



Official copy of register of title

Title number SYK369424

Edition date 07.02.2019

This official copy shows the entries on the register of title on 11 Feb 2019 at 09:45:00.

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 Feb 2019.

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 HM Land Registry Nottingham Office.

A: Property Register

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

SOUTH YORKSHIRE : BARNSELEY

- 1 (25.01.1979) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land lying to the South West of Barnsley Road, Dodworth.
- 2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 30 November 1978 made between (1) Edward John Thornely Taylor (Vendor) and (2) Barnsley Metropolitan Borough Council (Council):-

"TOGETHER WITH full and free right for the Council and its successors in title (in common with the Vendor and his successors in title and all other persons entitled to the like right) to make connections on the property hereby conveyed to and thereafter to use all drains sewers gas water and other pipes and electric wires and cables now laid or hereafter (but within a period of eighty years from the date hereof) to be laid in or under the adjoining or neighbouring property now or formerly of the Vendor to serve the property hereby conveyed (in common with the said adjoining property of the Vendor (RESERVING NEVERTHELESS Unto the Vendor and his successors in title the owner or owners for the time being of the adjoining and neighbouring land and to all others entitled to the like rights (in common with the Council and its successors in title) a full and free right to connect to and use all the drains sewers gas water and other pipes electric wires and cables now laid or hereafter to be laid in or under the property hereby conveyed or any part thereof with power for the Vendor and as aforesaid to enter into and under the property hereby conveyed to make lay or construct such drains sewers gas water or other pipes electric wires and cables the Vendor and such persons exercising such rights making good any damage here caused to the reasonable satisfaction of the Council."

- 3 The Conveyance dated 30 November 1978 referred to above contains the following provision:-

"IT is hereby agreed and declared that the Council shall not be entitled to any right of light or air to any buildings erected on the property hereby conveyed which would restrict or interfere with the free use of the adjoining land now or formerly belonging to the Vendor

A: Property Register continued

- for building or any other purpose."
- 4 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Transfer dated 17 December 1984 mferred to in the charges register:-
- "TOGETHER WITH the benefit of a right of way (in common with the Vendor and all other persons entitled thereto for all purposes for itself and all persons authorised by it between the said plot of land and Manchester Road aforesaid over the accessway (hereinafter called "the access road") coloured brown and part hatched black on the said plan BUT EXCEPT AND RESERVING unto the Vendor in fee simple full and free right of connection with and using all sewers drains pipes wires and cables now or within 80 years from the date hereof laid under the said plot of land to make lay repair cleanse and maintain any pipes or drains so that the person or persons entering shall make good all damage occasioned thereby."
- NOTE: Copy plan filed.
- 5 (08.05.1996) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 25 March 1996 referred to in the Charges Register.
- 6 (08.05.1996) The Transfer dated 25 March 1996 referred to above contains provisions excluding the operation of Rule 251 of the land Registration Rules 1925 as therein mentioned and provisions as to light or air.
- 7 (16.08.2007) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

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 (03.05.2000) PROPRIETOR: JAMES ANTHONY CAPOLONGO, WILLIAM DAVID CAPOLONGO and CARIN MARIA CAPOLONGO of 8 Chiswick Wharf, Pumping Station Road, London W4 2SR.
- 2 (03.05.2000) RESTRICTION: No disposition by a sole proprietor of the land (not being a trust corporation) under which capital money arises is to be registered except under an order of the registrar or of the Court.
- 3 (03.05.2000) A Deed dated 2 May 2000 made between (1) James Capolongo and Barbara Capolongo and (2) James Capolongo and others 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 A Conveyance of the land in this title and other land dated 30 November 1978 made between (1) Edward John Thornely Taylor (Vendor) and (2) Barnsley Metropolitan Borough Council (Council) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Transfer of the land in this title and other land dated 3 February 1982 made between (1) Barnsley Metropolitan Borough Council (Transferor) and (2) N E Eroda Machinery Limited (Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 By a Deed of Variation dated 19 February 1996 made between (1) Barnsley

C: Charges Register continued

Metropolitan Borough Council (Council) and (2) Wortley Developments Limited (Company) the covenants referred to in the Conveyance dated 3 February 1982 referred to above were expressed to be varied as set out in the Schedule hereto.

- 4 A Transfer of the land in this title and other land dated 17 December 1984 made between (1) N E Eroda Machinery Limited (Vendor) and (2) Wortley Developments Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 (08.05.1996) A Transfer of the land in this title dated 25 March 1996 made between (1) Wortley Developments Limited and (2) Norec Properties Limited contains restrictive covenants.

