

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 9 NOV 2011 AT 18:33:58. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE SUFFERS A LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN THE REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY LAND REGISTRY, FYLDE OFFICE.

TITLE NUMBER: GM946728

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.

GREATER MANCHESTER : ROCHDALE

- 1 (24.11.2003) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Denehurst House, Denehurst Park and 133 and 135 Willbutts Lane, Rochdale.
- 2 (24.11.2003) The mines and minerals together with ancillary powers of working are excepted from the land hatched in blue on the title plan with provision for compensation in the event of damage caused thereby.
- 3 (24.11.2003) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged in blue on the title plan dated 30 March 1998 made between (1) The Rochdale Borough Council (the Council) and (2) Samantha Jane Barker and Andrew Francis Hughes (the Transferee) :-

"TOGETHER WITH the rights more particularly referred to in the First Schedule hereto but SUBJECT TO the EXCEPTIONS AND RESERVATIONS more particularly referred to in the Second Schedule

.....
. THE FIRST SCHEDULE
before referred to

(i) A right of way in common with the Council for the Transferee its successors in title and all others duly authorised with or without vehicles over and along the accessway leading from and to Edenfield Road via the main park entrance more particularly delineated and shown coloured brown on the Plan.

(ii) The free and uninterrupted right of running water soil gas and electricity and any other services or supply from and to the premises (including the right to connect into) the sewers drains watercourses channels pipes wires cables or other conducting media which now are or within eighty years of the date hereof be made in on or upon the Premises together with all easements rights and privileges necessary and proper for laying making inspecting cleansing repairing and reinstating the same (the person exercising such rights making good at their own expense all damage caused in the exercise of such rights)

(iii) The right to enter upon the Council's adjoining land comprised in the Conveyance and not hereby transferred ("the retained land") for the purpose of executing any works on or in connection with the premises and for the purpose of executing any works on or in connection with the premises and for the purpose of laying down sewers drains watercourse channels pipes wires cables or other conducting media for use in connection with the premises or other erections now standing or hereafter to be erected on the premises (the person exercising such rights making good at their own expense all damage caused in the exercise of such rights) provided that the route of such sewers drains watercourses channels pipes wires cables and other conducting media is first approved by the Council in writing such approval not be unreasonably withheld or delayed

A: Property Register continued

THE SECOND SCHEDULE
before referred to

.....
(ii) The free and uninterrupted right of running water soil gas and electricity and any other services or supply from and to all other adjoining land of the Council and all buildings erected thereon through along or under (including the right to connect into) the sewers drains watercourses channels pipes wires cables or other conducting media which now are or within eighty years of the date hereof be made in on or upon the Premises together with all easements rights and privileges necessary and proper for laying making inspecting cleansing repairing and reinstating the same (the person exercising such rights making good at their own expense all damage caused in the exercise of such rights)

(iii) The right to enter upon the Premises for the purpose of executing any works on or in connection with all adjoining land of the Council which cannot otherwise be conveniently executed and for the purpose of laying down sewers drains watercourses channels pipes wires cables or other conducting media for use in connection with any building or other erections now standing or hereafter to be erected on all other adjoining land of the Council (the person exercising such rights making good at their own expense all damage caused in the exercise of such rights) provided that the route of such sewers drains watercourses channels pipes wires cables and other conducting media is first approved by the Transferee in writing such approval not to be unreasonably withheld or delayed

(iv) The right at any time to erect or suffer to be erected any building or other erections and to alter any building or other erections now standing or hereafter to be erected on all adjoining Premises of the Council in such manner as to obstruct or interfere with the passage of light or air to any building which may be erected upon the land and any access of light and air over all the Council's adjoining land shall be deemed to be enjoyed by the licence or consent of the Council and not as of right

(v) The right of way for the Council its employees agents servants or other persons so authorised with or without vehicles over and along such part of the Premises shown coloured orange until such time when the Council has completed the construction of a permanent ramp access into Denehurst car park and it becomes fully operational"

NOTE: The land coloured brown and coloured orange is shown tinted brown and tinted yellow respectively on the title plan

By a Deed of Rectification dated 22 February 2000 made between (1) the Rochdale Borough Council (the Council) and (2) Michael Stephen Timperley the terms of the Transfer dated 30 March 1998 referred to above was expressed to be modified in the following terms:-

"THE Council and the Owner hereby agree that the right of way referred to in Clause (v) of the Second Schedule of the Transfer shall no longer apply"

4 (24.11.2003) By Transfers of adjoining, adjacent or neighbouring land (including any tinted green on the filed plan) pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land affected thereby has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985 and the rights reserved and granted by the Transfers.

The said Transfers also contain provisions as to rights of access, boundary structures and other matters.

Title number GM946728

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 (24.11.2003) PROPRIETOR: THE ROCHDALE BOROUGH COUNCIL of PO Box 15, Town Hall, Rochdale, Lancs OL16 1AB.

