

Title Number : GM966472

This title is dealt with by Land Registry, Fylde Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

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This extract shows information current on 10 JAN 2017 at 16:10:19 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: GM966472
Address of Property	: land lying to the north of Ainsworth Road, Bury
Value Stated	: £2,000
Registered Owner(s)	: THE METROPOLITAN BOROUGH OF BURY of Town Hall, Knowsley Street, Bury, Lancs BL9 0SW.
Lender(s)	: None

Title number GM966472

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 10 JAN 2017 at 16:10:19. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

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A: Property Register

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

GREATER MANCHESTER : BURY

- 1 (12.07.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land lying to the north of Ainsworth Road, Bury.
- 2 (12.07.2004) As to the land tinted yellow on the title plan the mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 (12.07.2004) The land tinted blue on the title plan has the benefit of the following rights granted by the Conveyance dated 29 June 1923 referred to in the Charges Register:- "And together with full right liberty and privilege for the Association their successors and assigns and all persons authorised by them in common with the owners and occupiers of the other hereditaments and premises adjoining the said intended road shown on the said plan to pass and repass over and along the said intended road (after the same shall have been made) either with or without horses carts carriages motor lorries and other vehicles at all times and for all purposes but subject to the liability of the Association and the persons deriving title under them to pay a rateable proportion with the other owners and occupiers aforesaid of the expense of forming and making the said intended road and afterwards of keeping the intended road in repair until the same is taken over by the Local Authority."
- 4 (12.07.2004) The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 25 March 1965 referred to in the Charges Register:-

"TOGETHER WITH (so far as the same still subsists and the Second Vendors can convey the same) the benefit of certain rights over an intended road shown on the plan attached to the Second Conveyance and in the terms and subject to the obligations set out in the grant of such right in the second conveyance AND TOGETHER WITH so far as they are the property of the First Vendors or the Second Vendors all valves sluices pipes culverts and watercourses within and under the red land the green land and the blue land EXCEPT AND RESERVING to the First Vendors out of and in respect of the red land and the green land and to the Second Vendors out of and in respect of the blue land in fee simple in each case and as appurtenant to and for the benefit and more convenient use occupation and enjoyment of the adjoining retained and neighbouring lands and buildings and every part thereof belonging respectively to the First Vendors and the Second Vendors and which adjoining retained and neighbouring lands and buildings are hereinafter referred to in the case of both that of the First Vendors and the Second Vendors as "the adjoining and retained property" FIRST to the Second Vendors only the right to maintain over the blue land the existing surface water culvert conveying water from Lowercroft Reservoirs into Elton Brook on the northerly boundary but outside the blue land and the free flow of water in and through such culvert with the right to enter on the blue land for the purpose of cleansing repairing renewing or diverting (whether on or off the blue land) the said surface water culvert but so that the Second Vendors shall not be under any obligation to cleanse repair or renew the said surface water culvert but so that they shall make good any damage caused by their entry on the blue land for the said purposes SECONDLY the free flow and passage of water in and through all or any of the pipes other culverts

