the Corporation to enter their premises at all reasonable times for the purpose of carrying out such works of inspection maintenance alteration or reconstruction to the drains and pipes referred to in the said Conveyance The Corporation doing as little damage as possible in the execution of such works and making good the surface of the land disturbed to its former state and condition."

NOTE: Copy plan filed.

- 8 The land tinted blue on the filed plan is subject to the following rights granted by the Conveyance dated 24 March 1916 referred to above:-

"The right of the Vendor his heirs lessees tenants and assigns to an uninterrupted flow of water through the property affected to Woodhouse Mills to the intent that the same may be supplied with water in the same manner in all respects as at the date of the above written Indenture and to inspect cleanse and maintain the property affected and the hatch and weir in the River without prejudice to the powers mentioned in Part VI of the said First Schedule and so that if the pipe therein mentioned shall be constructed pursuant to such powers the Vendor his heirs and assigns and any person by him or them authorised shall have the right to enter on the lands adjoining the property affected (which lands are now vested in the Company) with or without horses and carts for the purpose of examining cleansing and repairing

C: Charges Register continued

the said pipe."

NOTE: The following are particulars of the powers referred to:-

"TOGETHER ALSO with power for the Company (above-defined) and its assigns at any time before the expiration of twenty-one years from the death of the last survivor of the issue now living of His late Majesty King Edward the Seventh to cover in the said Goit or any part thereof provided that a glazed pipe of two feet in diameter is at the same time laid at the expense of the Company or its assigns for the purpose of conducting the water from the said river to the said Woodhouse Mills such pipe to be constructed and connected in all respects under the direction and to the satisfaction of the agent for the time being of the Vendor and with such manholes for examining repairing and cleansing the said pipe as may be requisite."

- 9 The land hatched yellow on the filed plan is subject to the following rights granted by a Conveyance dated 5 September 1918 made between (1) Sir John Frecheville Ramsden (Vendor) (2) William May and (3) British Dyes Limited (Company):-

"To the use that the Vendor his heirs lessees tenants and assigns (by way of exception reservation or regrant out of the assurance hereby made) may have the right to an uninterrupted flow of water through the property hereby conveyed to the said Woodhouse Mills to the intent that the same may be supplied with water in the same manner in all respects as at the date hereof and to inspect cleanse and maintain the said Goit without prejudice to the powers hereinbefore granted but so that if the glazed pipe hereinbefore mentioned shall be constructed pursuant to the power hereinbefore contained The Vendor his heirs and assigns and any person by him or them authorised shall have the right to enter on the lands on the North Western and South Eastern sides of the land hereby conveyed with or without horses or carts for the purpose of examining cleansing and repairing the said pipe."

NOTE: The following are particulars of the powers referred to:-

"Together also with power for the Company and its assigns at any time before the expiration of twenty one years from the death of the last survivor of the issue now living of His late Majesty King Edward the Seventh to cover in the Goit hereby conveyed or any part thereof provided that a glazed pipe of not less than two feet in diameter is at the same time laid at the expense of the Company or its assigns for the purpose of conducting the water from the said River to the said Woodhouse Mills such pipe to be constructed and connected in all respects under the direction and to the satisfaction of the agent for the time being of the Vendor and with such manholes for examining repairing and cleansing the said pipe as may be requisite."

- 10 The land is subject to the following rights granted by a Deed dated 10 August 1928 made between (1) British Dyestuffs Corporation Limited (Company) and (2) The Mayor Aldermen and Burgesses of The Borough of Batley (Batley Corporation):-

"The PERPETUAL RIGHT EASEMENT PRIVILEGE POWER AND AUTHORITY to construct and lay down and for ever thereafter maintain and repair so much of the conduit or line of pipes to be constructed by the Batley Corporation under the provisions of the statutory authority enabling it in this behalf together with all stop cocks surface boxes man holes and other necessary powers and works in connexion therewith as passes through ALL THAT plot of land situate on the south westerly side of Briggate Bridge in the Township of Dalton in the County Borough of Huddersfield in the said County and more particularly delineated and described in the plan hereunto annexed and thereon coloured red to the extent delineated by the said colour on the said plan AND ALSO the perpetual right easement privilege power and authority to pass and repass to the extent aforesaid over and along the portion of the said plot of land to be used for the purpose aforesaid from time to time to examine regulate cleanse amend maintain repair and renew the said conduit or line of pipes and works.

