

SCHEDULE 33

Title Defects

This is Schedule 33 comprising Title Defects referred to in the Project Agreement for the provision of waste services to Cumbria

between

CUMBRIA COUNTY COUNCIL

and

SHANKS CUMBRIA LIMITED



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SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

List of Title Deeds relating to Ambleside

1. Official copies entry and plan in respect of title number CU211282.
2. Deed dated 20 January 1998 between (1) Cumbria County Council (2) Charles Richard Black and William Gordon Haddow.
3. Deed dated 8 December 1999 between (1) South Lakeland District Council and (2) Cumbria County Council.
4. Lease dated 19 October 1984 between (1) Cumbria County Council and (2) The English Industrial Estates Corporation.
5. Lease dated 31 January 1990 between (1) Cumbria County Council and (2) Messrs. Black and Haddow.
6. Lease dated 13 February 1990 between (1) Cumbria County Council and (2) Hawkshead Sportswear Limited.
7. Lease dated 1 February 1991 between (1) Cumbria County Council and (2) Ernest Francis Randolph Ireland.
8. Lease dated 1 September 1991 between (1) Cumbria County Council and (2) C.E.T Huddleston Esq.
9. Lease dated 28 November 1991 between (1) Cumbria County Council and (2) Lake District Special Planning Board.
10. Lease dated 14 January 1994 between (1) Cumbria County Council and (2) John E. Adams (Building Contractor) Limited.
11. Planning permission reference number 7/91/5192.
12. Planning reference 3/AA2 - The Lake District Special Planning Board (Advertisements Areas of Special Control) Order 1979.
13. Planning reference 7/88/5207 - Granted under Section 29 of the Town & Country Planning Act 1971 (warehouse forming extension to existing warehouse and offices).
14. Planning reference 7/08/5422 - Granted under S.70 of the Town & Country Planning Act 1990 (Erection of eight lighting columns).
15. Planning reference 7/1991/5192 - Developments: Civic Amenity facility dated 11/06/1991.
16. Building Regulations - 2050194 - Extension to business unit - Rothay Road Industrial Estate - Resubmission - Conditional Approval - 06/04/05. Completion Certificate Issued.
17. Building Regulations - 2930385 - Erection of 2 light industrial units - Corner Site, Rothay Holme - Full Plans - Conditional Approval - 17/06/93.
18. Letter dated 14 February 1968 from Lancashire River Authority.

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

Title Defects - Ambleside

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1	The land comprising Rothay Road Industrial Estate (and therefore the Property) was formerly copyhold of the Manor of Ambleside. The mines and minerals and rights are excepted from the registration of title number CU211382 as a consequence of the enfranchisement of the land.
1	The Property and other land registered under title CU211382 was conveyed by a conveyance dated 2 December 1897 made between (1) Godfrey Rhodes (2) George Edward Moser, Edward Branthwaite Moser and Joseph George Atkinson Branthwaite and (3) the Ambleside Urban District Council subject to such rights of way (if any) as existed at the time. Such rights were expressed to be reserved over the whole or any part of what is now the Rothay Road Industrial Estate and as such would affect the Property, however, the Authority has stated that it has no record of any such rights being exercised over the Property.
1	A transfer dated 23 January 2006 between (1) South Lakelands District Council and (2) Myra Lynne Huddlestone reserved such easements quasi easements, privileges and advantages whatsoever with regard to way, water, drainage, electricity, support, shelter, light, air or otherwise, as enjoyed over the adjoining and neighbouring property for the benefit of the land registered under title CU217267 (shown edged green on the title plan of title CU211382). The Property is subject to such rights. The Authority have stated that they have no further information in relation to any such rights affecting the Property.
-	Although not noted on the title, the Authority has provided a copy of a Wayleave agreement in favour of North Western Electricity Board (“the Board”) relating to works in connection with poles, stays supporting high voltage overhead electricity wires and high voltage underground electricity cables. The Wayleave agreement grants the Board rights across the Rothay Road Industrial Estate (which includes the Property) to enter at all reasonable times to use, maintain, repair, renew, inspect and remove the works. The Board is under an obligation to maintain and keep such works in good repair and condition and is under the usual obligations not to impede the free and uninterrupted user of any buildings or property on the industrial estate.
-	A letter dated 14 February 1968 from Lancashire River Authority (“LRA”) is not noted on the title; however it appears to bind the Property. The letter relates to the construction of a permanent water level recorder which adjoins the river Rothay and lies to the north of the Property. The letter states that it was intended that a lease be entered into between the respective parties as the LRA required a right of way across the industrial estate as shown by a brown line on plan 4. The Authority agreed that the LRA may have such a right of way but wished to reserve a right for the Authority to terminate or amend the agreement at any time and subject to such access through the Authority’s land being used only for regular chart changing during normal working hours. This grant of such right of way is documented solely by means of the letter. The Authority has stated that access is no longer required along the route shown coloured brown on plan 4 to the certificate because there is now a footpath along the river bank.
1	Rothay Road Industrial Estate is subject to a number of leases granting rights to a

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	<p>number of third parties. As regards the Property, the leases grant to the respective tenants under the leases the free passage and running of water, soil, gas, electricity and other services to and from the relevant premises in or through pipes under adjoining land of the landlord although we are not able to ascertain whether the pipes are laid under the Property and the Authority is unable to confirm this. In addition, a number of these leases grant rights of way over a roadway which could affect the Property.</p>
1	<p>Furthermore, a number of leases permit the tenants under the relevant leases the right at any time (upon reasonable written notice except in an emergency) to enter upon the adjoining land of the landlord for the purpose of connecting to, and maintaining, repairing and renewing water, soil, gas, electricity and other services, subject to the tenants causing as little damage as possible and making good any damage caused. These rights are subject to a proviso whereby nothing contained or implied in each of the Leases give the respective tenant the benefit of or the right to enforce or prevent the release or modification of any covenant, agreement or condition entered into by any tenant of the landlord in respect of any property which is not comprised in the relevant Lease.</p>
1	<p>To the extent that it is not already a Title Defect under the preceding two paragraphs, such matters as may be contained in the lease dated 1 November 1991 registered under title CU182088 which have an adverse effect on the ability of the Contractor to perform its obligations under this Agreement.</p>
	<p>Such overriding interests listed in Schedule 3 of the Land Registration Act 2002 ("Unregistered interests which override registered dispositions") as may have an adverse effect on the ability of the Contractor to perform its obligations under this Agreement or the Lease of Ambleside BUT EXCLUDING:-</p> <ol style="list-style-type: none"> <li data-bbox="320 1211 1445 1480">(1) any matters as were revealed by such local land charges search or searches, local authority search or searches (together with optional enquiries), drainage and water enquiries of the relevant water service company, coal mining search or searches, enquiries of the relevant local highways authority and utility search reports of the relevant electricity supplier carried out on or prior to the date of this Agreement by the Contractor's solicitors or which would have been apparent from such searches and enquiries on or prior to the date of this Agreement; <li data-bbox="320 1514 1445 1581">(2) such matters as would have been obvious on a reasonably careful inspection of the Property on or prior to the date of this Agreement; <li data-bbox="320 1615 1445 1711">(3) any overriding interests as have been disclosed in written Replies to Enquiries Before Contract by the Authority given to the Contractor's solicitors prior to the date of this Agreement.

