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

TITLE NUMBER: GM890815

There is/are applications(s) pending against this title.

## A: Property Register

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

GREATER MANCHESTER : BURY

- 1 (21.01.2002) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land and buildings on the south side of Gigg Lane, Bury.
- 2 (21.01.2002) The mines and minerals are excluded from the registration of the land tinted brown on the filed plan.
- 3 (21.01.2002) The land has the benefit of the following rights reserved by a Conveyance of the land edged blue on the filed plan dated 30 March 1995 made between (1) The Metropolitan Borough Of Bury (Vendor) and (2) Collingwood Housing Association (Purchaser):-

"There is reserved out of the Property for the benefit of the Vendor's nearby retained or adjoining land the rights set out in the Second Schedule

### SECOND SCHEDULE

#### The Reserved Rights

1. The right for the Vendor its successors in title and their respective servants agents workmen and licencees at all times to pass and repass with or without vehicles works and machinery over and along all roads estate roads and footpaths hereafter constructed upon the property (including the access road more specifically referred to in paragraph 3 of the Third Schedule) 2. The right for the Vendor its successors in title and their respective servants agents workman and licencees to connect into and use any service media hereinafter to be laid or constructed in under or over the property

### THE THIRD SCHEDULE

3. To construct a road to adoptable standards up to a point on the Southern boundary of the property to be approved by the Borough Property Services Officer for the time being of Vendor (hereinafter called "the Surveyor") for the purpose of providing the Vendor its successors in title and their respective servants workman and licensees access to the Vendor's retained nearby and adjoining land (unless the Vendor certifies that such access is not required)"
- 4 (19.07.2002) The land has the benefit of the rights granted by but is subject as mentioned in the Deed of Grant dated 19 October 2001 referred to in the Charges Register.
- 5 (31.01.2003) 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.

## 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 (21.01.2002) PROPRIETOR: THE METROPOLITAN BOROUGH OF BURY of Town Hall, Knowsley Street, Bury BL9 0SW.
- 2 (18.04.2011) RESTRICTION: No disposition of the part of the registered estate shown edged mauve on the title plan by the proprietor of the registered estate is to be registered without a written consent signed by the English Sports Council of 3rd Floor Victoria House, Bloomsbury Square, London WC1B 4SE or their conveyancer.

## C: Charges Register

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

- 1 (21.01.2002) A Conveyance of the land tinted blue on the filed plan and other land dated 31 December 1925 made between (1) The Right Honourable Edward George Villiers Earl of Derby (2) The Right Honourable Charles William Augustus Montague and The Right Honourable Arthur Robert Baron Hillingdon and (3) Oswald Hulton Austin and others contains the following covenants.

"The Purchasers for themselves their heirs and assigns thereby jointly and severally covenant with the Vendor his heirs and assigns to use the said plot of land hereby conveyed as and for a playing and sports field and for agricultural or pastoral purposes only and for no other purpose"

By a Deed of Release dated 30 April 1956 given by Bury Estates Limited the covenants were expressed to be released as follows.

"The Company as beneficial owner hereby releases and discharges the said plot of land described in and conveyed by the conveyance (except so much of the said plot of land mentioned in another Release granted by the Company and dated the Fifth day of April One thousand nine hundred and fifty six and shown on the plan endorsed thereon and therein surrounding with red verge line) from the covenant to use the same and as and for a playing and sports field and for agricultural or pastoral purposes only and for no other purpose to the intent that the said plot of land and the owners and occupiers for the time being thereof may be discharged from the same covenant to the extent aforesaid"

- 2 (21.01.2002) By a Conveyance of the land tinted brown on the filed plan and other land dated 12 April 1929 made between (1) John Henry Green and Frederick William Green (Vendors) and (2) Bury Estates Limited the land was conveyed subject as follows.

"To reservations covenants and restrictions affecting any part of the said hereditaments and to the interests and rights of any municipal corporation local authorities or any other public body and to all rights of way light drainage and other easements to any and all subsisting liabilities"

- 3 (21.01.2002) By a Conveyance dated 10 March 1947 made between (1) Bury Estates Limited and (2) Bury Corporation the land tinted pink on the filed plan and other land was conveyed subject as follows:-

"SUBJECT to the rights liberties and privileges now vested in the Bleachers Association Limited or other the owners of the property known as Hampson Mills Bury aforesaid in connection with the use of the Goit and Weir and the underground tunnel shown on the said plan and more particularly referred to in a Lease dated the tenth day of June One thousand nine hundred and one and made between the Right Honourable Frederick Arthur Earl of Derby of the one part and John Barlow of the

## C: Charges Register continued

other part AND SUBJECT ALSO TO the rights subsisting in respect of the main sewer and electricity cable also shown on the said plan"

*NOTE 1: Copy plan filed under GM468542*

NOTE 2: No further particulars of the Lease dated 10 June 1901 referred to were supplied on first registration.

- 4 (21.01.2002) The land tinted pink on the filed plan is subject to the rights granted by a Deed of Grant dated 1 June 1967 made between (1) Bury Corporation and (2) The North Western Electricity Board.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed.*

- 5 (19.07.2002) A Deed of Grant dated 19 October 2001 made between (1) The Metropolitan Borough of Bury and (2) Elite Homes (Ettiley Heath) Limited contains restrictive covenants.