The said Deed also contains the following covenants:-

C: Charges Register continued

"The Company hereby covenants with the Batley Corporation that the Company or any person or persons claiming through or under it shall not place erect or suffer to be placed or erected any building nor plant nor grow nor suffer to be planted or grown any tree or trees upon or across the said plot of land to the extent aforesaid as delineated on the said plan or do or suffer to be done anything to the prejudice or injury of the said conduit or lline of pipes and works connected therewith or to the due use and enjoyment thereof by the Batley Corporation."

NOTE: Copy plan filed.

- 11 The land is subject to the following rights granted by a Deed of grant dated 20 June 1936 made between (1) British Dyestuffs Corporation Limited (Grantors) and (2) The Mayor Aldermen and Burgesses of the County Borough of Huddersfield (Corporation):-

Full right and liberty to construct a sewer having an internal diameter of one foot nine inches together with all necessary manholes and connections (hereinafter called "the work") through the land of the Grantors in the position marked by a red line between the points "A" and "B" on the said plan together with the right of support from the subjacent and adjacent land therefor

.....
..

THE Grantors further grant unto the Corporation the right of maintaining renewing inspecting cleansing and using the work in through upon over and under the said land and of free ingress egress progress and regress to upon and from the said land with or without any means of conveyance at all reasonable times as well after the completion as during the execution of the work for the purpose of exercising all or any of the easements and rights before described and for all purposes incidental thereto.

The said Deed also contains the following covenants:-

THE Corporation will indemnify the Grantors from and against all losses costs charges damages and expenses whatsoever by reason of the user maintenance repair cleansing or renewing of the work or any part thereof or by reason of any act omission or default of the Corporation or their agents contractors or workmen in respect thereof or by reason of the bursting or overflow thereof

.....
..

THE Grantors shall not at any time without the previous consent in writing of the Corporation build upon such part of their land as lies over the said sewer between the points "A" and "B" on the said plan nor shall they tip any materials thereon nor plant the same with timber or trees or otherwise use the same in such a manner as to interfere with the enjoyment by the Corporation of any of their rights under Clause 2 supra.

NOTE: Copy plan filed.

- 12 By an Agreement under seal dated 28 February 1940 made between (1) British Dyestuffs Corporation Limited and (2) The Mayor Aldermen and Burgesses of the County Borough of Huddersfield the footpath lying between the points E-F in blue on the filed plan was dedicated to the public use as a footpath.

NOTE: Copy filed.

- 13 The land is subject to the following rights and easements conveyed by a Conveyance of the land edged mauve and hatched yellow on the filed plan dated 31 December 1963 made between (2) The Mayor Aldermen and Burgesses of The County Borough of Huddersfield (Corporation) and (2) Imperial Chemical Industries Limited (Purchaser) and this registration takes effect subject thereto:-

C: Charges Register continued

"The Purchaser as beneficial owner hereby conveys to the Corporation ALL the rights and easements more particularly described in the Second Schedule hereto.

.....
..

THE SECOND SCHEDULE above referred to

1. The following culvert sewers chamber and main together with full right and liberty to maintain and use the same:-

(a) the 3' x 3' culvert constructed under the old site of Ashgrove Road in the position indicated by red colouring on the said plan

(b) The 15" foul sewer constructed partly under the old site of Ashgrove Road and partly under the land coloured blue on the said plan in the position indicated by red colouring on the said plan

(c) The overflow chamber constructed under the old site of Ashgrove Road in the osition indicated by red colouring on the said plan

(d) The 6' foul sewer constructed under the old site of Ashgrove Road in the position indicated by red colouring on the said plan

(e) The 24" surface water sewer constructed under the land coloured blue on the said plan in the position indicated by dark blue colouring on the said plan

(f) The 4" water main constructed under the old site of Ashgrove Road in the position indicated by the green line on the said plan

2. Full right and liberty from time to time to enter upon such parts of the land coloured blue and brown on the said plan as may be necessary for the purpose of maintaining repairing enlarging duplicating or removing any or all of the said culvert sewers chamber or main subject to the Corporation making good the surface of the land on completion of the works to the reasonable satisfaction of the Purchaser and paying compensation for any damage which may occur."

The said Conveyance also contains the following covenants:-

"THE Purchaser so as to bind the lands described in the First Schedule hereto and so that this covenant shall enure for the benefit and protection of the adjoining land of the Corporation but so that the Purchaser shall not be personally liable for a breach of this covenant after it shall have parted with all interest therein hereby covenants with the Corporation that the Purchaser and those deriving title under it will at all times hereafter observe and perform the following restrictions and stipulations

.....
..