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

List of Title Deeds relating to Barrow-in-Furness

1. Office copies of title CU30959 and title plan.
2. Land Registry official copy of a transfer dated 21 December 2001 made between (1) Cumbria County Council and (2) Scarborough Development Company Limited.
3. Land Registry official copy plan annexed to a transfer dated 22 April 1996 made between (1) Cumbria County Council and (2) The Secretary of State for Transport.
4. Copy agreement made pursuant to section 18 of the Public Health Act 1936 dated 3 May 1990 made between (1) North West Water Limited and (2) Cumbria County Council.
5. Copy indenture dated 21 October 1921 made between (1) The Furness Railway Company and (2) The Barrow Haematite Steel Company Limited.
6. Land Registry official copies of an underlease dated 8 October 1997 made between (1) Cumbria County Council and (2) Caird Environmental Limited.
7. Copy headlease dated 13 November 1987 made between (1) The Council of the Borough of Barrow-in-Furness and (2) Cumbria County Council.
8. Planning permission reference 6/90/0080 dated 28 March 1990.
9. Planning permission reference 6/90/0987 dated 28 November 1990.
10. Planning permission reference 6/01/9008 dated 28 September 2001.
11. Planning permission reference 6/08/9009 dated 08 July 2008.
12. Planning permission reference 6/08/9011 dated 17 September 2008.
13. Planning permission reference 6/08/9016 dated 15 January 2009.

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

Title Defects - Barrow-in-Furness

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1.	The exclusion of mines and minerals and any ancillary powers of working from the registration of title CU30959.
1.	All rights (if any) of way, water, light, air, drainage and any other easements, rights, agreements, declarations, covenants and privileges, cables, gas mains, telecommunication lines and cables affecting the same or to any subsisting liability to repair walls, fences, roads or streets reserved for the transferor pursuant to a conveyance dated 29 September 1987 made between (1) British Steel Corporation and (2) The Council of the Borough of Barrow-in-Furness.
2.	A right for the benefit of the land transferred to enter onto land including the Property as shall be reasonably necessary at all times with or without common machinery and cars, vans and lorries for the purposes of constructing the road referred to the transfer.
2.	A right in common with all others to having like right to transmit the usual services through all conducting media then or in the future to be laid in or under land including the Property.
2.	A right at all reasonable times (but at all times in case of emergency) with all necessary materials and equipment to enter upon land (including the Property) as shall be necessary in order to inspect, decorate, cleanse, maintain, repair and renew such land thereby transferred and any structure from time to time constructed on such land and any conducting media from time to time serving the same.
6.	A right for the tenant and all persons expressly or by implication authorised by it to pass and repass to and from the premises thereby demised at all times with or without vehicles of any description for all purposes connecting with the use and enjoyment of the premises thereby demised over and on the roads and footpaths across land including the Property.
6.	A right for the benefit of the land thereby demised of free passage and running of water, soil, gas, electricity and other supplies to and from the premises thereby demised in and through the pipes which serve the premises thereby demised in, on, through or under other land including the Property.
7.	A right of forfeiture by re-entry for the benefit of the landlord to the extent that the right of forfeiture arises other than as a result of a breach by the Contractor of its obligations under the Project Agreement and/or the Lease of the Property.
-	Such overriding interests listed in Schedule 3 of the Land Registration Act 2002 ("Unregistered interests which override registered dispositions") as may have an adverse effect on the ability of the Contractor to perform its obligations under this Agreement or the Lease of Barrow Civic Amenity Site BUT EXCLUDING:- (1) any matters as were revealed by such local land charges search or searches, local authority search or searches (together with optional enquiries), drainage and water enquiries of the relevant water service company, coal mining search or searches, enquiries of the relevant local highways authority and utility

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	<p>search reports of the relevant electricity supplier carried out on or prior to the date of this Agreement by the Contractor's solicitors or which would have been apparent from such searches and enquiries on or prior to the date of this Agreement;</p> <p>(2) such matters as would have been obvious on a reasonably careful inspection of the Property on or prior to the date of this Agreement;</p> <p>(3) any overriding interests as have been disclosed in written Replies to Enquiries Before Contract by the Authority given to the Contractor's solicitors prior to the date of this Agreement.</p>

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

List of Title Deeds relating to Brampton

1. Official copies of title CU238021 and title plan.
2. Official copies of title CU169286 and title plan.
3. Land Registry official copy of transfer form TP1 dated 10 April 2008 and made between Hughie Stalker Gerald Stalker Frances Mabel Stalker Karen Margaret Stalker (1) Cumbria County Council (2).
4. Land Registry official copy of the deed of release dated 13 August 2001 and made between Cumbria County Council (1) and Stalkers Transport Services Limited (2).
5. Land Registry official copy of conveyance dated 16 June 1977 and made between Cumbria County Council (1) and Vastoberg Limited (2).
6. Land Registry official copy of the deed of grant dated 17 December 1979 and made between Joseph Storey (1) Barclays Bank Limited (2) and North West Water Authority (3).
7. Land Registry official copy of transfer form TP1 dated 3 October 2002 and made between Stalkers Transport Services Limited (1) and Hughie Stalker Gerald Stalker and Standard Life Trustee Company Limited (2).
8. Land Registry official copy of the deed of grant dated 27 October 2003 and made between Hughie Stalker Gerald Stalker Frances Mabel Stalker and Karen Margaret Stalker (1) The Royal Bank of Scotland Plc (2) and United Utilities Electricity PLC (3).
9. Planning Permission reference 1/07/9021 and dated 20 December 2007.

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

Title Defects - Brampton

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1.	The exclusion of mines and minerals and the powers of working the same.
3.(a)	The right in favour of the transferor to enter the Property in order to construct the Service Installations as therein set out. This will operate as a Title Defect for a period ending on the date two years after the completion of the last of any development on any such adjoining property of the transferor.
(b)	The right to pass and run services through the Service Installations in on over or under the Property.
(c)	The right to enter the Property for constructing repairing servicing etc the buildings and boundary structures on the Retained Land, the Estate Roads and Service Installations and for complying with covenants by the transferor. This will operate as a Title Defect for a period ending on the date two years after the completion of the last of any development on any such adjoining property of the transferor.
(f)	The covenants and conditions contained in Title CU169286.
-	<p>Such overriding interests listed in Schedule 3 of the Land Registration Act 2002 ("Unregistered interests which override registered dispositions") as may have an adverse effect on the ability of the Contractor to perform its obligations under this Agreement or the Lease of Brampton BUT EXCLUDING:-</p> <ol style="list-style-type: none">(1) any matters as were revealed by such local land charges search or searches, local authority search or searches (together with optional enquiries), drainage and water enquiries of the relevant water service company, coal mining search or searches, enquiries of the relevant local highways authority and utility search reports of the relevant electricity supplier carried out on or prior to the date of this Agreement by the Contractor's solicitors or which would have been apparent from such searches and enquiries on or prior to the date of this Agreement;(2) such matters as would have been obvious on a reasonably careful inspection of the Property on or prior to the date of this Agreement;(3) any overriding interests as have been disclosed in written Replies to Enquiries Before Contract by the Authority given to the Contractor's solicitors prior to the date of this Agreement.

