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

TITLE NUMBER: LT175404

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.

LEICESTERSHIRE : NORTH WEST LEICESTERSHIRE

- 1 (16.06.1986) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Snibston Discovery Park, Ashby Road, Coalville (LE67 3LN).
- 2 The mines and minerals together with ancillary powers of working are excepted.
- 3 The Conveyance dated 27 March 1986 referred to in the Charges Register is expressed to grant the following right:-

"TOGETHER WITH the right of way set out in the Second Schedule

SECOND SCHEDULE

Right of Way granted to the Council

The right (in common with the Board its servants Agents Licensees and all other persons entitled to a like right) with or without vehicles so far as may be necessary to ingress to and egress from the Property over and along the access road coloured brown on the plan ("the Access Road") or along such other access road the exact route to be agreed by the parties hereto and the approximate position of which is indicated on the plan and such Road to be constructed to the standard of the Highways Authority by the Council at its own cost) SUBJECT TO the Council paying a proportion of the expense incurred by the Board in repairing rebuilding cleansing and maintaining the Access Road as provided in the Fifth Schedule PROVIDED ALWAYS THAT during the continuance of the Lease between the Board and the Council referred to in Part III of the Fourth Schedule the Council shall not exercise the rights set out in this Schedule without the prior approval of the Colliery Manager

FOURTH SCHEDULE

III

Lease to which the Property is sold subject to and with the benefit of

Date	Parties	Term	Rent
11.4.1979	The Council (1) The Board (2)	2 years from the date hereof"	£11,023 p.a.

NOTE: The access road coloured brown referred to is tinted brown on the filed plan.

- 4 The Conveyance dated 27 March 1986 referred to in the Charges Register contains the following exceptions and reservations:-

"EXCEPTING AND RESERVING to the Board as set out in the Third Schedule

A: Property Register continued

THIRD SCHEDULE

Exceptions and Reservations in Favour of the Board

I

All interests of the Board in any mines (other than the shafts) beds and seams of coal and other minerals (so far as the other minerals are not now vested in the Board's predecessors in title) in or under the Property with all necessary rights powers and easements for searching for winning working getting and carrying away by underground operations the said coal and other minerals and any other coal or other minerals in which the Board has any interest including the right to drive occupy and use roadways and other works in the strata under and adjacent to the Property and also under and adjacent to the shafts or in or through the shafts and any fillings thereof without any obligation to leave subjacent or lateral support for the shafts or for the fillings caps or plugs thereof or for any building structure or works erected or placed in or over the same and the right to let down the surface of the Property and any building structure or works now or hereafter erected constructed or placed on or in the Property and except as provided by the Coal Mining (Subsidence) Act 1957 the Board shall not be liable to make good or pay compensation for any damage or loss whatsoever caused directly or indirectly by any mining or other operations in under or adjacent to the Property carried out by the Board or any other person whether before or on or after the date hereof

II

All coal and other minerals (so far as the same are not now vested in the Board's predecessors in title) colliery waste and red shale now lying in or on the property

III

Full and free right for the Board and its respective servants and agents and all other persons authorised by it to enter upon the Property to inspect the tip comprised in the Property and to carry out and perform in on or in the vicinity of the Property all of such works and operations as are in any way relevant to the performance in relation to the said tip of the obligations imposed upon the Board and its servants by Part I of the Mines and Quarries (Tips) Act 1969 (hereinafter called "the Tips Act" which expression where appropriate shall include statutory modification replacement or re-enactment thereof) and the regulations made or to be made thereunder PROVIDED that the right and liberty by this clause reserved shall cease to have effect from the date of the making of an Order under Section 2(3)(b) of the Tips Act in respect of the tip comprised in the Property

IV

A right of way for the Board its Servants Agents and Licensees (in common with the Council and all other persons entitled to the like right) at all times and for all purposes with or without vehicles to use the existing roadway (in its existing condition) adjoining the boundary of the property through the gate at the point marked "G" on the plan to the point marked "D" on the plan the Board paying the Council a fair and proportionate part of maintaining the same according to user

