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## Official copy of register of title

Title number WYK268995

Edition date 19.01.2016

- This official copy shows the entries on the register of title on 11 JUL 2016 at 11:57:52.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 11 Jul 2016.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by Land Registry, Nottingham Office.

## A: Property Register

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

WEST YORKSHIRE : KIRKLEES

- 1 (15.10.1982) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 75a Heybeck Lane, Dewsbury (WF12 7QU).
- 2 The mines and minerals are excepted.
- 3 The land in this title has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 5 January 1966 referred to in the Charges Register:-

"TOGETHER with the right (in common with other persons for the time being having the like right) of ingress egress and way with or without horses cattle carts and other vehicles mechanically propelled or otherwise in over or upon the access road to the adjoining property known as "The Farm" for the purpose only of access to the property hereby conveyed EXCEPTING AND RESERVING to the Vendors and their successors in title in fee simple as incident to the ownership of occupation of other adjoining or neighbouring property of the Savile Estate Trust (a) the right in common with the Purchaser and all other persons lawfully entitled thereto to use and make connections with the sewers and drains lying or intended to be lying in or under the property hereby conveyed and all other sewers and drains laid or hereafter to be laid within Eighty years of the date hereof within or under the said property (b) the right to erect rebuild or alter any buildings or erections upon other property belonging to the said Savile Estate Trust or any part or parts thereof in such manner and in all respects as they may think proper notwithstanding any interference thereby occasioned to the access of light or air to the property hereby conveyed or any buildings for the time being thereon (c) the right to build into or against any boundary or party wall separating the property hereby conveyed from any part of other property belonging to the Svile Estate Trust without making any compensation for the use of such wall  
(d) free and unrestricted enjoyment as legal easements or rights of all privileges or quasi-easements now or hertofore used or enjoyed over the property hereby conveyed in respect of any adjoining or neighbouring property now or formerly belonging to the Vendors

To the rights of adjacent owners and to all liabilities binding on the owners of the property hereby conveyed for the repair of roads dykes

## A: Property Register continued

sewers drains gutters fences and other like matters

To the footpath crossing the entire length of the North Western boundary of the property hereby conveyed as indicated on the said plan annexed hereto."

- 4 (22.06.2015) The land has the benefit of the rights granted by a Deed dated 4 June 2015 made between (1) Edward Robert Hyde (Grantor) and (2) Ian Christopher Wragg (Grantee).

*NOTE: Copy filed.*

- 5 (19.01.2016) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

- 6 (19.01.2016) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered YY62162 in green on the title plan dated 5 June 2015 made between (1) Ian Christopher Bragg and (2) Simon Bedford and Ann-Marie Bedford.

*NOTE: Copy filed under YY62162.*

- 7 (19.01.2016) The Transfer dated 5 June 2015 referred to above contains a provision as to boundary structures.

- 8 (19.01.2016) 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. 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 (05.02.1987) PROPRIETOR: IAN CHRISTOPHER BRAGG of 75 Hey Beck Lane, Woodkirk, Dewsbury, W Yorkshire WF12 7QU.
- 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.
- 3 (22.06.2015) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any charge is to be registered without a consent signed by the registered proprietor of title WYK488784 or its conveyancer that the provisions of clause 10.1 of a Deed dated 4 June 2015 made between (1) Edward Robert Hyde and (2) Ian Christopher Bragg have been complied with.

## C: Charges Register

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

- 1 A Conveyance of the land in this title dated 5 January 1966 made between (1) Donald Arthur Cowdry and others (Vendors) (2) The Right Honourable George Halifax Baron Savile and (3) Stanley Brian Buckley contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (15.10.1982) By the Conveyance dated 5 January 1966 referred to above the land in this title was conveyed subject to the following agreement and declaration:-

"IT IS HEREBY AGREED AND DECLARED by and between the parties hereto that in the event of the Vendors or their successors in title or other the owner or owners for the time being of the access road to the adjoining property known as "The Farm" shewn on the said plan being

## C: Charges Register continued

sesirous within a period of Eighty years of the date hereof of increasing the width of such access road the Purchaser or his successors in title or other the owner or owners for the time being of the property hereby conveyed will re-convey to the Vendors or their successors in title or other the owner or owners for the time being of the said access road a strip of land Three feet in width along the entire length of the North Eastern boundary of the property hereby conveyed free of any consideration save that the Vendors or their successors in title will at their own expense re-erect the existing fence on the present North Eastern boundary along the line of the new boundary thereby formed."

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 5 January 1966 referred to in the Charges Register:-

"THE Purchaser so as to bind so far as may be the property hereby conveyed into whose hands soever the same may come and so that this covenant shall be for the benefit and protection of the adjoining or neighbouring property of the Vendors at Batley forming part of the Savile Estate Trust but so that the Purchaser shall not be personally liable for any breach of this covenant after he shall have parted with all interest in the property hereby conveyed hereby covenants with the Vendors that the Purchaser and those deriving title under him will at all times hereafter observe and perform the restrictions and stipulations set out in the Schedule hereto

### THE SCHEDULE ABOVE REFERRED TO

1. No buildings shall be erected on the property hereby conveyed other than a stable building or other outbuildings for use in connection with Number 75 Hey Beck Lane of such class elevation specification and design as shall be previously approved in writing by the Agent for the time being of the Vendors
2. Nothing shall be done or permitted to be done on the property hereby conveyed which may be a nuisance annoyance or injury to the Vendors or to the owners or occupiers for the time being of any property in the neighbourhood
3. No part of any buildings to be erected on the property hereby conveyed shall be erected in front of the building line prescribed by the Local Authority or over the strip of land Three feet in width along the entire length of the North Eastern boundary of the said property mentioned in Clause 4 of this Conveyance
4. No temporary buildings of any kind shall be erected upon the property hereby conveyed other than sheds and workshops to be used only for works incidental to the erection of permanent buildings thereon
5. No sand or gravel shall at any time be excavated or dug out of the property hereby conveyed except for the purpose of laying the foundation of the buildings to be erected thereon or of laying or adapting the ground as garden or pleasure ground"

NOTE: Clause 4 is that Clause set out in Entry No 3 of the Charges Register.

End of register