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

List of Title Deeds relating to Carlisle

1. Official copies entry and plan in respect of title number CU101602.
2. Official copy entry and plan in respect of title number CU101603.
3. Transfer dated 31 December 1993 and made between (1) British Gas Plc and (2) Cumbria Country Council.
4. Deed of Lease dated 23 December 1993 and made between (1) The Council of the City of Carlisle and (2) Cumbria County Council.
5. Lease dated 22 March 1995 and made between (1) Cumbria County Council and (2) British Gas Plc.
6. Planning Permission reference number 1/93/9026 and dated 14 December 1993.
7. Planning Permission reference number 1/06/9011 and dated 6 September 2006.
8. Planning Permission reference number 08/9036/CTY and dated 26/01/2009.

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

Title Defects - Carlisle

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3.	All rights of light or air now used or enjoyed by the Retained Land (as defined in the Transfer dated 31 December 1993 and made between (1) British Gas Plc and (2) Cumbria Country Council).
3.	All rights of support as may be necessary so as to ensure the stability of the said Retained Land and any buildings, erections or equipment on such Retained Land.
3.	The right for British Gas Plc and all persons expressly or by implication authorised by British Gas Plc to pass for all purposes connected with the use and enjoyment of the Retained Land over and along the land shown coloured brown on the Plan attached to the said transfer dated 31 December 1993.
3.	Where, notwithstanding that the Property is operated in accordance with the Permitted Use under the terms of the Lease of Carlisle and with the terms of the Project Agreement, a beneficiary of the covenant in the said 31 December 1993 transfer not to do or suffer to be done on Parcel 1 anything which may be or grow to be a nuisance or annoyance to British Gas Plc or its successors in title or any other owners of adjoining or neighbouring land successfully enforces the covenant resulting in disruption to the operation of the Property.
4.	Under the headlease dated 23 December 1993 and made between (1) The Council of the City of Carlisle (“the Superior Landlord”) and (2) Cumbria County Council (“the Tenant”) the Superior Landlord has the right of free passage of conduits from and to any adjoining or neighbouring buildings and land in or under the Property and a right to connect into the same, subject to making good and repairing all damage and carrying out any works or repairs.
4.	The Superior Landlord has the right under the 1993 headlease to enter onto the Property to inspect or expeditiously carry out any works to any conduits at the Superior Landlord’s expense, subject to making good any damage to the reasonable satisfaction of the Tenant and subject to compensating the Tenant for any disturbance caused except where such works are necessary as a result of any act, neglect or default of the Tenant.
4	Clause 2(14) of the 1993 headlease requires the consent of the Superior Landlord to an assignment transfer underletting or parting with the possession of the demised premises or any part thereof, not to be unreasonably withheld or delayed. Consent is not required to a sub-lease to any company or authority which operates or undertakes the management of the Civic Amenity Site. It shall be a Title Defect in the event that the Contractor seeks to assign the Lease of Carlisle or allow a Contractor Related Party to occupy the Property in either case in accordance with the terms of the Lease of Carlisle but the Superior Landlord withholds consent.
-	In respect of lighting installed at the Property in 2006, the Authority has stated that it does not know whether planning permission was required for its installation. It shall be a Title Defect in the event that planning permission was required and the operation of the Property in accordance with the Permitted Use is impaired as a result of the lack of the necessary planning permission provided that the Contractor

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	in all other respects complies with any obligations upon its part in the Project Agreement to obtain planning permission for the use of the lighting.
-	<p>Such overriding interests listed in Schedule 3 of the Land Registration Act 2002 ("Unregistered interests which override registered dispositions") as may have an adverse effect on the ability of the Contractor to perform its obligations under this Agreement or the Lease of Carlisle BUT EXCLUDING:-</p> <ol style="list-style-type: none"> <li data-bbox="347 524 1445 792">(1) any matters as were revealed by such local land charges search or searches, local authority search or searches (together with optional enquiries), drainage and water enquiries of the relevant water service company, coal mining search or searches, enquiries of the relevant local highways authority and utility search reports of the relevant electricity supplier carried out on or prior to the date of this Agreement by the Contractor's solicitors or which would have been apparent from such searches and enquiries on or prior to the date of this Agreement; <li data-bbox="347 826 1445 893">(2) such matters as would have been obvious on a reasonably careful inspection of the Property on or prior to the date of this Agreement; <li data-bbox="347 927 1445 1028">(3) any overriding interests as have been disclosed in written Replies to Enquiries Before Contract by the Authority given to the Contractor's solicitors prior to the date of this Agreement.

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

List of Title Deeds relating to Flusco

1. Official copies of title CU232561 and title plan.
2. Copy lease dated 18 October 2006 made between (1) Inglewood Properties Limited and (2) Cumbria County Council.
3. Section 106 Agreement dated 14 July 1993 made between (1) Cumbria County Council (2) Lakeland Waste Management Limited (3) B Hoyle and W L Whitehead (4).
4. Section 106 Agreement dated 14 July 1993 made between (1) Cumbria County Council (2) Inglewood Properties Limited (3) Lakeland Concrete Products Limited (4) Lakeland Minerals Limited (5) B Hoyle and W L Whitehead).
5. Conditional planning permission 05/009 dated 29 June 2005.

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

Title Defects - Flusco

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1. and 2.	<p>The following rights reserved in favour of the landlord and contained in a lease dated 18 October 2006 made between (1) Inglewood Properties Limited and (2) Cumbria County Council:-</p> <ul style="list-style-type: none">- to enter the Property at any time on reasonable notice (except in emergency) in order to ascertain whether there have been breaches of the lease, to inspect the condition and state of repair of the Property and to take schedules or inventories of fixtures and items to be yield up at the end of the term granted by the lease but excluding any rights exercised due to any breach of the Contractor's obligations contained in the said lease;- save where the right is exercised as a result of a breach of the covenant by the Contractor, to enter to give to the tenant or leave on the Property a notice requiring the tenant to remedy and make good immediately breaches of the tenant's obligation to repair, clean, maintain and paint the Property or other failures by the tenant to comply with any obligations contained in the lease and should the tenant fail to do so for the landlord to enter and carry out any of the works referred to in such notice;- for the landlord and anyone authorised by it to lay a pipe or sewer under and through the Property along the route shown approximately by a green line on the lease plan (NB no green line is shown on the plan held by the Authority) or any other route the landlord may reasonably require together with rights of access necessary to maintain clean repair alter and renew it.
	<p>In the event that the access into the Property does not directly abut the public highway and there are no public rights to pass to and from the Property and the public highway and the Contractor or any Contractor Related Party or members of the public are prevented from accessing the Property or the Contractor is prevented from operating the Site as provided for in the Project Agreement as a result of the true owner of the intervening land validly taking action or carrying out any physical act to prevent trespass onto its land provided that the Contractor demonstrates to the reasonable satisfaction of the Authority that the action or physical act has been carried out by the true owner of the intervening land.</p>
	<p>The Authority's leasehold interest in the Property being good leasehold title.</p>
	<p>To the extent that such an obligation is more onerous than the Contractor's obligations under the Lease of Flusco, the obligation contained in the licence to underlet on the part of the Contractor to observe and perform the said 2006 headlease.</p>
3 and 4	<p>Any liability on the part of the Contractor pursuant to the conditional planning permission referred to at document 5 and the section 106 Agreement referred to at document 3.</p>
-	<p>Such overriding interests listed in Schedule 3 of the Land Registration Act 2002 ("Unregistered interests which override registered dispositions") as may have an</p>