V

(1) The right to the free passage and running of water soil gas electricity and other services from and to any adjoining or neighbouring land of the Board through the property through and along the service installations which now or hereafter may serve the Property and the retained land together with all easements rights and privileges over the Property necessary and proper for inspecting cleaning repairing and reinstating the same

(2) The right for the Board and any appropriate County and District Council Electricity Board and other Statutory or Public Authority or Undertaker and their respective servants agents and licensees to enter

A: Property Register continued

upon the Property on giving reasonable notice for (except in the case of emergency) the purpose of laying making inspecting cleaning repairing maintaining and reinstating any Service Installations for the use of any adjoining or neighbouring land of the Board and to connect to the same and to use any Service Installations on or under the Property but so that the persons so entering and carrying out any such work shall at their own cost forthwith make good all damage thereby occasioned and shall restore the Property to its former condition

(3) Full and free right to use the Board's adjoining or neighbouring land for building and any other purposes notwithstanding that any buildings or other erections built or to be built or erected thereon may interfere with the access of light and air to the Property

(4) All easements quasi-easements liberties privileges rights and advantages now or heretofore occupied or enjoyed by any adjoining or neighbouring land of the Board over or in respect of the Property and which would be implied by statute or by reason of severance in favour of a purchaser of any adjoining or neighbouring land of the Board if the same had been conveyed to such Purchaser and the Property had been retained by the Board."

NOTE: The points G and D referred to have been reproduced on the filed plan and the shafts referred to are marked X, Y and Z in blue on the filed plan.

- 5 (12.05.2009) The mauve tinting on the title plan is no longer of any significance and should be ignored since the entry in the register which gave rise to this reference has been cancelled.
- 6 (03.01.2013) The reference edged and numbered 1 and 2 in yellow on the title plan is no longer of any significance and should be ignored since the entry in the register which gave rise to this reference has been cancelled.

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 (16.06.1986) PROPRIETOR: THE LEICESTERSHIRE COUNTY COUNCIL of County Hall, Glenfield, Leicestershire. LE3 8RA.

C: Charges Register

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

- 1 A Conveyance of the land tinted blue on the filed plan dated 7 July 1923 made between (1) The Chaplains and Poor of the Hospital of William Wyggeston (Chaplains and Poor) and (2) The South Leicestershire Colliery Company Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance of the land tinted pink and hatched blue on the filed plan and other land dated 14 December 1938 made between (1) The Chaplains and Poor of the Hospital of William Wyggeston in the City of Leicester (Vendors) and (2) The South Leicestershire Colliery Company Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 A Conveyance of the land in this title and other land dated 27 March 1986 made between (1) National Coal Board (Board) and (2) Leicestershire County Council (Council) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

C: Charges Register continued

- 4 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 7 July 1923 referred to in the Charges Register:-

"The Purchasers for themselves and their successors and assigns hereby covenant with the Chaplains and Poor their successors and assigns that they the Purchasers

shall not nor will use the said piece of land hereby conveyed for the purpose of a dumping pit waste or any other purpose which in the opinion of the said Surveyors shall be offensive or a nuisance to the Chaplains and Poor their successors and assigns or other adjoining owners."

- 2 The following are details of the covenants contained in the Conveyance dated 14 December 1938 referred to in the Charges Register:-

FOR THE BENEFIT of the adjoining lands now forming part of the estate of the Vendors and to the intent that this covenant shall so far as the law will permit run with the said premises and be binding upon the owner or owners into whosoever hands the same may come the Purchasers hereby covenant with the vendors that they will observe and perform the conditions and stipulations set out in the Fifth Schedule hereto

The Fifth Schedule above referred to

If at any time hereafter during the lives of the issue now living of His Majesty King George IV and the last survivor of them and 21 years after the death of such survivor the strip of land not exceeding 35 feet in width hatched red on the said plan forming parts of enclosures numbered 98 268 269 and 270 and abutting upon the occupation road hereinbefore mentioned shall be required by the Vendors for the purpose of the formation of a new street and the Vendors shall give to the Purchasers a notice in writing in that behalf the Purchasers shall give up the said strip of land accordingly and the Purchasers shall on demand pay to the Vendors one half of the cost (as certified by the Vendors' Surveyors) of constructing and kerbing the carriage way of such new street and the sewers thereunder in accordance with the requirements of the Local Authority and of maintaining the same in repair until adopted and the repair thereof undertaken by the Local Authority.