(d) Not to use the land coloured blue on the said plan for any purpose other than that of improving the entrance to the Purchaser's Works or as a car park without the previous consent in writing of the Corporation which consent shall not be unreasonably withheld

(e) So long as the Corporation's foul sewer exists under the land coloured red on the said plan the land coloured brown and red on the said plan shall not be used for any purpose other than that of improving the entrance to the Purchaser's Dalton Works and as a car park and thereafter shall not be used for any other purpose than as aforesaid without the previous consent in writing of the Corporation which shall not be unreasonably withheld

(f) Not to erect or construct any erections or obstructions within a distance of nine feet on either side of the centre line of the twenty-four inch diameter surface water sewer the fifteen inch diameter foul sewer the three feet by three feet culvert and the overflow chamber specified in the Second Schedule hereto Provided that this covenant shall not prohibit the erection of such things as may be desired for

C: Charges Register continued

the purpose of ornamentation and which will be removable without difficulty."

NOTE: Copy plan filed.

- 14 The land is subject to the rights granted by a Deed of Grant and Release dated 17 December 1965 made between (1) Imperial Chemical Industries Limited and (2) The Mayor Aldermen and Burgesses of the County Borough of Huddersfield. The said Deed also contains restrictive covenants.

NOTE: Duplicate filed.

- 15 The land is subject to the rights granted by a Deed dated 24 June 1969 made between (1) Imperial Chemical Industries Limited and (2) North Eastern Gas Board.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Original filed.

- 16 A Conveyance of the land tinted yellow on the filed plan dated 17 November 1970 made between (1) British Railways Board (Board) and (2) Imperial Chemical Industries Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 17 The land hatched mauve on the filed plan is subject to rights of way in favour of 550 to 570 (Even Nos.) Leeds Road.

- 18 The land hatched brown on the filed plan is subject to a right of way on foot in favour of 31 Bradley Mills Road.

- 19 The land is subject to the following rights granted by a Transfer of the land edged and numbered WYK341493 in green on the filed plan and other land dated 3 June 1985 made between (1) Imperial Chemical Industries PLC (Company) and (2) Yorkshire Water Authority (Authority):-

"THE Company as beneficial owner hereby grants unto the Authority full right and liberty for the Authority to enter and remain upon and pass and repossess over the said adjoining land belonging to the Company comprised in the title above-mentioned with or without workmen vehicles plant machinery and materials for the purpose only of maintaining and repairing the said fence between the points marked A and B on the plan annexed hereto".

NOTE: The fence erected along the South Western boundary of the land edged and numbered WYK341493 in green on the filed plan forms part of the fence between points A and B referred to.

- 20 The parts of the land affected thereby are subject to the following rights granted by the Lease of an electricity sub-station site dated 28 November 1994 referred to in the Schedule of Leases hereto:-

"TOGETHER WITH (a) all rights of support protection and shelter now enjoyed by the demised premises from the Premises and (b) a right of way at all times and for all purposes in connection with the use and enjoyment of the demised premises (in common with the Lessor its servants agents licensees and visitors and all other persons from time to time authorised by it or otherwise enjoying the said right) with or without vehicles and equipment over the strip of land fully shown coloured brown and blue on the said location plan (or along such other route as may from time to time previously be agreed in writing with the Lessor) (hereinafter together called "the access land") AND TOGETHER ALSO with the right to the intent that the same shall be appurtenant to the demised premises

(a) to enter upon break open and excavate lay place use inspect repair maintain renew replace remove or render unusable underground electric lines (hereinafter called "the underground electric lines") in the land shown coloured green and blue on the said plan and location plan (hereinafter together called "the underground cable land") and (b) to enjoy the benefit of vertical and lateral support for the underground

C: Charges Register continued

electric lines from the underground cable land".

NOTE: Copy plan filed.

- 21 The parts of the land affected thereby are subject to the following rights granted by the Lease of an electricity sub-station site dated 28 November 1994 referred to in the schedule of leases hereto:-

"TOGETHER WITH (i) a right of way (but only insofar as the Lessor can grant the same if at all) at all times and for all purposes in connection with the use and enjoyment of the demised land (in common with the Lessor their servants agents licensees and visitors and all other persons from time to time authorised by them or otherwise enjoying the said right) with or without vehicles over the strip of land shown coloured brown and blue on the said plan and key plan (hereinafter together called "the access land") and (ii) TOGETHER ALSO with the right (but only insofar as the Lessor can grant the same if at all) to the intent that the same shall be appurtenant to the demised land and/or the electricity distribution system of Yorkshire Electricity (a) to enter upon break open and excavate to lay place use inspect repair maintain renew remove or render unusable underground electric lines (hereinafter called "underground electric lines") in the land shown coloured blue on the said plan and key plan (hereinafter called "the underground cable land") and (b) to enjoy the benefit of vertical and lateral support for the underground electric lines from the underground cable land".