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	<p>adverse effect on the ability of the Contractor to perform its obligations under this Agreement or the Lease of Flusco BUT EXCLUDING:-</p> <ol style="list-style-type: none"> <li data-bbox="320 365 1449 633">(1) any matters as were revealed by such local land charges search or searches, local authority search or searches (together with optional enquiries), drainage and water enquiries of the relevant water service company, coal mining search or searches, enquiries of the relevant local highways authority and utility search reports of the relevant electricity supplier carried out on or prior to the date of this Agreement by the Contractor's solicitors or which would have been apparent from such searches and enquiries on or prior to the date of this Agreement; <li data-bbox="320 667 1449 734">(2) such matters as would have been obvious on a reasonably careful inspection of the Property on or prior to the date of this Agreement; <li data-bbox="320 768 1449 869">(3) any overriding interests as have been disclosed in written Replies to Enquiries Before Contract by the Authority given to the Contractor's solicitors prior to the date of this Agreement.

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

List of Title Deeds relating to Frizington

1. Official copies of title CU214616.
2. Land Registry official copy of a Deed dated 24 April 1896 made between (1) John Yeates and Walter Yeates Choyce and (2) The London & North Western Railway Company.
3. Land Registry official copy of a Deed dated 10 July 1906 made between (1) John Yeates and Walter Yeates Choyce and (2) Arlecdon & Frizington Urban District Council.
4. Copy Wayleave Agreement dated 6 March 1989 made between (1) Cumbria County Council and (2) North Western Electricity Board.
5. Copy Wayleave Agreement dated 7 March 1989 made between (1) Cumbria County Council and (2) North Western Electricity Board.
6. Copy conveyance dated 31 August 1982 made between (1) A E & J M Bewley and (2) Cumbria County Council.
7. Planning permission reference 4/90/0616 dated 30 August 1990.
8. Planning permission reference 4/92/9021 dated 5 January 1993.
9. Planning permission reference 4/02/9019/0 dated 21 January 2003.
10. Planning permission reference 4/04/90160 dated 12 January 2005.
11. Planning permission reference 4/07/9004 dated 2 April 2007.
12. Planning permission reference 4/08/9002 dated 26 March 2008.

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

Title Defects - Frizington

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2	The exclusion contained in the deed dated 24 April 1896 made between (1) John Yeates and Walter Yeates Choyce and (2) The London & North Western Railway Company of mines and minerals under the roadway.
4(a)	A right contained in a Wayleave Agreement dated 6 March 1989 made between (1) Cumbria County Council and (2) North Western Electricity Board. for the North Western Electricity Board to retain an overhead line and earth wire at a height of no less than 5.2m above the ground in the location shown by a red line on the plan to the said Wayleave Agreement.
4(b)	A right in the said 1989 Wayleave Agreement for the North Western Electricity Board to retain low voltage underground cables for transmitting electricity at a frequency of 50Hz at a pressure of 415/240 volts and low voltage and signalling cables for an underground route of approximately 25m.
4(c)	A right in the said 1989 Wayleave Agreement for the North Western Electricity Board to use, repair, alter and maintain its apparatus and fell trees or hedges which obstruct or interfere with its rights.
4(d)	A right of entry in the said 1989 Wayleave Agreement for the North Western Electricity Board at reasonable times to use, repair, maintain, inspect or alter the electricity equipment.
5.	The right to retain electricity apparatus as shown on the plan to the 7 March 1989 Wayleave Agreement on the same terms as set out in paragraphs 4(a) to 4(d) above.
-	The exercise by the Authority of a vehicular (though not pedestrian) right of way over the Premises to gain access to the leachate plant shown coloured yellow on plan 1 of the Lease of Frizington.
-	Such overriding interests listed in Schedule 3 of the Land Registration Act 2002 ("Unregistered interests which override registered dispositions") as may have an adverse effect on the ability of the Contractor to perform its obligations under this Agreement or the Lease of Frizington BUT EXCLUDING:- (1) any matters as were revealed by such local land charges search or searches, local authority search or searches (together with optional enquiries), drainage and water enquiries of the relevant water service company, coal mining search or searches, enquiries of the relevant local highways authority and utility search reports of the relevant electricity supplier carried out on or prior to the date of this Agreement by the Contractor's solicitors or which would have been apparent from such searches and enquiries on or prior to the date of this Agreement; (2) such matters as would have been obvious on a reasonably careful inspection of the Property on or prior to the date of this Agreement; (3) any overriding interests as have been disclosed in written Replies to Enquiries

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	Before Contract by the Authority given to the Contractor's solicitors prior to the date of this Agreement.

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

List of Title Deeds relating to Grange Over Sands

1. Official copies of title CU211066 and filed plan.
2. Copy Deed of Grant dated 11 October 1976 made between (1) John Whineray Dawson and (2) North West Water Authority.
3. Land Registry official copy of Deed of Grant dated 30 November 1990 made between (1) Cumbria County Council and (2) John Bernard Jackson.
4. Land Registry official copy of Deed of Grant dated 22 December 1983 made between (1) John Whineray Dawson (1) Midland Bank Plc (2) Cumbria County Council (3).
5. Notice of revocation of consent issued by the National River Authority North West Region relating to consent no. 0173X0505, discharge of sewage effluent to a soakaway.
6. Conditional planning permission reference 5/95/9013 dated 5 October 1995.
7. Planning permission reference 5/95/9018 dated 2 February 1996.
8. Planning permission reference 5/95/9018 dated 2 February 1996.
9. Planning permission reference 5/91/0182 amended by 5/95/9018 dated 7 February 1996.
10. Conditional planning permission reference 5/08/9014 dated 17 December 2008.