NOTE: The land hatched red referred to is hatched blue on the filed plan.

- 3 The following are details of the covenants contained in the Conveyance dated 27 March 1986 referred to in the Charges Register:-

"THE Council hereby covenants with the Board to the intent and so as to bind (so far as practicable) the Property or any part or parts thereof into whosoever hands the same may come and to benefit and protect any mines and minerals in which the Board has any interest and which provide subjacent or lateral support for the Property or any part or parts thereof but not so as to render the Council personally liable in damages for any breach of covenant committed after it shall have parted with all interest in the Property in respect of which such breach shall occur that no new building structure or works and no addition to any existing building structure or works shall at any time be erected constructed or placed on or in the Property or any part or parts thereof except in accordance with plans and specifications previously approved in writing by the Board but such approval shall not be withheld unless the design layout or method of construction of such new or additional building structure or works or the materials to be used in the construction thereof do not conform to the reasonable requirements of the Board for minimising damage by subsidence PROVIDED that if any dispute shall arise between the Board and the Council as to whether such approval as aforesaid has been properly withheld such

Schedule of restrictive covenants continued

dispute shall in default of agreement be referred to the arbitration of a single arbitrator appointed by the Board and the Council or in default of agreement on such appointment of two arbitrators one to be appointed by each party subject to and in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof

(A) THE Council hereby covenants with the Board at all times hereafter to discharge any duty imposed on the Board in relation to the shafts whether at Common law or by subsection (1) of Section 151 of the Mines and Quarries Act 1954 or any statutory modification of re-enactment thereof for the time being in force and to fulfil all obligations imposed in relation to the shafts as to safety or otherwise which have effect by virtue of any Act of Parliament (except such obligations as are imposed on the Board by the Coal Mining (Subsidence) Act 1957 or any other legislation relating to subsidence damage for the time being in force) and to keep the Board indemnified against all actions costs claims and demands which arise in consequence of failure to discharge the duty or fulfil the obligations aforesaid

(B) The Council hereby covenants with the Board to the intent and so as to bind (so far as practicable) the shafts and the land (hereinafter called "the land") within a distance of Forty feet from the centre of each of the shafts at surface level and any part or parts thereof into whosoever hands the same may come and to benefit and protect any mines and minerals in which the Board has any interest and which provide subjacent or lateral support for the shafts or the land or any part or parts thereof as follows:-

1. Not at any time hereafter without the Board's consent in writing and without obtaining written approval to its plans specifications elevations and drawings to use or permit the shafts and the land to be used for any purpose nor carry out any works of alterations demolition or construction therein or thereon

2. Not at any time hereafter to deposit any matter in or fill in the shafts except in accordance with directions in writing given by the Board and not to deposit therein any effluent or noxious matter or thing likely to affect injuriously any water supply or which may cause a nuisance damage or annoyance or be harmful to property or persons in the neighbourhood or which by its nature could impede or interfere with any of the workings of the Board or result in the sterilisation of coal

(3) If at any time the land shall be cleared of buildings and permanent structures then the Council will forthwith at its own expense in accordance with plans specifications elevations and drawings approved by the Board fully and permanently cap the shafts

(C) THE Council hereby covenants further with the Board

(1) Not to dispose of the shafts or the land or grant any interest therein to any person or body or persons corporate or unincorporate or permit any person or persons as aforesaid to occupy or use the shafts or the land without obtaining from such person or persons covenants in favour of the Board in the terms of the covenants imposed on the Council by virtue of these clauses

(2) to ensure that the Board is made a party to any disposition or grant referred to in item (1) above for the purpose of taking the benefit of covenants in its favour that the Board is without the cost to it furnished with a duly stamped duplicate executed by the covenantor of any instrument giving effect to any such disposition or grant such duplicate instrument being supplied to the Board within six weeks of the date of execution thereof Provided that the Board shall not be called upon to execute any such instrument