A: Property Register continued

and watercourses leading under or through the red land the green land or the blue land with the right for the First Vendors and the Second Vendors (as the case may be) to enter on the red land the green land or the blue land for the purpose of cleansing repairing renewing or diverting any such pipes culverts and watercourses but so that neither the First Vendors nor the Second Vendors shall be under any obligation to cleanse repair or renew the same but so they shall respectively make good any damage caused by their respective entry on the red land the green land or the blue land (as the case may be) for the said purposes THIRDLY to the Second Vendors only all the bed of Elton Brook where the same abuts upon or is co-extensive with the blue land with the full and free right to divert impound abstract and use for any purpose (insofar as such full and free right is not contrary to law) the water of the said Elton Brook without any obligation to return it at or within the boundaries of the blue land but with liberty if they shall so desire to return such water to the said Brook above below or at the boundaries of the blue land notwithstanding any diminution in quantity or any alteration in its quality PROVIDED ALWAYS that such full and free right shall not be construed as an indemnity by the Purchasers against any infringement by the Second Vendors of the rights and powers of the appropriate river board under the Water Resources Act 1963 or any statutory modification thereof or regulations made thereunder FOURTHLY all rights and easements or conveniences in respect of light and air over and through the red land the green land and the blue land corresponding to all conveniences in the nature of rights and easements now or hitherto exercised by the occupiers of the adjoining and retained property or which would have been rights and easements and would have been so used and enjoyed if the red and the green land and the blue land (as the case may be) had not respectively been in the same ownership immediately prior to the date hereof FIFTHLY the free and unrestricted right to use the adjoining and retained property for the erection or alteration of buildings thereon or to erect further buildings thereon to any height notwithstanding that thereby any right of access of light air or other right for the time being belonging or reputed to belong to the red land the green land or the blue land (as the case may be) is obstructed interfered with or cut off and (subject to the granting of any necessary planning permission if required) for industrial purposes notwithstanding any noise vibration or smell that may be caused thereby."

NOTE 1: The Second Conveyance referred to is that dated 29 June 1923 referred to above

NOTE 2: The red land, green land and blue land are respectively tinted pink, tinted yellow and tinted blue on the title plan.

- 5 (19.07.2010) 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.
- 6 (19.07.2010) The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered MAN163009 in green on the title plan dated 8 July 2010 made between (1) The Metropolitan Borough of Bury and (2) Morris Homes North Limited:-

There is excepted and reserved to the Transferor for the benefit of its retained land comprising the remainder of Title Number GM966472 all such vehicular and pedestrian rights of way as are currently enjoyed by the Transferor and affect the Property.

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 (12.07.2004) PROPRIETOR: THE METROPOLITAN BOROUGH OF BURY of Town Hall, Knowsley Street, Bury, Lancs BL9 0SW.

B: Proprietorship Register continued

- 2 (12.07.2004) The value stated as at 12 July 2004 was £2,000.
- 3 (12.07.2004) A Conveyance of the land tinted pink on the title plan and other land dated 30 April 1930 made between (1) Paul Roberts (2) Harriet Hamer And Others and (3) Joseph Parker & Sons Limited contains purchasers personal covenant(s).

NOTE: Copy filed

The Conveyance to the present proprietor(s) contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.

- 4 (12.07.2004) The Conveyance of the land in this title and other land dated 25 March 1965 referred to in the Charges Register contains purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

Schedule of personal covenants

- 1 (12.07.2004) The following are details of the personal covenants contained in the Conveyance dated 25 March 1965 referred to in the Proprietorship Register:-

"THE Corporation hereby further covenants with the First Vendors but by way of indemnity only and only in so far as the covenants and stipulations hereinafter referred to are still subsisting and capable of taking effect and affect the property hereby conveyed that the Corporation will at all times hereafter duly perform and observe the covenants and stipulations contained or referred to in the First Conveyance and will keep the First Vendors and their successors in title effectually indemnified against all actions proceedings costs claims and demands whatsoever in respect of the said covenants and stipulations or any of them so far as aforesaid."

NOTE: The First Conveyance referred to is that dated 30 April 1930 made between (1) Paul Roberts (2) Harriet Hamer and others and (3) Joseph Parker & Sons Limited referred to in the Proprietorship Register.

C: Charges Register

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

- 1 (12.07.2004) The land tinted yellow on the title plan is subject to the following rights reserved by a Conveyance thereof and other land dated 5 June 1919 made between (1) The Right Honourable Edward George Villiers Earl Of Derby (Vendor) (2) The Right Honourable Horace Brand Viscount Farquhar And Others (Trustees) and (3) The Radcliffe And Pilkington District Cooperative Industrial Society Limited (Purchaser) :-

"And also excepting and reserving unto the Vendor in fee simple and to his Lessees all the liberties and privileges of collecting and taking water and laying and maintaining pipes for conveying the same from and through the said close of land containing One hundred and six acres and ten perches particularly mentioned and comprised in an Indenture of Lease dated the twenty sixth day of July One thousand eight hundred and fifty four made between The Right Honourable Edward then Earl of Derby of the one part and Henry Hardman of the other part."