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

Title Defects – Grange Over Sands

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1.	The informal arrangements allowing the farmer and builder on their respective adjoining lands to have access over the Property to and from their adjoining premises.
2.	The right of way over the roadway for the benefit of the Property granted by document number 4 is subject to the rights granted by this deed to North West Water Authority. These rights relate to the installation, maintenance and repair of service media and access to exercise these rights.
3.	The right of way contained in the deed of easement dated 30 November 1990 made between (1) the Authority (2) John Bernard Jackson.
4.	Grants a right of way, for the benefit of the Property, over a roadway (the service access way) from the adopted highway to the Property subject to:- (1) the grantee maintaining the roadway in a reasonable state of repair (the title defect being that the Authority fails to maintain the said roadway); (2) the right only being granted for use of the Property as a depot.
-	The Lease of the Property contains the benefit of the Authority's rights of way over third party land referred to in the Statutory Declaration of Nigel Edward Christian dated 15 April 2009 – it shall be a Title Defect in the event that the Contractor or any Contractor Related Party or members of the public are prevented from accessing the Property or the Contractor is prevented from operating the Site as provided for in the Project Agreement as a result of the true owner of the land over which the Authority has exercised the right of way validly taking action or carrying out any physical act to prevent trespass onto its land provided that the Contractor demonstrates to the reasonable satisfaction of the Authority that the action or physical act has been carried out by the true owner of such third party land and that it has used reasonable endeavours to enforce any right by prescription that exists as at the date of any such action of act of the legal owner.
-	Such overriding interests listed in Schedule 3 of the Land Registration Act 2002 ("Unregistered interests which override registered dispositions") as may have an adverse effect on the ability of the Contractor to perform its obligations under this Agreement or the Lease of Grange over Sands BUT EXCLUDING:- (1) any matters as were revealed by such local land charges search or searches, local authority search or searches (together with optional enquiries), drainage and water enquiries of the relevant water service company, coal mining search or searches, enquiries of the relevant local highways authority and utility search reports of the relevant electricity supplier carried out on or prior to the date of this Agreement by the Contractor's solicitors or which would have been apparent from such searches and enquiries on or prior to the date of this Agreement; (2) such matters as would have been obvious on a reasonably careful inspection

Document	
	<p>of the Property on or prior to the date of this Agreement;</p> <p>(3) any overriding interests as have been disclosed in written Replies to Enquiries Before Contract by the Authority given to the Contractor's solicitors prior to the date of this Agreement.</p>

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

List of Title Deeds relating to Kendal

1. Office copies of title CU238250 and title plan.
2. Land Registry official copy of a conveyance dated 28 May 1940 made between (1) The London Midland and Scottish Railway Company and (2) The County Council of the Administrative County of Westmorland.
3. Planning permission reference 5/80/1334 dated 21 October 1980.
4. Planning permission reference 5/85/0633 dated 18 July 1985.
5. Planning permission reference 5/92/9012 dated 31 July 1992.
6. Planning permission reference 5/05/9007 dated 29 June 2005.
7. Planning permission reference 5/06/9007 dated 5 August 2006.
8. Planning permission reference 5/08/9008 dated 23 July 2008.
9. Planning permission reference 5/08/9011 dated 17 September 2008.

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

Title Defects - Kendal

Document	
2.	Any undisclosed matters contained within the 1940 conveyance which have adverse operational consequences for the Property, it being acknowledged that the copy of the 1940 conveyance obtained from the Land Registry has a page/pages missing and both the Authority and the Land Registry have confirmed that they do not have a complete copy.
-	There is no right to use, access or maintain the lights mounted on columns sited on the cycle path adjacent to (but outside of) the land being demised under the Lease.
-	<p>Such overriding interests listed in Schedule 3 of the Land Registration Act 2002 ("Unregistered interests which override registered dispositions") as may have an adverse effect on the ability of the Contractor to perform its obligations under this Agreement or the Lease of Kendal Civic Amenity Site BUT EXCLUDING:-</p> <p>(1) any matters as were revealed by such local land charges search or searches, local authority search or searches (together with optional enquiries), drainage and water enquiries of the relevant water service company, coal mining search or searches, enquiries of the relevant local highways authority and utility search reports of the relevant electricity supplier carried out on or prior to the date of this Agreement by the Contractor's solicitors or which would have been apparent from such searches and enquiries on or prior to the date of this Agreement;</p> <p>(2) such matters as would have been obvious on a reasonably careful inspection of the Property on or prior to the date of this Agreement;</p> <p>(3) any overriding interests as have been disclosed in written Replies to Enquiries Before Contract by the Authority given to the Contractor's solicitors prior to the date of this Agreement.</p>

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

List of Title Deeds relating to Kirkby Stephen

1. Official Copy Entry and Plan for title number CU214479.
2. Lease dated 1 April 2005 and made between (1) Cumbria County Council and (2) AMEY Infrastructure Services Limited together with 1954 Act declaration.
3. Planning permission reference number 3/94/9010 - permitting use of site as a Civic Amenity Facility.
4. Planning Permission Reference 3/08/9003 to extend the existing Civic Amenity Facility.
5. Planning permission reference number 3/08/9012 - Erection of eight street lighting columns.

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

Title Defects - Kirby Stephen

Document	
2	The right to pass and run services through the conduits to and from the Blue Land in and through the wires presently laid under other parts of the Adjoining Property (if any) (as those terms are defined in document 2.
1	The rights reserved to the Lord of the Manor in respect of the Property pursuant to Schedule 12 of the Law of Property Act 1922.
2	Part of the Property has already been let to AMEY Infrastructure Services Limited (and the leasehold title is registered under title CU210317). The title defect is that the registered proprietor of leasehold title CU210317 enforces or seeks to enforce its rights under the lease and/or obtains an injunction against or otherwise impedes or prevents the Contractor from performing its obligations under this Agreement or the Lease of Kirby Stephen.
-	<p>Such overriding interests listed in Schedule 3 of the Land Registration Act 2002 ("Unregistered interest which override registered dispositions") as may have an adverse effect on the ability of the Contractor to perform its obligations under this Agreement or the Lease of Kirby Stephen BUT EXCLUDING:-</p> <ol style="list-style-type: none">(1) any matters as were revealed by such local land charges search or searches, local authority search or searches (together with optional enquiries), drainage and water searches, enquiries of the relevant local highways authority and utility search reports of the relevant electricity supplier carried out on or prior to the date of this Agreement by the Contractor's solicitors or which would have been apparent from such searches and enquiries on or prior to the date of this Agreement;(2) such matters as would have been obvious on a reasonably careful inspection of the Property on or prior to the date of this Agreement;(3) any overriding interests as have been disclosed in written Replies to Enquiries Before Contract by the Authority given to the Contractor's solicitors prior to the date of this Agreement.

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

List of Title Deeds relating to Maryport

1. Official copies of title CU211399 and title plan.
2. Planning permission reference 2/90/0322 dated 24 April 1990.
3. Planning permission reference 2/92/9025 dated 28 January 1993.