III

THE Council hereby covenants with the Board for the benefit and protection of any adjoining or neighbouring land of the Board or any part or parts thereof and so as to bind so far as may be practicable the Property into whosoever hands the same may come that the Council will at all times hereafter observe and perform the matters which are

Schedule of restrictive covenants continued

set out in the Fifth Schedule

FIFTH SCHEDULE Covenants on behalf of the Council

I To maintain the existing fences hedges and walls bounding the property to the satisfaction of the Board's South Midlands Area Estate Manager so far as the same where heretofore the Board's responsibility

II To erect and thereafter forever maintain good and sufficient fences of a type to be approved by the Board's South Midlands Area Estate Manager between the boundaries of the Property marked "A" and "B" "B" and "C" "D" and "E" "E" and "F" on the plan and also to erect and thereafter maintain a gate at the point marked "G" on the plan to the satisfaction of the Board's South Midlands Area Estate Manager

III Not to use the tip and that part of the Property coloured purple on the plan for any use other than for recreational purposes

IV To pay to the Board on demand a reasonable proportion (according to user) of the expense incurred by the Board in repairing rebuilding cleansing and maintaining the Access Road (or any alternative Access Road constructed by the Purchaser in accordance with the Second Schedule) such proportion in the case of dispute shall be conclusively determined by the Board's South Midlands Area Estate Manager

V Not without the previous consent in writing of the Board to extract or remove or cause or permit or suffer to be extracted or removed any material from any tip situated on the Property PROVIDED that the Council may make use of any such material in connection with the reclamation or landscaping of the Property

VI to maintain the existing roadway referred to in the Third Schedule in good repair and condition

VII To keep the Board indemnified against any expenditure the Board is required to incur by reason of action taken by a Local Authority under Part II of the Tips Act or under any statutory instrument in relation to any tip situated on the Property

VIII Not to do or suffer to be done in on or in the vicinity of the Property any action in contravention of any of the provisions of the Tips Act or the regulations made or to be made thereunder and to comply with any direction given by the Board with the object of ensuring compliance with the said provisions and to indemnify and keep indemnified the Board and its servants Agents and Licensees from and against any claims losses costs charges demands actions and all other liabilities arising out of any such contravention of any of the said provisions PROVIDED that the covenant contained in this clause shall not be enforced in relation to any act or event which may take place after the date of the making of any order in respect of the tips comprised in the Property under Section 2(3) (b) of the Tips Act

IX To take all reasonable precautions to ensure that any works carried out on the Property will not constitute any danger to members of the public by reason of causing any tip or part of a tip on or in the vicinity of the Property to become unstable

X Not to dispose of the property coloured purple on the plan or grant any interest therein to any person or body of persons corporate or incorporate or permit any person or persons as aforesaid to occupy or use the purpose land without obtaining from such person or persons covenants in favour of the Board in the terms of the covenants set out in clause V and XI of this Schedule and in order to ensure the Board is made a party to the disposition or grant referred to above to make the Board a party to any disposition or grant and to comply with Clause 211 C of this Conveyance

XI The Council hereby covenants to indemnify the Board and its servants agents or licensees against all losses costs charges claims demands damages actions and all other liabilities arising in connection with any statutory duty or liability imposed on the Board its servants agents or licensees in relation to the property and Section 18 of the

Title number LT175404

Schedule of restrictive covenants continued

Clean Air Act 1956 or any statutory modification or reenactment thereof."

NOTE 1: The points A, B, C and D referred to have been reproduced on the filed plan and the shafts referred to are marked X, Y and Z in blue on the filed plan

NOTE 2: Copy Conveyance plan filed.

Schedule of notices of leases

1	03.08.2009	Padmount Transformer at Snibston Discovery Park	19.07.2000 21 years from 19/07/2000	LT422614
2	14.02.2012 Edged blue	Land on the north east side of 2 Jackson Street, Coalville	11.10.2011 10 years from and including 1.5.2011	LT442154

End of register



