

SCHEDULE 22

Title Defects

1. Bolsover Site

- 1.1 The enforcement of restrictive covenants contained in a Conveyance dated 30th December 1926 made between (1) William Barker (2) Brampton Brewery Company Limited which affect the Site and the roadway shaded brown on the Site Plan for the Bolsover HWRC.
- 1.2 The exercise or enforcement of rights granted in a Deed of Grant dated 8th April 1982 made between (1) The Derbyshire Coalite Company Limited (2) Severn Trent Water Authority.
- 1.3 Any action to prevent or restrict the exercise of the right of way granted to the Contractor under the Lease of the Site over all or any part of the roadway shown shaded brown on the Site Plan for the Bolsover HWRC by the owner of the land over which such rights are to be exercised.
- 1.4 The exercise or enforcement of the right contained in clause 13.3 of a Transfer dated 27th July 2006 made between (1) Alchemy Environmental Limited and (2) Derbyshire County Council to relocate either or both of the 2 eight metre wide all purpose accesses referred to therein.
- 1.5 The exercise of rights to mine under the Site to extract mines or minerals.
- 1.6 The existence of a leaking cess pit at the Bolsover Site.

2. Stonegravels Site

- 2.1 The exercise or enforcement of any rights of way referred to in a Conveyance dated 5 August 1986 made between (1) British Railways Board and (2) Derbyshire County Council over that part of the Site shown tinted blue on the Agreed Form plan entitled 'Stonegravels Site Plan (1)'.
- 2.2 The enforcement of any chancel repair liability against the Contractor in respect of the Site.
- 2.3 Any action to prevent or restrict the exercise of the right of way granted to the Contractor under the Lease of the Site over all or any part of the roadway shown shaded brown on the Agreed Form plan entitled 'Stonegravels Site Plan (2)' by the owner of the land over which such rights are to be exercised.

3. Taylor Lane, Loscoe Site

- 3.1 The exercise or enforcement of rights reserved to the National Coal Board under clause 1(a) of a Conveyance dated 25 August 1982 made between (1) The National Coal Board (2) Coal Industry Estates Limited and (3) Derbyshire County Council to let down the surface of the Site and any buildings, structures or works on or in the Site.
- 3.2 Any enforcement of the obligation contained in the Conveyance dated 25 August 1982 made between (1) National Coal Board (2) Coal Industry Estates Limited (3) The Derbyshire County Council to maintain forever the fences walls and

hedges shown marked with a letter 'T' on the Agreed Form plan entitled 'Taylor Lane, Loscoe Site Plan (1)'.

3.3 The existence within or close to the boundary of the Site of mine shafts.

4. **Manners Avenue, Ilkeston Site**

4.1 The enforcement or exercise of any provisions contained within a S.104 Agreement to be entered into pursuant to the provisions of clause 13.5.1 of a Transfer dated 3 September 2007 made between (1) Derbyshire County Council and (2) Clowes Developments (UK) Limited which affect the Site.

4.2 The exercise or enforcement of rights reserved to Manners Colliery Company Limited under clause 1 of a Conveyance dated 7 December 1933 made between (1) Manners Colliery Company Limited (2) Archibald Galland Mellors and (3) Ilkeston Collieries Limited to cause subsidence to the Site or any buildings on the Site.

4.3 The exercise or enforcement of rights reserved to the National Coal Board under a Conveyance dated 19 August 1976 made between (1) National Coal Board (2) Coal Industry Estates Limited and (3) The Derbyshire County Council to let down the surface of the Site and any building, structure or works erected, constructed or placed on or in the Site.