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

Title Defects - Maryport

Document	
1. (a)	The exception of mines and minerals.
1. (b)	A covenant for the benefit of the adjoining and neighbouring property not to do or allow anything to be done on the Property which is a nuisance or annoyance to the owners or occupiers of the adjacent plots of land to the extent that the Property is being run in accordance with the Project Agreement and a beneficiary of such covenant successfully enforces the covenant.
1 (c)	A right for the Vendor as defined in a conveyance dated 25 June 1973 made between (1) The Urban District Council of Maryport ("Vendor") and (2) Cumberland County Council of full and uninterrupted passage of services from the lands of the Vendor and its tenants and assigns joining or near to the Property through the service media laid within the Property and the right for the Vendor and its assigns to enter the Property as is reasonably necessary to enable the Vendor and its assigns to make use and enjoy this right.
-	<p>Such overriding interests listed in Schedule 3 of the Land Registration Act 2002 ("Unregistered interests which override registered dispositions") as may have an adverse effect on the ability of the Contractor to perform its obligations under this Agreement or the Lease of Maryport BUT EXCLUDING:-</p> <ul style="list-style-type: none">(1) any matters as were revealed by such local land charges search or searches, local authority search or searches (together with optional enquiries), drainage and water enquiries of the relevant water service company, coal mining search or searches, enquiries of the relevant local highways authority and utility search reports of the relevant electricity supplier carried out on or prior to the date of this Agreement by the Contractor's solicitors or which would have been apparent from such searches and enquiries on or prior to the date of this Agreement;(2) such matters as would have been obvious on a reasonably careful inspection of the Property on or prior to the date of this Agreement;(3) any overriding interests as have been disclosed in written Replies to Enquiries Before Contract by the Authority given to the Contractor's solicitors prior to the date of this Agreement.

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

List of Title Deeds relating to Millom

1. Official Copy Entry and plan in respect of title number CU212119.
2. Conveyance dated 10 October 1969 and made between (1) The Millom Hematite Ore & Iron Company Limited (2) Pearl Assurance Company Limited (3) Barclays Bank Limited (4) Thomas Douglas Carnwath (5) The Rural District Council of Millom.
3. Deed of Easement dated 23 May 1980 made between (1) Norman Rothery and Joan Rothery (2) The Agricultural Mortgage Corporation Limited (3) Midland Bank Limited and (4) Cumbria County Council.
4. Agreement dated 23 August 1979 and made between (1) North West Water Authority and (2) Cumbria County Council.
5. Planning Permission Reference 4/08/9001/0 and dated 26 March 2008.
6. Planning Permission Reference 4/04/9013 and dated 20 December 2004.
7. Planning Permission Reference 4/94/9012 and dated 20 October 1994.

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

Title Defects - Millom

Document	
2	A right of way over such parts of the Property as is convenient for the purpose of obtaining access to and egress from the explosive store located in enclosure numbered 261, situated to the south east of Red Hill Quarry.
-	<p>The Authority in its capacity as landowner believes that the road shown coloured brown on the plan annexed to document 2 (“the brown road”) directly abuts the adopted highway, but the response by the highways authority to an enquiry by the Contractor as to the extent of the adoption has been inconclusive. It shall be a Title Defect in the event that the Contractor or any Contractor Related Party or members of the public are prevented from accessing the Property or the Contractor is prevented from operating the Site as provided for in the Project Agreement as a result of there being:-</p> <ol style="list-style-type: none"> (1) any third party land between the adopted highway and the brown road; and (2) the true owner of the said third party land validly taking action or carrying out any physical act to prevent trespass onto its land provided that the Contractor demonstrates to the reasonable satisfaction of the Authority that the action or physical act has been carried out by the true owner of such third party land and that it has used reasonable endeavours to enforce any right by prescription that may exist as at the date of any such action or act of the legal owner.
-	<p>Such overriding interests listed in Schedule 3 of the Land Registration Act 2002 (“Unregistered interests which override registered dispositions”) as may have an adverse effect on the ability of the Contractor to perform its obligations under this Agreement or the Lease of Millom BUT EXCLUDING:-</p> <ol style="list-style-type: none"> (1) any matters as were revealed by such local land charges search or searches, local authority search or searches (together with optional enquiries), drainage and water enquiries of the relevant water service company, coal mining search or searches, enquiries of the relevant local highways authority and utility search reports of the relevant electricity supplier carried out on or prior to the date of this Agreement by the Contractor's solicitors or which would have been apparent from such searches and enquiries on or prior to the date of this Agreement; (2) such matters as would have been obvious on a reasonably careful inspection of the Property on or prior to the date of this Agreement; (3) any overriding interests as have been disclosed in written Replies to Enquiries Before Contract by the Authority given to the Contractor's solicitors prior to the date of this Agreement.

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

List of Title Deeds relating to Ulverston

1. Office copies of title CU91277 and title plan.
2. Land Registry official copy of a wayleave agreement dated 15 July 1981 made between (1) South Lakeland District Council and (2) The North Western Electricity Board.
3. Land Registry official copy of a deed of grant dated 5 October 1983 made between (1) South Lakeland District Council and (2) Donald Alfred Stables.
4. Planning permission reference 5/91/1353 and dated 30 August 1991.
5. Planning permission reference 5/92/9013 and dated 31 July 1992.
6. Planning permission reference 5/96/9015 and dated 14 February 1997.
7. Planning permission reference 5/08/9009 and dated 1 August 2008.

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

Title Defects - Ulverston

Document	
2.	A right in favour of The North Western Electricity Board or their officers, relevant employees, servants or agents to enter onto the Property.
-	<p>Such overriding interests listed in Schedule 3 of the Land Registration Act 2002 ("Unregistered interests which override registered dispositions") as may have an adverse effect on the ability of the Contractor to perform its obligations under this Agreement or the Lease of Ulverston Civic Amenity Site BUT EXCLUDING:-</p> <ul style="list-style-type: none"><li data-bbox="320 723 1445 987">(1) any matters as were revealed by such local land charges search or searches, local authority search or searches (together with optional enquiries), drainage and water enquiries of the relevant water service company, coal mining search or searches, enquiries of the relevant local highways authority and utility search reports of the relevant electricity supplier carried out on or prior to the date of this Agreement by the Contractor's solicitors or which would have been apparent from such searches and enquiries on or prior to the date of this Agreement;<li data-bbox="320 1025 1445 1093">(2) such matters as would have been obvious on a reasonably careful inspection of the Property on or prior to the date of this Agreement;<li data-bbox="320 1131 1445 1227">(3) any overriding interests as have been disclosed in written Replies to Enquiries Before Contract by the Authority given to the Contractor's solicitors prior to the date of this Agreement.

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

List of Title Deeds relating to Wigton

1. Official copy entries and plan in respect of title number CU146783.
2. Official copy entries and plan in respect of title number CU105593.
3. Official copy entries and plan in respect of title number CU110028.
4. Transfer dated 15 June 1999 made between (1) Syke Park Properties Limited and (2) Cumbria County Council.
5. Conveyance dated 1 June 1994 made between (1) Brian Fearon, Alan John Fearon and Joseph Raymond Fearon and (2) Syke Park Properties Limited.
6. Planning Permission reference 2/97/9026 dated 3 February 1998.