NOTE: Copy plan filed.

- 22 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.

NOTE: Each lease is referenced by edging and numbering in blue on the filed plan unless otherwise stated in the schedule of leases.

- 23 (12.02.2004) By a Deed dated 30 January 2004 made between (1) Syngenta Limited and (2) Avecia Limited the terms of the Lease dated 30 June 1999 of Specialities East Site referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed.

- 24 (12.02.2004) By a Deed dated 30 January 2004 made between (1) Syngenta Limited and (2) Avecia Limited the terms of the Lease dated 30 June 1999 of Specialities West site referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed.

- 25 (12.02.2004) By a Deed dated 30 January 2004 made between (1) Syngenta Limited and (2) Avecia Limited the terms of the Lease dated 30 June 1999 and the Reversionary Lease dated 3 February 2003 of parts of the PTD and AD Buildings referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed.

- 26 (06.07.2006) The parts of the land affected thereby are subject to the easements granted by the leases set out in the schedule of leases of easements hereto.

NOTE: The heading to the schedule should be read as if it said "Schedule of Notices of leasehold easements"

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 8 October 1895 referred to in the Charges Register:-

The said Edward Brooke hereby further covenants with the said Alfred Ernest Learoyd and Frank Learoyd their heirs and assigns.....that he the said Edward Brooke his heirs and assigns will forthwith at his and their own expense lay a pot pipe drain twelve inches in diameter from the said River Colne to the said land hereby conveyed in the direction

Schedule of restrictive covenants continued

shewn by the line dotted green on the said plan for the joint use of the said Edward Brooke his heirs and assigns and the said Alfred Ernest Learoyd and Frank Learoyd their heirs and assigns And also that he the said Edward Brooke his heirs and assigns will from and for ever after his or their commencing to use the said drain bear and pay one half of the expense of maintaining cleansing and keeping in repair the same And will cause all dwellinghouses (except those erected on the corner plots of land adjoining Leeds Road aforesaid and also except those which shall be built at the corners of any new streets) which shall be erected within a distance of fifty feet of either of the said intended streets to front the same respectively And also that no privies pig styes hen cotes or other like buildings shall be erected within thirty feet of either of the said intended streets.....And the said Edward Brooke for himself his heirs and assigns on the one part and the said Alfred Ernest Learoyd and Frank Learoyd for themselves their respective heirs and assigns on the other part hereby mutually agree and covenant with the other of them that they will when it shall be determined upon by the said Edward Brooke his heirs or assigns form and make at their joint expense a Street at the North east side of the plot of land hereby conveyed Eighteen feet of such street to be formed on land of the said Edward Brooke not intended to be hereby conveyed and coloured brown on the said plan and Eighteen feet of such street to be formed on land of the said Alfred Ernest Learoyd and Frank Learoyd hereby conveyed and also shewn on the said plan such last mentioned street to be thirty feet in width including causeways which shall be formed by kerbstones measuring twelve inches by eight inches such street to be made sewered drained and channelled in accordance with the Byelaws of the said Corporation relating to new Streets but the said causeways shall not be flagged until the same shall be required by the said Corporation to be flagged And further that they will at all times thereafter so long as the same street shall not be repairable at the public expense well and sufficiently repair maintain and keep the said last mentioned intended street in good repair at their joint expense And will at all times hereafter keep open and unbuilt upon the said last mentioned intended street.

NOTE: Copy plan filed.

- 2 The following are details of the covenants contained in the Conveyance dated 8 December 1915 referred to in the Charges Register:-

"The Company hereby covenants with the Vendor his heirs executors administrators and assigns that the Company its successors and assigns will not use or permit to be used any building on the premises at any time as licensed premises or as a club for the sale of intoxicating liquors."

- 3 The following are details of the covenants contained in the Conveyance dated 17 November 1970 referred to in the Charges Register:-

"THE Purchaser for itself and its successors in title and assigns hereby covenants with the Board and its successors in title for the benefit and protection of such part of the adjoining or neighbouring property of the Board as is capable of being benefited or protected and with the intent to bind so far as legally may be the Purchaser and its successors in title owners for the time being of the said property or any part thereof into whosoever hands the same may come to observe and perform the following restrictions and stipulations

(1) At its own expense within three months from the date hereof and to the satisfaction of the Board to erect and at all times thereafter to maintain fences of a design to be approved by the Board between the points marked A and B on the said plan

(2) To indemnify the Board against any liability in respect of the embankments forming part of the said property

(3) Not to do or permit to be done upon the said property or any part thereof anything which may damage or otherwise affect the safety or stability of the Bridge Number 4 shown on the said plan or the abutments wing walls foundations or footings thereof or any embankments supporting the adjoining public road or any embankments which may be formed upon the said land coloured blue and hatched red as hereinafter

Schedule of restrictive covenants continued

mentioned

(4) Not to do or permit to be done upon the said property or any part thereof anything which will or may increase the cost of the exercise by the Board of all or any of the rights in this assurance reserved to it

(5) That in the case of default by the Purchaser in maintaining the said accommodation works and the said fences pursuant to the covenant hereinbefore contained to repay to the Board on demand the cost incurred by the Board in carrying out any necessary maintenance to the said accommodation works and fences."