4.4 The exercise of rights to mine under the Site to extract mines or minerals.

4.5 The existence within or close to the boundary of the Site of mine shafts.

4.6 The enforcement of any chancel repair liability against the Contractor in respect of the Site.

5. **Sinfin Site**

5.1 The exercise or enforcement of the rights reserved over the Sinfin Site as set out in the following paragraphs of the First Schedule of a Transfer dated 22 November 1988 made between Northern Engineering Industries Plc (1) and Bowmer & Kirkland Limited (2) affecting title DY184684:

5.1.1 Paragraph (a) save for the right relating to the free uninterrupted passage of all mains and other services supplies water and soil from and to the Adjacent Land (as defined in the said Transfer) through the connecting pipes wires drains and water courses;

5.1.2 Paragraph (b) save for the right of support and protection for any buildings on the Adjacent Land (as defined in the said Transfer) or any building which may after the date of the said Transfer be erected on the Adjacent Land (as defined in the said Transfer);

5.1.3 Paragraph (c).

5.2 The enforcement of the covenants contained in the Transfer dated 22 November 1988 made between Northern Engineering Industries Plc (1) and Bowmer & Kirkland Limited (2) affecting title DY184684.

5.3 The enforcement of a positive covenant contained in a Conveyance dated 4 June 1947 made between (1) William Hadden, John Farquar Richardson and Arthur Walker Richardson and (2) International Combustion Limited to erect a fence

along the entire northern boundary of the site which is the subject of the said 1947 Conveyance.

- 5.4 The enforcement of any chancel repair liability against the Contractor in respect of the Site.
- 5.5 The exercise or enforcement of any rights of third parties (in existence at the date of grant of the Lease of the Site) to use footpaths, to exercise any of the rights granted by the licence granted by the Councils to use the Sinfin Site for the purposes of recreation lawful sports and pastimes and to graze horses at the Sinfin Site.
- 5.6 The lodging of an application to register all or part of the Sinfin Site as a town or village green under the Commons Registration Act 1965 or a registration of the same being completed.
- 5.7 The existence of the Barrack Brook within the Sinfin Site, the route of which is unknown.
- 5.8 Any rights obligations requirements and covenants owed to or exercisable by the owners occupiers or operators of the electricity substation within the Sinfin Site edged in red on the plan attached as an Agreed Form document and marked "Sinfin Substation" and the exercise of any rights over Sinfin Site granted pursuant to and for the benefit of SUCH electricity substation and the presence within or within the vicinity of the boundaries of the Sinfin Site of service media other than the Identified Service Media which prevent or materially delay the carrying out of the Works and Services under this Contract.
- 5.9 "Identified Service Media" means the drains referred to in the Conveyance dated 4 June 1947 made between 1) William Hadden Richardson and others and 2) International Combustion Limited and on the assumption that these drains are of shallow depth, made of pipework up to 300mm in diameter and not in use at the date of close of the Competitive Dialogue - 14 November 2008.

6. **Mayfield Road, Ashbourne Site**

- 6.1 The enforcement of any chancel repair liability against the Contractor in respect of the Site.

7. **Raynesway Site**

- 7.1 The enforcement of any chancel repair liability against the Contractor in respect of the Site.
- 7.2 The exercise or enforcement of the covenants and agreements contained in an Indenture dated 28 September 1898 made between (1) Robert Hornbrook (2) Richard Radford (3) William Hollis Briggs (4) William Woolley and (5) William Woolley in respect of the part of the Site registered under title number DY436391.
- 7.3 The prevention by Derbyshire Waste Limited (or its successors in title to the lease dated 18th December 2000 made between (1) The Derbyshire County council and (2) Derbyshire Waste Limited) of the exercise of rights of way by HGV vehicles and service vehicles over the roadway (shown shaded blue on the Agreed Form plan entitled 'Raynesway Site Plan (1)') and the prevention of the exercise and use of existing rights of free passage of water and drainage to and from the welfare cabin within the Raynesway Site through existing service media

from and to the land shown shaded blue on the Agreed Form plan entitled 'Raynesway Site Plan (1)'.

8. **Melandra Road, Glossop Site**

- 8.1 The enforcement of any restrictive covenants as may have been imposed on the title to the land forming the Site before 7 October 2009.
- 8.2 The prevention of the occupation and/or use of the Site by the Contractor under the lease by virtue of a third party successfully obtaining superior title to that of Derbyshire County Council to the Site.
- 8.3 The prevention of the exercise of a right of way by HGV vehicles and service vehicles over Melandra Road for the purpose of access to and egress from the Glossop Site to and from the public highway known as the A57.