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

Title Defects - Wigton

Document	
4.	This right of access on to the Property for the purpose of erecting buildings, walls and fences on the retained land for subsequently repairing, cleaning, maintaining and renewing the same, subject to doing as little damage as possible and making good any damage caused.
4. and 5.	The right to pass and run services through conduits which are laid in under or through the Property, together with a right to enter onto the Property for the purpose of connecting to the services and repairing, cleaning and maintaining the Conduits.
4.	The right to connect to and use the existing septic tank and drainage system lying under the Property subject to doing as little damage as possible and making good any damage caused.
4.	Failure by the Authority to contribute a fair proportion according to user of the cost of maintaining, cleaning, repairing and renewing the roadway shown coloured blue on Plan 2 of the Transfer dated 15 June 1999 made between (1) Syke Park Properties Limited (2) the Authority over which a right of way was granted for the owner of the Property and its successors in title.
-	The area lying to the south of the area which is shown by green hatching on the Plan annexed to the Lease of Wigton has been added to the premises to be demised by the said Lease ("the Additional Area"), but a local search and standard and optional enquiries raised on form CON29 ("the local search") had not been submitted in respect of the Additional Area. In the event that the local search of the Additional Area reveals any entries which had not been revealed by a local search previously submitted by the Contractor's Solicitors in respect of the remainder of the premises to be demised by the Lease of Wigton and such additional entries adversely affect the operation of the Property then this shall be a Title Defect.
-	<p>Such overriding interests listed in Schedule 3 of the Land Registration Act 2002 ("Unregistered interests which override registered dispositions") as may have an adverse effect on the ability of the Contractor to perform its obligations under this Agreement or the Lease of Wigton BUT EXCLUDING:-</p> <p>(1) any matters as were revealed by such local land charges search or searches, local authority search or searches (together with optional enquiries), drainage and water enquiries of the relevant water service company, coal mining search or searches, enquiries of the relevant local highways authority and utility search reports of the relevant electricity supplier carried out on or prior to the date of this Agreement by the Contractor's solicitors or which would have been apparent from such searches and enquiries on or prior to the date of this Agreement;</p> <p>(2) such matters as would have been obvious on a reasonably careful inspection of the Property on or prior to the date of this Agreement;</p> <p>(3) any overriding interests as have been disclosed in written Replies to Enquiries Before Contract by the Authority given to the Contractor's solicitors prior to the</p>

Document	
	date of this Agreement.

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

List of Title Deeds relating to Workington

1. Official copies of title CU212374 and title plan.
2. Land Registry official copy of the conveyance dated 15 August 1980 made between (1) Allerdale District Council and (2) Cumbria County Council.
3. Land Registry official copy of a conveyance dated 28 January 1976 made between (1) National Coal Board (2) Coal Industry Estates Limited and (3) Allerdale District Council.
4. Copy conveyance dated 1 October 1917 made between (1) The London & North Western Railway Company and (2) The Workington Iron & Steel Company Limited.
5. Copy conveyance dated 29 July 1922 made between (1) The Scottish Provident Institution (2) Alan Delancy Curwen (3) Mary Anne Susan Curwen and the Reverend John Wordsworth, S A S Curwen (4) Eda Geraldine Stanley Curwen (5) The United Steel Companies.
6. Copy conveyance dated 7 June 1937 made between (1) The Scottish Provident Institution (2) Isabel Mary Chance (3) The Reverend Stanley Patricus Lamplugh, Alan Christopher Hill-Wilson and Frederick Selby-Chance (4) The United Steel Companies Limited.
7. Copy conveyance dated 19 January 1938 made between (1) Ralph Falcon Cooke and (2) The United Steel Companies Limited.
8. Planning permission reference 2/78/1112 and dated 7 March 1979.

SCHEDULE 33 - TITLE DEFECTS

Part 1 – Existing Facilities

Title Defects - Workington

Document	
1	The exclusion of mines and minerals.
2	The right in favour of the transferor subject to all easements quasi-easements rights of way water light wayleaves drainage and other public or private rights or liabilities whatsoever affecting the Property.
2	The exceptions reservations covenants and conditions contained in or referred to in the conveyance dated 28 January 1976 (referred to below) so far as they are subsisting and relate to the Property.
3	<p>Rights in favour of Coal Industry Estates Limited that:-</p> <p>3.1 no new building structures or works and no addition to any existing building structures or works may be erected constructed or placed on the Property or any part of it at any time after 28 January 1976 except in accordance with plans and specifications previously approved in writing by The National Coal Board. Such approval is not to 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 of it do not conform to the reasonable requirements of The National Coal Board or for minimising damage caused by subsidence;</p> <p>3.2 no such building structure or works and no additions to any existing building structure or works may be occupied or used for any purpose before the expiry of three days after the date on which there has been posted to or left at the office for the time being of The National Coal Board's estates manager for the area in which the buildings are situated a certificate addressed to The Board that any building structure of works or any addition is in accordance with the plans and specifications approved by The National Coal Board.</p> <p>In respect of 3.1 and 3.2 it shall be a Title Defect if any existing buildings structures works or additions had been constructed prior to the date of the Lease of Workington without complying with such requirements, if any works required to be undertaken by the Authority under the Project Agreement are carried out without complying with such requirements or if the Contractor applies for consent under the terms of the conveyance dated 28 January 1976 to carry out works required to be undertaken by the Contractor pursuant to the Project Agreement but consent is not granted in a form reasonably acceptable to the Contractor (and for the avoidance of doubt a structural precautions letter issued by the Coal Authority or its successors in title which deems prior approval to have been granted provided the building works conform to the requirements of the Building Regulations 2000 or such regulations in force shall be deemed to be reasonably acceptable to the Contractor);</p> <p>3.3 a reservation that:-</p> <p>3.3.1 the National Coal Board's interest in any mines beds and seams of coal and other minerals excluding all sand gravel clay and mineral deposits other than coal to a depth of 30 feet and all necessary rights</p>

Document	
	<p>powers and easements for searching for winning working getting and carrying away by underground operations only the coal and other minerals and any other coal and other minerals in which The National Coal Board may have an interest including rights to drive occupy and use roadways and other works in strata under and adjacent to the property and the right to let down the surface of the property and any building structure or works constructed or placed on or in the land without any liability (except as is provided by The Coal Mining (Subsidence) Act 1957) to make good or pay compensation for any damage or loss whatsoever caused directly or indirectly by any mining or other operations in or under or adjacent to the property carried out by The National Coal Board or by any other person at any time;</p> <p>3.3.2 all land within a radius of 25 feet from the centre of both of the two shafts shown marked numbered 1 and 2 on the plan to the 1976 conveyance or within a radius of any other shaft which may be discovered on the property conveyed;</p> <p>3.4 a right of access to the land and the shafts together with pipes cables and drains in a position to be agreed between Coal Industry Estates Limited and Allerdale District Council;</p> <p>3.5 a covenant that the property is transferred subject to all easements quasi-easements rights of way water light wayleave drainage or other public or private rights or liabilities whatsoever affecting the property;</p> <p>3.6 covenants and conditions contained in:-</p> <p>3.6.1 a conveyance dated 1 October 1917 made between (1) The London & North Western Railway Company and (2) The Workington Iron & Steel Company Limited;</p> <p>3.6.2 a conveyance dated 29 July 1922 made between (1) The Scottish Provident Institution (2) Alan Delancy Curwen (3) Mary Anne Susan Curwen and the Reverend John Wordsworth, S A S Curwen (4) Eda Geraldine Stanley Curwen (5) The United Steel Companies;</p> <p>3.6.3 a conveyance dated 7 June 1937 made between (1) The Scottish Provident Institution (2) Isabel Mary Chance (3) The Reverend Stanley Patricus Lamplugh, Alan Christopher Hill-Wilson and Frederick Selby-Chance (4) The United Steel Companies Limited;</p> <p>3.6.4 a conveyance dated 19 January 1938 made between (1) Ralph Falcon Cooke and (2) The United Steel Companies Limited.</p>
-	<p>Such overriding interests listed in Schedule 3 of the Land Registration Act 2002 ("Unregistered interests which override registered dispositions") as may have an adverse effect on the ability of the Contractor to perform its obligations under this Agreement or the Lease of Workington BUT EXCLUDING:-</p> <p>(1) any matters as were revealed by such local land charges search or searches, local authority search or searches (together with optional enquiries), drainage and water enquiries of the relevant water service company, coal mining search or searches, enquiries of the relevant local highways authority and utility search reports of the relevant electricity supplier carried out on or prior to the</p>