NOTE: Neither the original Lease dated 26 July 1854 nor a certified copy or examined abstract was supplied on first registration.

- 2 (12.07.2004) The land tinted blue on the title plan is subject to the following rights reserved by a Conveyance thereof dated 29 June 1923 made between (1) The Right Honourable Edward George Villiers Earl Of Derby (2) The Right Honourable Horace Brand Earl Of Farquhar and Others and (3) Bleachers Association Limited :-

C: Charges Register continued

"Excepting and reserving nevertheless unto the present Earl in fee simple and his successors in title under the said Resettlement his and their heirs and assigns the use and enjoyment of the streams of water and drains within and passing through the said land first described but so that this exception and reservation shall not interfere with or prejudice the use of the same streams and drains as the same streams and drains are now used and enjoyed by the Association or their tenants in respect of the premises first described."

NOTE: The land first described referred to is the land tinted blue on the title plan.

3 (12.07.2004) A Conveyance of the land in this title and other land dated 25 March 1965 made between (1) Joseph Parker and Sons Limited (The First Vendors) (2) Whitecroft Industrial Holdings Limited (the Second Vendors) and (3) Bury Corporation (The Corporation) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

4 (12.07.2004) By the Conveyance dated 25 March 1965 referred to above the land tinted pink and tinted blue on the title plan was conveyed subject as follows:-

"FOURTHLY as to both the red land and the blue land to all rights whatsoever whether of the public or otherwise in respect of the sewer lying under and running through the red land and the blue land."

5 (12.07.2004) By a Deed of Release dated 19 July 1991 made between (1) Curtain Styling and (2) The Metropolitan Borough of Bury the covenants contained in the Conveyance dated 25 March 1965 referred to above were expressed to be released as to the land edged mauve on the title plan and other land. Details of the terms of release are set out in the Schedule of Restrictive Covenants hereto.

6 (12.07.2004) By a Deed of Release dated 24 July 1991 made between (1) Elton Cop Dyeing Company Limited and (2) The Metropolitan Borough of Bury the covenants contained in the Conveyance dated 25 March 1965 referred to above were expressed to be released as to the land edged yellow on the filed plan. Details of the terms of release are set out in the Schedule of Restrictive covenants hereto.

7 (12.07.2004) The Deed of Release dated 24 July 1991 referred to above contains covenants details of which are set out in the Schedule of Restrictive Covenants hereto.

8 (12.07.2004) The land in this title is subject to the following rights granted by a Transfer of land lying to the north of Ainsworth Road adjoining the south western boundary of the land in this title dated 6 March 1992 made between (1) The Metropolitan Borough of Bury and (2) John Maunders Group Plc (Transferee) :-

"TOGETHER ALSO WITH the right for the Transferee its successors in title and all persons authorised by it to lay construct repair maintain improve replace and use foul and surface water drainage facilities oil/petrol interceptor trap watercourses ditches and sewers to discharge foul and surface water drainage from the proposed residential development of the property in onto and through the councils adjoining land in the approximate positions shown by the red and blue lines on the Copy Plan No.2 annexed hereto or any alternative route first approved by the Council (such approval not to be unreasonably withheld or delayed"

NOTE: The red and blue lines are shown by a red broken line and a blue broken line respectively on the title plan.