9. **NOT USED**

10. **Northwood Site**

- 10.1 The exercise of rights contained in a Conveyance dated 21 March 1983 made between (1) British Railways Board and (2) West Derbyshire District Council to maintain, repair or cleanse any service conduits on, over or under the Site with attendant rights of access mentioned therein.
- 10.2 The exercise of rights contained in a Conveyance dated 21 March 1983 made between (1) British Railways Board (the "**Board**") and (2) West Derbyshire District Council for the Board and its successors with or without workmen and equipment at all reasonable times to enter on to the Site for the purpose of maintaining, repairing, renewing, reinstating, altering or amending any fences, walls, railway banks, abatement or retaining walls, bridges or other walls of the Board.
- 10.3 The enforcement of the indemnity in respect of or the obligation to repair and maintain any works, paths, roadways, stiles, gates, ditches, culverts, drains, embankments, cuttings, bridges and other structures and works in accordance with the provisions of Clause 2 (d) of the Conveyance dated 21st March 1983 made between (1) British Railways Board (the "**Board**") and (2) West Derbyshire District Council by the Board.
- 10.4 The enforcement of any restrictive covenant protected by the D (ii) Land Charge entry numbered 98251 dated 16 May 1983 over the Site to the extent that such restrictive covenants are not specified in the Charges Register for title number DY395749 at the date of this Contract.
- 10.5 The enforcement of the equitable charge contained in an Agreement dated 24th May 1993 in favour of His Grace the Duke of Rutland and Lord Edward Manners referred to at entry number 5 of the Charges Register of Title Number DY395749.
- 10.6 The exercise of rights contained in a Deed dated 25 September 2008 made between (1) Derbyshire Dales District Council and (2) Central Networks East Plc ("**Central**") to:
 - 10.6.1 enter upon, break open and excavate under the Site or any adjoining land of Derbyshire County Council to lay, place, use, inspect, repair, maintain, renew, replace, remove or render unusable electric lines and,

to the extent that and in such position on the Site as Central (acting reasonably) deem necessary, to serve any building or structure constructed on the land comprised with title numbers DY395724 and DY395749 as at 25 September 2008.

- 10.6.2 enforce the covenants not to excavate under or alter the level of the ground over, nor to construct any building or structure or plant or materials of any kind over or within one metre on either side of the route of the electric cable referred to in the Deed.
- 10.7 The exercise of and enforcement of informal rights of way crossing the Northwood Site and the lodging of an application to register or the registration of all or part of the Northwood Site as common land under the Commons Registration Act 1965, in either case based solely upon any right of way which has been exercised prior to the date of this Contract.
- 10.8 The existence of planning condition 15 (b) contained in planning permission LET7251 dated 25 September 2009 for the development of the Northwood Site.

11. **Clover Nook Site**

- 11.1 The exercise of rights contained in a Transfer dated 14 July 2000 made between (1) Derbyshire County Council ("**Transferor**") and (2) Parkfield (Clover Nook Project) Limited to lay services through the Site in order to serve the Transferor's adjoining land.
- 11.2 The exercise of rights contained in a Transfer dated 14 July 2000 made between (1) Derbyshire County Council and (2) Parkfield (Clover Nook Project) Limited to enter onto the Site (on reasonable prior notice) for laying and making connections and repairing, maintaining, inspecting or cleansing the sewers, drains, watercourses, pipes, cables, wires or other conducting media in on or laid within the Site within 80 years of 14th July 2000.
- 11.3 The enforcement of the covenants contained in the transfer dated 14 July 2000 made between (1) Derbyshire County Council ("**Transferor**") and (2) Parkfield (Clover Nook Project) Limited not to erect any temporary structure on the Site unless the siting, design, type and decoration thereof shall have first been approved by the Transferor in writing (acting reasonably).
- 11.4 The enforcement of the covenants contained in the transfer dated 14 July 2000 made between (1) Derbyshire County Council ("**Transferor**") and (2) Parkfield (Clover Nook Project) Limited not (without the previous consent in writing of the Transferor) to build, erect, park or grow or plant, all such within six metres of the kerb of the estate roads carriageway, any building, erection, vehicle, plant, shrub, tree or other object which shall exceed or ultimately exceed one metre in height.
- 11.5 Any enforcement of the covenant contained in the transfer dated 14 July 2000 made between (1) Derbyshire County Council and (2) Parkfield (Clover Nook Project) Limited not to carry out on the Site any noxious or dangerous trade or business activity.
- 11.6 Any enforcement of the covenants contained in the transfer dated 14 July 2000 made between (1) Derbyshire County Council and (2) Parkfield (Clover Nook Project) Limited to keep unbuilt parts of the Site in a neat and tidy condition, free from weeds and rubbish and to plant and maintain landscaped areas to the reasonable satisfaction of the County Property Officer.