*NOTE: Original filed under GM802374.*

- 6 (24.02.2004) The parts of the land affected thereby are subject to the following rights granted by a Deed of Gant dated 20 February 2004 made between (1) United Utilities Water PLC (the Undertaker) (2) Metropolitan Borough of Bury (the Grantor) and (3) Chelford Properties Limited (the Developer)

"the Grantor to enable the Developer to comply with its obligations under the Agreement hereby grants with full title guarantee the following perpetual rights ("the rights") to the Undertaker for the benefit of the Dominant Tenement and each and every part thereof:

(a) The right of having retaining using inspecting the condition of reconstructing replacing relaying altering maintaining cleansing repairing conducting and managing the Apparatus in through under over or upon the Protected Strip (being the servient tenement) and having and enjoying the free flow and passage of water with or without other matter through any part of the Apparatus as shall be a pipe and (except where the Apparatus is used to convey foul water) all easements rights and facilities to discharge therefrom into any ditch or watercourse within or adjacent to the Protected Strip and for which the Grantor is the reparian owner at the point of discharge

(b) For the purposes hereof and in particular for the purposes mentioned in paragraph (a) of this Schedule (and for similar purposes in relation to any connected length of pipes or Works incidental thereto) the right at any time and at all times in the day or night time with or without vehicles plant machinery servants contractors and others and all necessary materials to enter upon and pass and re-pass along the Protected Strip by a route within the same or by such (if any) other convenient route from a public highway as the Undertaker shall with the approval of the Grantor (which shall not be unreasonably withheld or delayed) from time to time require doing and occasioning no unreasonable damage thereto or to the Grantor's adjoining land;

(c) The right of erecting on or near the Protected Strip and maintaining any necessary markers indicating the Protected Strip or the position of the Apparatus Provided the same are not erected in such a position as to unreasonably affect the beneficial use of the Grantor's adjoining land.

(d) The right in exercising the Rights to make all necessary excavations and to tip soil on land immediately adjoining such excavations as shall be necessary or desirable in relation thereto

(e) The right of fencing or severing off such part of the Protected Strip from the adjoining and adjacent land of the Grantor as shall be necessary and for so long as may be necessary during the exercise of the Rights;

(f) The right of support for the Apparatus from the subjacent and adjacent land and soil including minerals of the Grantor;

## C: Charges Register continued

(g) The right to remove all or any trees and shrubs growing in the Protected Strip and any walls hedges and fences thereon."

The said Deed also contains the following covenants by the Grantor:-

"The Grantor to the intent that the burden of this covenant may run with the Protected Strip and so as to bind (so far as practicable) the same into whosoever hands the same may come and every part thereof and to benefit and protect the apparatus and undertaking of the Undertaker and each and every part thereof capable of being so benefited or protected but not so as to render the Grantor personally liable for any breach of covenant committed after the Grantor has parted with all interest in the land in respect of which such breach shall occur hereby covenants with the Undertaker to observe and perform the following covenants:

1. Not to use or permit or knowingly suffer to be used the Protected Strip or any adjoining or adjacent land of the Grantor for any purpose that may:

1.1 endanger injure or damage the Apparatus or render access thereto more difficult or expensive

1.2 adversely affect the quality of water or other matter therein or the free flow and passage thereof or means of communication along or through the same

2. Without prejudice to the generality of the foregoing:

2.1 not to erect construct or place any building wall or other structure or erection or work of any kind whether permanent or temporary PROVIDED ALWAYS that this covenant shall not be deemed to prevent the erection of boundary or other fences which are of an easily removable character

2.2 not to withdraw support from the Apparatus or from the Protected Strip

2.3 not to undertake or cause or permit to be undertaken any piling or percussive Works within the Protected Strip

2.4 not to alter the ground levels within the Protected Strip

2.5 not to plant or cause or permit to be planted any trees or shrubs in the Protected Strip

2.6 not to construct or lay or cause or permit construction or laying of any street road pipe duct or cable across the Apparatus at the angle of less than forty five degrees formed by the Apparatus and the street road pipe duct or cable PROVIDED that this prohibition shall not apply to an existing street road pipe duct or cable"

NOTE 1: "The Apparatus" means the foul and/or surface water sewers and any accessories thereto as defined by Section 219 of the Water Industry Act 1991 as are within the Protected Strip defined above

NOTE 2: The Protected Strip referred to above is shown hatched blue on the title plan so far as it affects the land in this title.

7 (03.06.2008) The parts of the land affected thereby are subject to the following rights granted by a lease of an electricity sub-station dated 6 May 1954 made between (1) The Mayor Aldermen and Burgesses of the County Borough of Bury and (2) The North Western Electricity Board for a term of 99 years from 1 March 1954:-

"TOGETHER with full right and liberty to place and during the continuance of the term hereby created to maintain a cable in the position indicated by a green line on the said plan such cable to be placed at a depth of at least four feet and also TOGETHER with full right and liberty to enter upon the land of the Corporation for the purpose of inspecting repairing and maintaining the said cable the lessee causing as little damage as possible in the exercise of the said

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## C: Charges Register continued

rights and liberties and paying full compensation for any damage  
thereby occasioned"

*NOTE:- Copy plan filed.*

End of register