



# Official copy of register of title

Title number WYK770671

Edition date 09.01.2013

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- Issued on 10 January 2013.
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- For information about the register of title see Land Registry website [www.landregistry.gov.uk](http://www.landregistry.gov.uk) or Land Registry Public Guide 1 - *A guide to the information we keep and how you can obtain it.*
- 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 : WAKEFIELD

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Unit 1, Freeway Park, Freeway Drive, Castleford (WF10 5EJ).
- 2 The mines and minerals are excepted.
- 3 The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Transfer dated 2 April 1992 referred to in the Charges Register:-

"TOGETHER WITH rights of way at all times over and across

(a) The service strip shown coloured brown on the said plan and

.....

RESERVING to the Vendor and its successors in title the right to connect into and use any drains pipes or wires for the passage of electricity gas telecommunications or water now or within eighty years from now laid under any part of the property as is not occupied by buildings SUBJECT to the Vendor and its successors in title causing as little damage disturbance or inconvenience as possible to the Purchaser and shall make good forthwith to the reasonable satisfaction of the Purchaser all damage caused by the exercis of this right contributing a fair proportion according to user of the cost of cleaning maintaining repairing or replacing any drain pipe or wire passing through the property."

NOTE: The service strip coloured brown referred to is tinted brown on the title plan.

## A: Property register continued

- 4 (23.07.2004) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 8 July 2004 referred to in the Charges Register.
- 5 (23.07.2004) The Transfer dated 8 July 2004 referred to above contains provisions as to light or air and boundary structures and excluding the operation of Section 62 of the Law of Property Act 1925 as therein mentioned.

## 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 (09.01.2013) PROPRIETOR: STORE FIRST LIMITED (Co. Regn. No. 07463355) of Business First Centre, Empire Business Park, Rose Grove, Burnley, Lancashire BB12 6HA.
- 2 (21.01.2005) RESTRICTION: No transfer or lease of the registered estate by the proprietor of the registered estate is to be completed by registration without a certificate signed on behalf of the applicant for registration or his conveyancer that the provisions of clause 7.1 and 7.2 of the Annex to a Transfer dated 8 July 2004 made between (1) The National Farmers Union Mutual Society Limited and NFU Insurance Pension Fund Trust Co Limited and (2) Cattle's Properties Limited have been complied with.
- 3 (09.01.2013) The price stated to have been paid on 21 December 2012 was £1,005,300 plus VAT of £201,060.
- 4 (09.01.2013) 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 The land tinted pink and hatched blue on the title plan is subject to such restrictive covenants as may have been imposed thereon before 5 October 1926 and are still subsisting and capable of being enforced.
- 2 The land tinted yellow on the title plan is subject to the following rights granted by a Lease of land at the junction of Mill Lane and New Lane dated 24 June 1980 made between (1) The Council of The City of Wakefield (Council) and (2) Taylor Woodrow Industrial Estates Limited (Tenants) for 125 years from 24 June 1980:-

The Council hereby further grants to the Tenants

(1) Full right and liberty together with the Council and all other persons to whom the Council may grant a like right to use the foul and surface water sewers laid across the adjoining land of the Council and shown more particularly delineated with a green line on the plan annexed hereto for the passage or conveyance of sewage water and soil from the demised premises but not for any other purpose whatsoever

(2) Full right and liberty for the purpose aforesaid but not for any other

## C: Charges register continued

purpose whatsoever during the continuance of the said term to enter upon the land of the Council so far only as may be necessary for the inspection repair and maintenance of the said foul and surface water sewers making good nevertheless at their own expense all damage or disturbance which may be caused to the said adjoining land of the Council."

NOTE: The green line referred to is shown by a blue broken line on the title plan so far as it affects.

- 3 A Transfer of the land in this title and other land dated 2 April 1992 made between (1) The Council of The City of Wakefield (Vendor) and (2) Caddick Developments Limited (Purchaser) contains the following covenants:-

"3. THE Purchaser covenants with the Vendor pursuant to Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 as follows:-

(a) to commence development of the property within two years of the date hereof in accordance with any planning permission or building regulation approval obtained by the Purchaser and proceed diligently and without undue delay to complete the same

(b) to demolish or remove any partially constructed building or structure which is unauthorised or which has not been constructed to the reasonable satisfaction of the Estates and Valuation Surveyor within three months of receiving the Estates and Valuation Surveyor's written notice requiring such action and in the event of the Purchaser's default in such requirement the Vendor may arrange for or undertake the demolition or removal at the Purchaser's expense

4. THE Purchaser further covenants with the Vendor pursuant to Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 as follows:-

(a) not to use the property or any building erected thereon for any purpose other than one falling within Classes B1 B2 and B8 of the Town and Country Planning (Use Classes) Order 1987 but excluding the business of either foreign coal importing or wooden pallet manufacture and repair

(b) not to use the property in such a manner as to cause a nuisance or annoyance to the Vendor or to the owner or occupier of any adjoining or neighbouring land or buildings

(c) to maintain the property in a clean and tidy condition."

- 4 (12.08.1998) By a Deed dated 10 August 1998 made between (1) The Council of The City of Wakefield and (2) Caddick Developments Limited and (3) Barclays Bank PLC the covenants contained in clause 3 of the Transfer dated 2 April 1992 referred to above were expressed to be released.

- 5 (24.10.2001) The land is subject to the following rights granted by a Lease of an electricity sub-station lying on the south east side of California Drive, Castleford dated 24 September 2001 made between (1) The National Farmers Union Mutual Insurance Society Limited and others and (2) Yorkshire Electricity Group PLC:-

"the Lessors hereby demise unto Yorkshire Electricity.....full and free rights:-

1.1 to the intent that the same shall be appurtenant to the demised land:-

1.1.1 at all times and for all purposes:-

## C: Charges register continued

.....  
1.2 to the intent that the same shall be appurtenant to the demised land and/or the electricity distribution system of Yorkshire Electricity:-

1.2.1 to enter upon break open and excavate in the land shown coloured green and coloured blue in part on the detail plan and fully on the location plan (hereinafter together called "the underground cable land") and to lay place use inspect repair maintain renew replace remove or render unusable underground electric lines (hereinafter called "the underground electric lines") therein and thereunder

1.2.2 to enter upon the land of the Lessors remaining unbuilt upon adjoining the underground cable land as may be necessary for any of the purposes aforesaid and

1.2.3 to enjoy the benefit of support for the underground electric lines from the subjacent and adjacent land of the Lessors

### DEFINITIONS AND INTERPRETATIONS

In this Lease:-

The following expressions shall have the meanings hereby assigned to them respectively that is to say:-

"electric lines" shall have the meaning (in the plural) assigned to the expression "electric line" by Section 64 of the Electricity Act 1989 or any subsisting statutory modification or re-enactment thereof and shall be interpreted and construed accordingly and shall also include all joint boxes and apparatus ancillary to underground electric lines."

*NOTE: Copy Lease plan filed under WYK508343.*

- 6 (23.07.2004) A Transfer of the land in this title dated 8 July 2004 made between (1) The National Farmers Union Mutual Insurance Society Limited and NFU Mutual Insurance Pension Fund Trust Co Limited and (2) Cattle's Properties Limited contains restrictive covenants.

*NOTE: Copy filed.*

- 7 (23.07.2004) By a Deed dated 29 July 2004 made between (1) The Council of the City of Wakefield and (2) Cattle's Properties Limited the covenant contained in clause 4(a) of the Transfer dated 2 April 1992, referred to above was expressed to be released.

*NOTE: Copy filed.*

End of register