- 11.7 Any enforcement of the covenants contained in the transfer dated 14 July 2000 made between (1) Derbyshire County Council and (2) Parkfield (Clover Nook Project) Limited to maintain and keep in good and substantial repair and condition all buildings, yards, forecourts and other erections on the Site.
- 11.8 The failure of Derbyshire County Council to perform or procure the performance of the obligations of the Transferor as set out in Clause 7 of the Transfer dated 14 July 2000 made between (1) Derbyshire County Council and (2) Parkfield (Clover Nook Project) Limited (the "**Transferee**") to complete and maintain the sewers and drains that serve the Site in a reasonable state of repair and condition until fully adopted except for specific instances of damage caused by abnormal use by the Transferee its contractors servants or agents or its successors.
- 11.9 The enforcement against the Contractor of the indemnity contained in the Transfer dated 14 July 2000 made between (1) Derbyshire County Council (the "**Transferor**") and (2) Parkfield (Clover Nook Project) Limited (the "**Transferee**") against all costs relating to the completing, maintaining and renewing the estate road and the sewers and drains serving the Site (save inadequate reinstatement following connections to services within the estate road, or the Transferor's adjoining land by the Transferee, and save specific instances of damage caused by abnormal use).
- 11.10 The failure of Derbyshire County Council to perform or procure the performance of the obligations of the Transferor in Clause 7 of the Transfer dated 14 July 2000 made between (1) Derbyshire County Council (the "**Transferor**") and (2) Parkfield (Clover Nook Project) Limited (the "**Transferee**") to provide all usual services including (without limitation) drainage within the boundaries of the estate road or within the adjacent land of the transferor in close proximity to the Site, and to grant any necessary fee simple easements or wayleaves to the Transferee or its successors across the Transferor's adjacent land without further consideration.
- 11.11 The exercise of the option to acquire the fee simple of the undeveloped part of the Site in accordance with the provisions of a transfer dated 14 July 2000 made between (1) Derbyshire County Council and (2) Parkfield (Clover Nook Project) Limited.
- 11.12 The exercise of the pre-emption right to acquire the fee simple of the undeveloped part of the Site in accordance with the provisions of a transfer dated 14 July 2000 made between (1) Derbyshire County Council and (2) Parkfield (Clover Nook Project) Limited.
- 11.13 The enforcement of the covenant contained in a Deed of Variation dated 28 July 2006 made between (1) Derby City Council and (2) Parkfield Clover Nook Project Limited (which is imported into the transfer dated 14 July 2000 made between (1) Derbyshire County Council and (2) Parkfield (Clover Nook Project) Limited as a replacement clause 4) to not later than 13th July 2010 to complete the development (as that term is defined within the transfer) in a proper and workmanlike manner to practical completion stage as certified by the transferees Surveyor or Architect under any relevant building contract in conformity with the plans elevations and specifications previously approved by and to the reasonable satisfaction in all respects of the County Property Officer.
- 11.14 The existence of a capped mine entry within 20 metres of the boundary of the Site.