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	<p>date of this Agreement by the Contractor's solicitors or which would have been apparent from such searches and enquiries on or prior to the date of this Agreement;</p> <p>(2) such matters as would have been obvious on a reasonably careful inspection of the Property on or prior to the date of this Agreement;</p> <p>(3) any overriding interests as have been disclosed in written Replies to Enquiries Before Contract by the Authority given to the Contractor's solicitors prior to the date of this Agreement.</p>

SCHEDULE 33 - TITLE DEFECTS

Part 2 – New Facilities

Title Defects - Hespun Wood Ecodeco

Document	
2(a)	The rights in favour of the Generator (as defined in document 2) contained in document 2.
2(b)	The obligations contained in document 2 on the part of "the Owner" (as defined in document 2).
2(c)	The assumption of the Owner's obligations under document 2 as provided for in clause 8.3 of document 2.
2(d)	The provisions of any "New Agreement" (as defined in document 2) required to be entered into as provided for under clause 8.2 of document 2.
3 and 4	The rights in favour of the tenant contained in document 3 (as varied by the deeds of variation dated 30 September 1999 and 12 May 2004 and as varied by document 4).
4	Failure to procure completion of document 4 and appropriate registrations at the Land Registry.
5	To the extent (if at all) they are still subsisting any rights, obligations or other provisions contained in document 5.
6	Any failure by the tenant under document 6 to give vacant possession of the property comprised in document 6 on or before the due date for vacation of that property (or such extension of the due date as may be agreed between the Contractor and the tenant under document 6) pursuant to the terms of document 6 PROVIDED THAT the Contractor must first notify the Authority that the tenant under document 6 has failed to give vacant possession in the manner so described and assign the right to take action against the tenant under document 6 to the Authority.
	The rights of the Authority (or any successor to the Authority as landlord) reserved by paragraph 4 of Schedule 3 of the Lease of Hespun Wood Landfill Site.
	Such overriding interests listed in Schedule 3 of the Land Registration Act 2002 ("Unregistered interests which override registered dispositions") as may have an adverse effect on the ability of the Contractor to perform its obligations under this Agreement or the Lease of Hespun Wood Landfill Site BUT EXCLUDING:- (1) any matters as were revealed by such local land charges search or searches, local authority search or searches (together with optional enquiries), drainage and water enquiries of the relevant water service company, coal mining search or searches, enquiries of the relevant local highways authority and utility search reports of the relevant electricity supplier carried out on or prior to the date of this Agreement by the Contractor's solicitors or which would have been apparent from such searches and enquiries on or prior to the date of this Agreement; (2) such matters as would have been obvious on a reasonably careful inspection of the Property on or prior to the date of this Agreement;

Document	
	(3) any overriding interests as have been disclosed in written Replies to Enquiries Before Contract by the Authority given to the Contractor's solicitors prior to the date of this Agreement.

SCHEDULE 33 - TITLE DEFECTS

Part 2 – New Facilities

List of Title Deeds relating to Sowerby Woods, Barrow-in-Furness

1. Official copies of title CU 119697 and title plan.
2. Official copies of title CU 139614 and title plan.
3. Official copies of title CU 202076 and title plan.
4. Copy transfer form TP1 dated 7 September 2007 and made between H. Wicks (Lindal) Limited (1) and N P Properties Limited (2).
5. Copy deed 28 April 1975 and made between Sir Robert John Formby Burrows and another (1) The New Holker Estates Company Limited (2) Horace Cecil Diss and others (3) and The Council of the Borough of Barrow in Furness (4).
6. Plan from transfer dated 22 April 1996.
7. Tree Preservation Order 1998 number 3.
8. Lease dated 3 March 1992 made between The Holker Estates Company (1) John Lindsay Winder Brian Foster Tyson Woodall and John Lawrence Kidney (2).
9. Agreement for a Sub Tenancy dated 2 April 1992 made between John Lindsay Winder Brian Foster and Tyson Woodall (1) and Messrs James and John Curtis (2).
10. Form of draft headlease made between H Wicks (Lindal) Limited (1) the Authority (2).
11. Option Agreement(s).
12. Natural England Entry level stewardship agreement dated 8 July 2008 made between Natural England (1) J & J Curtis (2).

SCHEDULE 33 - TITLE DEFECTS

Part 2 – New Facilities

Title Defects – Sowerby Woods, Barrow-in-Furness

Document	
1. and 2.	The exclusion of mines and minerals and the powers of working the same.
-	Any title issues arising between the date of the exchange of the Southern Resource Park Land Option Agreements and the completion of the Lease to the Contractor.
1 and 2	The obligation to contribute to the maintenance of services running under Bouthwood Road.
1 and 2	The obligation to contribute to the repair and maintenance of Bouthwood Road and making good any damage caused by the user.
1 2 and 7	The restrictive covenants contained in the 1996 Transfer and in the 1998 Transfer relating to the landscaping obligations, the marking of the boundary posts and the non obstruction of the roadway and land hatched black.
-	Chancel Repair Liability.
-	<p>Such overriding interests listed in Schedule 3 of the Land Registration Act 2002 ("Unregistered interests which override registered dispositions") as may have an adverse effect on the ability of the Contractor to perform its obligations under this Agreement or the Lease of Barrow BUT EXCLUDING:-</p> <p>(1) any matters as were revealed by such local land charges search or searches, local authority search or searches (together with optional enquiries), drainage and water enquiries of the relevant water service company, coal mining search or searches, enquiries of the relevant local highways authority and utility search reports of the relevant electricity supplier carried out on or prior to the date of this Agreement by the Contractor's solicitors and/or the Authority's solicitors where such have been provided to the Contractor and/or the Contractor's solicitors or which would have been apparent from such searches and enquiries on or prior to the date of this Agreement;</p> <p>(2) such matters as would have been obvious on a reasonably careful inspection of the Property on or prior to the date of the Agreement;</p> <p>(3) any overriding interests as have been disclosed in written Replies to Enquiries before Contract by Peter Anthony Bostock and Lord Charles Edward Vere Cecil given to the Contractor's solicitors prior to the date of this Agreement.</p>
-	Any misrepresentation made in the written Replies to Enquiries before Contract by H Wicks (Lindal) Limited.