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# Official copy of register of title

Title number SF378388

Edition date 11.12.2007

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- This title is dealt with by Land Registry Birkenhead Office.

## A: Property Register

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

STAFFORDSHIRE : STAFFORDSHIRE MOORLANDS

- 1 (01.04.1997) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the north east of Springfield Road, Biddulph.
- 2 (01.04.1997) The mines and minerals are excepted.
- 3 (01.04.1997) The mines and minerals of the land edged and numbered 1 in blue on the filed plan together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 4 (01.04.1997) The Conveyance dated 14 October 1954 referred to in the Charges Register contains the following provision:-  
  
"IT IS HEREBY AGREED AND DECLARED that the walls and fences dividing the property hereby conveyed from the adjoining property of the Vendors shall belong to the Board and be repaired and maintained accordingly"
- 5 (01.04.1997) The Transfer dated 3 March 1997 referred to in the Charges Register contains the following provision:-  
  
"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  
  
.....  
  
6.3 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"

## 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 (19.04.1999) PROPRIETOR: MORSTON WESTERN REGION PROPERTIES LIMITED (Co. Regn. No. 3252032) of 16 Thorpe Road, Norwich, NR1 1RY.
- 2 (19.04.1999) 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.
- 3 (11.12.2007) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 15 November 2007 in favour of Bank of Scotland PLC referred to in the Charges Register.

### Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 3 March 1997 referred to in the Proprietorship Register:-  
  
"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  
  
THE FIFTH SCHEDULE  
  
Restrictions and Stipulations  
  
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 of 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"

## C: Charges Register

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

- 1 (01.04.1997) The land edged and numbered 2 in blue on the filed plan is subject to the matters contained in a Conveyance thereof and other land dated 4 March 1941 made between (1) Edwin Webb and Arthur Sanderson (2) Ellen Sanderson and others and (3) Edwin Webb but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 2 (01.04.1997) A Conveyance of the land in this title and other land dated 14 October 1954 made between (1) The Urban District Council of Biddulph (Vendors) and (2) National Coal Board (Board) contains the following covenants:-  
  
"THE Board hereby covenant with the Vendors as follows:-  
  
(i) Not to use or permit any messuage or any building to be erected upon the property hereby conveyed or any part thereof for any purpose other than that of a private dwellinghouse with such outbuildings as may be necessary  
  
(ii) Forthwith to erect and forever after maintain a good and sufficient stockproof fence to the satisfaction of the Vendors or their Surveyor

### C: Charges Register continued

along the boundaries of the property hereby conveyed with the adjoining property of the Vendors"

3 (01.04.1997) The land is subject to the following rights reserved by the Conveyance dated 14 October 1954 referred to above:-

"EXCEPT AND RESERVING unto the Vendors and their successors in title in fee simple (a) all rights of way drainage or watercourse and other rights in the nature of easements now or usually enjoyed by or in respect of the adjoining land of the Vendors (b) the right for the Vendors and their successors in title to use for all reasonable purposes (in common with the Board) the roads drains and sewers on or under the property hereby conveyed and (c) any right of light or air over any land forming part of the said adjoining land of the Vendors"

4 (01.04.1997) A Transfer of the land in this title dated 3 March 1997 made between (1) British Coal Corporation (British Coal) (2) Western Region Properties Limited (Purchaser) and (3) The Coal Authority (Authority) contains the following covenants:-

"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 of 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

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

"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

"Mine" has the meaning provided in Section 180 of the Mines and Quarries Act 1954 (or any statutory re-enactment or amendment thereof)"

5 (01.04.1997) The land is subject to the following rights reserved by the Transfer dated 3 March 1997 referred to above:-

"EXCEPT AND RESERVING to British Coal the matters set out in the Second Schedule to this Transfer SUBJECT to ..... the matters set out in the Third Schedule to this Transfer

#### THE SECOND SCHEDULE

#### Exceptions and Reservations

.....

2. All such quasi easements rights of way or other rights in the nature

# C: Charges Register continued

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

3. A right of way for the owners and occupiers of the land shown edged blue on the Plan together with their successors in title assignees and all persons authorised by them at all times and for all purposes with or without vehicles over and across the access road shown coloured yellow on the Plan

## THE THIRD SCHEDULE

### Subjections

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

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

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

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

"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 British Coal as therein referred to and "a relevant Restructuring Scheme" shall be any Restructuring Scheme which relates to or affects the Property

"Underground Rights Deed" means any Deed of Grant entered into pursuant to a relevant Restructuring Scheme prior to the date of this Transfer by British Coal in respect of rights relating to underground conduits insofar as they relate to or affect the Property"

NOTE: The access road shown coloured yellow on the plan referred to is shown tinted brown on the filed plan. The land shown edged blue on the plan referred to adjoins the southerly point of the land in this title.

6 (01.04.1997) The land is subject to the following rights granted by the Transfer dated 3 March 1997 referred to above:-

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

## 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 prior notice

## C: Charges Register continued

(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 Scheme

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"

- 7 (18.11.2003) UNILATERAL NOTICE in respect of a Agreement dated 21 October 2003
- 8 (18.11.2003) BENEFICIARY: Morris Homes (North) Limited of Morland House, 18 The Parks, Newton Le Willows, Merseyside WAR 0JQ.
- 9 (11.12.2007) REGISTERED CHARGE dated 15 November 2007.
- 10 (11.12.2007) Proprietor: BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC327000) of Bank of Scotland Corporate, Security for Advances, Citymark, 150 Fountainbridge, Edinburgh EH3 9PE.

End of register