NOTE: Copy plan filed.

- 4 The following are details of the covenants contained in the Conveyance dated 13 January 1916 referred to in the Charges Register:-

"THE Purchasing Company hereby covenants with the Vendor Company that the Purchasing Company will not utilize the premises comprised herein for the manufacture of bricks or fireclay goods and will not compete with the Vendor Company in the sale of articles sold by them in their business of manufacturers of bricks and fireclay goods at the Vendor Company's own works not comprised herein And also will in the event of their selling or otherwise parting with the possession of the said premises comprised herein impose a similar condition on the Purchasers or other persons to whom they part with possession the intention being that this restrict shall run with the land in whosoever possession it may be"

Schedule of leases of easements

- 1 Benefiting land : Unit Plot 1 No.1 Contractors Village
Title Number of
benefiting land : Not registered
Date of lease : 21 June 2006
Term of lease : From 1 January 2006 to 30 September 2006
Registration date: 06.07.2006
NOTE: Copy filed

Schedule of notices of leases

- | | | | | |
|---|---|---|--|-----------|
| 1 | 1 | 5 Nettleton Road | 11.05.1936
999 years from
25.3.1935 | YWE35238 |
| 2 | 2 | 7 Nettleton Road | 11.05.1936
999 years from
25.3.1935 | |
| 3 | 3 | 9 Nettleton Road | 30.04.1938
999 years from
29.9.1935 | WYK301388 |
| 4 | 4 | 11 Nettleton Road | 20.11.1937
999 years from
29.9.1935 | YWE1622 |
| 5 | 5 | 13 Nettleton Road | 30.04.1938
999 years from
25.12.1935 | WYK196011 |
| 6 | 6 | 15 Nettleton Road | 30.04.1938
999 years from
25.12.1935 | YK16796 |
| 7 | 7 | 47/49 Bradley Mills Road | 02.07.1931
999 years from
24.6.1931 | WYK235850 |
| | | <i>NOTE: As varied by a Deed of Variation dated 27 January 1932</i> | | |
| 8 | 8 | 51 Bradley Mills Road | 07.12.1931
999 years from | YK16798 |

Schedule of notices of leases continued

			29.9.1931	
9	9	53 Bradley Mills Road	29.12.1931 999 years from 29.9.1931	YWE7267
10	10	55 Bradley Mills Road	12.01.1932 999 years from 25.12.1931	YK11030
11	11	57 Bradley Mills Road	11.05.1932 999 years from 25.3.1932	WYK5094
12	12	59 Bradley Mills Road	15.07.1932 999 years from 25.3.1932	YK30181
13	13	61 Bradley Mills Road	02.08.1932 999 years from 24.6.1932	WYK337878
14	14	63 Bradley Mills Road	31.01.1938 999 years from 29.9.1933	YK10927
15	15	65 Bradley Mills Road	31.01.1938 999 years from 29.9.1933	YK9919
16	22.12.1994 21	The site of an Electricity Sub-Station on the South side of Leeds Road.	28.11.1994 60 years from 1.8.1992	WYK562943
	NOTE: See entry in the Charges Register relating to the rights granted by this lease			
17	22.12.1994 22	The site of an Electricity Sub-Station on the South East side of Ashgrove Road.	28.11.1994 60 years from 28.11.1994	WYK562942
	NOTE: See entry in the Charges Register relating to the rights granted by this lease			
18	14.07.1999 24(NSE)	Specialities East Site on the South East side of Ashgrove Road.	30.06.1999 125 years from 30.06.1999	WYK650612
19	12.02.2004	Part of the PTD and AD Buildings	30.06.1999 5 years from 30.6.1999	
20	12.02.2004	Parts of the PTD and AD Buildings	03.02.2003 5 years from 26.6.2004	
	NOTE: This is a reversionary lease			
21	24.09.2007 26 and 27	land and building at Syngenta Site	24.08.2007 from 24.8.2007 to 3.4.2017	WYK860765

End of register