9 (12.07.2004) 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 restrictive covenants

1 (12.07.2004) The following are details of the covenants contained in the Conveyance dated 25 March 1965 referred to in the Charges

Schedule of restrictive covenants continued

Register:-

"THE Corporation hereby covenants with the first Vendors in respect of the red land and the green land and with the Second Vendors in respect of the blue land with the intent to bind so far as legally practicable the Corporation and the Corporation's successors in title and to run with and bind the red land the green land and the blue land and every part thereof (as the case may be) into whosoever hands the same may come and to enure for the respective benefit of the respective adjoining and retained property of the First Vendors and the Second Vendors (as the case may be) and to be enforceable by the Estate Owners from time to time of the last mentioned property and every part thereof as follows:-

(a) that the Corporation and the persons deriving title under the Corporation will not do or suffer to be done on or about the red land the green land or the blue land (as the case may be) or upon or about any other property of the Corporation from which water might percolate or flow to the red land the green land or the blue land (as the case may be) any act or thing by means of which any water flowing or to flow into or through the pipes culverts or watercourses hereinbefore mentioned or any pipes culverts or watercourses connected therewith or Elton Brook may be polluted or injuriously affected

(b) that the Corporation and the persons deriving title under the Corporation will not use or cause or permit to be used the red land the green land or the blue land (as the case may be) or any water appertaining thereto or to any part thereof for the trade or business of bleaching or dyeing or printing or finishing of fabrics or yarn or waste or any trade or business in which any of those processes form a part however slight"

NOTE: The red land, green land and blue land referred to are respectively tinted pink, tinted yellow and tinted blue on the title plan.

- 2 (12.07.2004) The following are details of the terms of release contained in the Deed dated 19 July 1991 referred to in the Charges Register:-

"the Company hereby releases the Council and its successors in title and the said land from the covenants so far as the same are subsisting and capable of being enforced"

NOTE: The land edged mauve on the title plan forms part of the land released.

- 3 (12.07.2004) The following are details of the covenants contained in the Deed of Release dated 24 July 1991 referred to in the Charges Register:-

"The Council hereby covenants with the Company and its successors in title and assigns for the benefit of all of the land in the ownership of the Company having the benefit of the covenants and each and every part thereof and so as to bind the said land and each and every part thereof as follows:-

(i) that the Council and its successors in title to the said land will not permit to be constructed on the said land any highways dwellings or other buildings without first constructing an interceptor and suitable outfall on any surface water pipe or pipes from the development to Elton Brook and without first obtaining the prior approval of the Company and the appropriate statutory authorities

(ii) that the Council and its successors in title will not construct any dwellings or other buildings other than those having back-inlet gullies or other suitable devices (to be approved by the Company and the appropriate statutory authorities) to receive their rainwater downpipes and with the downpipes sealed into the gullies or devices and with any access covers on such gullies screwed down

(iii) that the Council and its successors in title to the said land will not allow any changes to be made to the highways dwellings or

Schedule of restrictive covenants continued

other buildings referred to in the two preceding sub-clauses unless the drainage system referred to in the two preceding sub-clauses is replicated in the event of any such changes"

NOTE: The land edged yellow on the title plan forms part of the said land referred to.

- 4 (12.07.2004) The following are details of the Terms of Release contained in the Deed dated 24 July 1991 referred to in the Charges Register:-

"The Company to the extent that the benefit thereof is vested in it hereby releases the Council and its successors in title and the said land from the covenants so far as the same are subsisting and capable of being enforced."

NOTE: The land edged yellow on the title plan forms part of the land released.

Schedule of notices of leases

1	01.07.2005 edged and numbered 2 in blue	Land on the north west side of Elton Vale Road	30.03.2000 99 years from 30.3.2000	MAN20140
2	24.07.2009 Edged and numbered 4 in blue	Chantlers Pre-School Nursery	17.07.2009 15 years from 17.7.2009	MAN145428
3	16.06.2010 Edged and numbered 1 in blue (part of)	424 Ainsworth Road (first floor flat)	09.04.2010 From 1.3.1990 expiring on 28.2.2205	MAN161591

End of register