-NOTE: Original filed.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 30 November 1978 referred to in the Charges Register:-

"For the benefit and protection of the adjoining and neighbouring land now or formerly of the Vendor and each and every part thereof and so as to bind the property hereby conveyed into whosoever hands the same may come the Council hereby covenants with the Vendor and his successors in title that the Council and its successors in title will :-

(a) Not erect any building or structure on the property hereby conveyed or any part thereof except as shall be in accordance with plans of the intended development showing the position of the proposed drainage and vehicular and pedestrian accesses and details of materials to be used in and the elevational treatment of any buildings proposed to be erected on the property hereby conveyed as shall have been approved in writing by the Vendor or his agent prior to any development taking place

(b) Not to use all or any part of the proeprty hereby conveyed or any building for the time being erected thereon in any manner likely to be offensive objectionable or in any way detrimental to the Vendor other the owners or occupiers of the adjoining or neighbouring property provided that the use of the said property for any of the purposes permitted by classes (iv) and (x) as defined in the Schedule to the Town and Country Planning (Use Classes) Order 1973 shall not be precluded

(c) Shall within six months of the date of development of the property to the satisfaction of the Vendor or his Agent

(i) erect a brick wall using a brick of a substance and appearance satisfactory to the Vendor along the road frontage to the estate road shown on the said plan at the rear of the footway of a height not less than one foot above the footway level except where pedestrian and vehicular accesses shall be required

(d) not to erect or permit to be erected any building or buildings in front of the building line shwon on the plan annexed hereto without the previous consent in writing of the Vendor

(e) Construct at its own expense any vehicular crossing over the footway of the estate road shown on the said plan as may be required by the Local authority to carry out the proposed development of the property hereby conveyed

(f) Not to use the property hereby conveyed for the storing or accumulation of damaged disused or unserviceable vehicles vehicle parts of machinery and not do or suffer to be done on the property hereby conveyed anything which shall hving in any way an unsightly appearance to the property hereby conveyed."

NOTE: No road marked "estate road" and line marked building line referred to were shown on the Conveyance Plan.

Schedule of restrictive covenants continued

- 2 The following are details of the covenants contained in the Transfer dated 3 February 1982 referred to in the Charges Register:-

"The Transferee hereby covenants with the Transferor for the benefit of the remainder of the land comprised in the above mentioned Industrial Estate to observe and perform the restrictive stipulations specified in the Schedule hereto

THE SCHEDULE

(a) To commence and complete on the property within three years of the date hereof a building in accordance with the scheme the designs and specification of which shall first be approved in writing by the Transferor In the event of (i) the said building not being completed in accordance with this clause or (ii) the Transferee wishing to dispose of the Property before completion of the said building the Transferee shall offer in writing to re-sell the Property to the Transferor and the Transferor shall have the right to acquire the same at market value the amount to be agreed between the parties hereto and in default of agreement to be referred to arbitration in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force

(b) Execute on the Property all works necessary for retaining the Property or any part thereof or any adjoining land to the satisfaction of the Transferor in the event of the existing levels of the property or any part thereof being raised above or lowered below those of any adjoining land for any development on the Property or user thereof and also execute on the Property any works necessary to maintain the above works in good condition to the like satisfaction

(c) To bear the cost of removal diversion stopping up or cutting off of any mains services sewers cables and associated equipment in on over or under the Property or outside the Property where such removal diversion stopping up or cutting off is necessary to secure the development and use of the Property and access thereto or egress therefrom

(d) Not to make or use any access to the Property whether for persons on foot or vehicles or otherwise except at a point or points approved by the Transferor and the Highway Authority

(e) To obtain all necessary planning building regulations and other statutory consents which may be required in connection with the development of the Property

(f) To use the property for all industrial and ancillary purposes and warehousing purposes only

(g) To dispose of all materials on the land and any that may be excavated on development in a proper manner and not on any other land of the Transferor

(h) To make adequate arrangements for the disposal of all surface and foul water from the Property."

- 3 The following are details of the covenants contained in the Transfer dated 17 December 1984 referred to in the Charges Register:-

"The Purchaser with the intent and so as to bind (so far as practicable) the said plot of land into whosoever hands the same may come and to benefit and protect the remaining part of the land in Title No SYK89191 belonging to the Vendor (hereinafter called "the retained land") or any part thereof hereby covenants with the Vendor that it the Purchaser and its successors in title will at all times hereafter observe and perform the stipulations and restrictions following :-

(iv) Will not cause or permit any obstruction of the access road."

- 4 The following are details of the covenants contained in the Deed dated 19 February 1996 referred to in the Charges Register:-

"In consideration of the covenant by the Company hereinafter contained

Schedule of restrictive covenants continued

the Council (but only to the extent to which they have power to do so) hereby release the Company and its successors in title and the company's land and every part thereof from the covenant so far as the same is subsisting and capable of being enforced.

2. The Company hereby covenants with the Council to the intent that the burden shall run with and bind the Company's land and every part thereof that the Company and its successors in title will observe and perform the covenant contained in the Second Schedule hereto.

THE FIRST SCHEDULE

To use the property for industrial and ancillary purposes and warehousing purposes only

THE SECOND SCHEDULE

Not to use the property and any buildings erected thereon for any other purpose than those contained with in Classes B1 B2 and B8 of the Town and Country Planning (Use Classes) Order 1987 or any statutory modification thereof."

NOTE: The covenant varied is that referred to in the First Schedule above.

End of register