C: Charges Register

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

- 1 (24.11.2003) The footpaths and any driveways, accessways, common areas, passageways and parking areas are subject to rights of way and user.
- 2 (24.11.2003) The land is subject to rights of drainage and rights in respect of water, gas, electricity or other piped fuel, telephone services or for the receipt of televisual and telegraphic transmissions, together with ancillary rights of entry for the purpose of inspection, maintenance and repair of any party structure or thing.
- 3 (24.11.2003) A Conveyance of the land tinted pink on the title plan dated 2 July 1932 made between (1) Samuel Turner and Harold Rupert Turner (the Trustees) (2) Arthur William Kay-Menzies and others (the Beneficiaries) (3) Samuel Turner (the Beneficiaries) (4) Harold Rupert Turner (the Beneficiaries) (5) Robert Heap Turner and others (the Beneficiaries) (6) Samuel Turner and Harold Rupert Turner (the Beneficiaries) and (7) The Mayor Aldermen and Burgesses of the Borough of Rochdale (the Corporation) contains covenants.

By a Deed of Release dated 27 February 1961 made between (1) District Bank Limited and others (the Releasors) and (2) The Mayor Aldermen And Burgesses Of The County Borough Of Rochdale (the Corporation) the said covenants were expressed to be released as to the land tinted mauve on the title plan. Details of the covenants and of the extent of the released covenant are set out in the schedule of restrictive covenants hereto.

- 4 (24.11.2003) The land tinted pink on the title plan is subject to the following rights granted by a Deed of Grant dated 15 February 1971 made between (1) The Mayor Aldermen and Burgesses of the County Borough of Rochdale (the Grantors) and (2) Tees Land Investment Company Limited (the Grantee) :-

"In consideration of the premises the Grantors hereby grant unto the Grantee FIRSTLY the right to construct a 9 inch surface water sewer under that part of the said land coloured brown on the said plan along the course shown and coloured red on the said plan from the point marked "D" to the point marked "E" to enable the Grantee to drain surface water from the land coloured round with blue SECONDLY the full right and liberty in perpetuity to use the said surface water sewer when constructed for the purpose of draining surface water from the land coloured round blue on the said plan THIRDLY the right and liberty to connect the said surface water sewer to the existing sewer at the point marked "E" on the said plan AND FOURTHLY the right and liberty to enter upon the land coloured brown on the said plan and to execute such works only as may be necessary to construct and lay down the said sewer in the said land in the position marked by a straight line drawn between the points marked "D" and "E" on the said plan TOGETHER WITH the right to enter thereafter upon the said land at all hours in the daytime with prior consent of the Grantors' Borough Engineer and Surveyor for the time being for the purpose of maintaining inspecting altering renewing replacing or removing the said sewer TO HOLD all the said rights and liberties hereby granted unto the Grantee in fee simple"

NOTE: Copy Deed Plan filed.

Schedule of restrictive covenants

1 (24.11.2003) The following are details of the covenants contained in the Conveyance dated 2 July 1932 referred to in the Charges Register:-

"The Corporation hereby covenant with the Beneficiaries that they the Corporation will hereafter maintain the said messuage or dwellinghouse known as "Denehurst" in such a condition of repair as shall cause the same to appear from the exterior to be in normal private occupation (regard being had to the present condition condition thereof and to the locality) or will (at their option) demolish or cause the same to be demolished Provided always in the event of the Corporation not exercising the option to demolish hereinbefore contained that if at any time hereafter in the opinion of the Trustees for the time being of the said Will of the Testator the said last mentioned premises shall not be maintained by the Corporation in such condition as hereinbefore provided then the said Trustees shall be entitled to give written notice thereof to the Town Clerk for the time being to the Corporation requiring the demolition of the said last mentioned premises within a reasonable time and upon receipt thereof the Corporation shall forthwith proceed to demolish the said last mentioned premises or shall cause the same to be demolished And the Corporation hereby further covenant that they will not permit the land hereby assured or any part thereof or any building or erection for the time being thereon to be used for any other purpose or in any other manner than as a public park or museum or art gallery or some other similar Municipal Institution or some building or other erection incidental thereto

Provided always and it is hereby agreed and declared that it shall be lawful for the Corporation from time to time to make vary repeal alter add to or re-enact such bye-laws and regulations as they shall deem necessary or convenient for securing to the public the reasonable use and enjoyment of the lands hereditaments and premises hereby assured and for the maintenance of order and decency therein and for any other Purposes for which bye laws and regulations are usually made in like cases and such bye laws and regulations shall contain power for the Corporation to close the said Park to the public on not more than six days in any and every year"

2 (24.11.2003) The following are details of the terms of the released covenant contained in the Deed of Release dated 27 February 1961 referred to in the Charges Register:-

"IN pursuance of the said agreement and in consideration of these presents the Releasors hereby release the Corporation from the obligations of the said restrictive covenant hereinbefore mentioned TO THE INTENT only that (a) the plot of land (part of Denehurst Park) containing Forty-seven and Two-ninths square yards or thereabouts fronting to Willbutts Lane and more particularly shown in the plan hereto annexed and therein coloured purple

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..

shall be released from the said covenant and that the Corporation shall be released from all actions proceedings claims and demands for or on account of the said covenant in respect of the said two plots of land"

NOTE: The land coloured purple is shown tinted mauve on the title plan.

End of register