



**EAST RIDING**  
OF YORKSHIRE COUNCIL

**TENDER  
DOCUMENT**

**HAZEL BANK FARM, SNAITH ROAD  
RAWCLIFFE, GOOLE  
DN14 8NA**

**CLOSING DATE FOR RECEIPT OF TENDERS:  
12 NOON WEDNESDAY, 7 JUNE 2023**

**Valuation and Estates, County Hall, Beverley, HU17 9BA  
Telephone: 01482 393998**

**[www.eastriding.gov.uk/propertysearch](http://www.eastriding.gov.uk/propertysearch)**

**EAST RIDING OF YORKSHIRE COUNCIL**

## **TENDER DETAILS**

**Hazel Bank Farm, Snaith Road, Rawcliffe, Goole, DN14 8NA**

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**CLOSING DATE FOR RECEIPT OF TENDERS**

**12 noon Wednesday, 7 June 2023 Day**

## **SECTION I DEFINITIONS AND INTERPRETATION**

### **I. DEFINITIONS**

In the whole of these Tender Documents except where expressly provided otherwise or where the context requires, the following expressions shall have the meanings assigned to them:-

- 1.1 "the Seller" means The East Riding of Yorkshire Council whose main offices are at County Hall, Cross Street, Beverley, East Riding of Yorkshire, HU17 9BA;
- 1.2 "the Buyer" means the person whose tender has been accepted by the Seller in accordance with these documents;
- 1.3 "Plan 1" means drawing number 69362244-103-3 which is bound up and forms part of these documents;
- 1.4 "Plan 2" means drawing number 69362244-106-3 which is bound up and forms part of these documents;
- 1.5 "the Property" means the property more particularly described in the Conditions of Sale (as defined in 1.6 below);
- 1.6 "the Particulars of Sale" means the Particulars of Sale comprising Section 2 of these documents;
- 1.7 "the Conditions of Sale" means the Conditions of Sale comprising Section 4 of these documents;
- 1.8 "the Tendering Procedure" means the procedure for submitting a Tender comprising Section 6 of these documents;
- 1.9 "the Form of Tender" means the Form of Tender comprising Section 7 of these documents;
- 1.10 "the Standard Conditions" means the Law Society's Standard Conditions of Sale (Fifth Edition);
- 1.11 "the Purchase Price" means the price to be paid by the Buyer to the Seller for the purchase of the Property;
- 1.12 "the Deposit" means 10% of the Purchase Price;
- 1.13 "the Tenderer" means the person submitting a tender for the purchase of the Property;
- 1.14 "the Tender Document" means these documents which are called "Tender Document – HAZEL BANK FARM, SNAITH ROAD, RAWCLIFFE"
- 1.15 Any reference to "the documents" or "these documents" means the whole of the Tender Document and each and every part thereof and includes amendments or clarifications issued by the Seller in accordance with paragraph 7 of the Tendering Procedure.

## 2. **INTERPRETATION**

In the whole of these documents, words importing the masculine gender only include the feminine gender, words importing persons include Companies and Corporations and words importing the singular include the plural.

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## **SECTION 2 THE PARTICULARS OF SALE**

1. Tenders are invited for the purchase of the Property in accordance with the provisions of these documents
2. The Property will be sold subject to the matters set out in the Conditions of Sale
3. The Buyer will be required to obtain at their own expense any necessary statutory permissions, consents and approvals for their intended use of the Property
4. All Tenderers must satisfy themselves as to the availability position and suitability of all services to or over the Property and whether these are suitable for or adversely affect the proposed use. If any further services are required the Buyer will arrange for these at their own expense
5. The Seller will not accept any claim from the Buyer in respect of the information supplied by any third party in connection with the services in over or under the Property
6. All Tenderers will be responsible for making their own survey and site investigations in respect of the Property
7. The Sellers permission must be obtained prior to carrying out any survey or site investigations. Permission is to be obtained from the Valuation & Estates Department, County Hall, Cross Street, Beverley HU17 9BA telephone 01482 393998. Before any site investigation is carried out the Form of Indemnity set out in Section 8 must be completed and returned with the details of the Tenderer's (or their agent's) insurance policy
8. The Property must be reinstated following site investigations to the satisfaction of the Seller
9. The Seller will not accept any claim from any Tenderer in respect of factual information contained in the Particulars of Sale. All locations plans and photographs published in these documents are to enable the Tenderer to locate the Property only and are not intended to depict the interest to be sold and are not to be used as the basis for any express or implied warranty in the contract of sale. All Tenderers are deemed to have availed themselves of the opportunity to inspect the Title documents relating to the Property to ascertain the precise extent of the Property to be sold and the matters that it will be sold subject to. These are attached to the Conditions of Sale.
10. The factual information contained in the Particulars of Sale is believed to be correct at the time of publication but neither the Seller nor its officers gives any guarantee warranty or representation in respect of such information. Tenderers must make their own enquiries and investigations in respect of this information. The areas and dimensions quoted are subject to a normal tolerance level of accuracy. Where particular dimensions and areas are of crucial or vital importance to a Tenderer then they shall make their own investigations and surveys as to the accuracy of any particular area or dimension

11. Viewing of the Property is strictly by appointment and in this connection please contact the Valuation and Estates Department on 01482 393998. Viewing will be available Monday to Friday during normal working hours.
12. Any queries with regard to the Particulars of Sale must be clarified with the Valuation & Estates Department by email to [anna.fountain@eastriding.gov.uk](mailto:anna.fountain@eastriding.gov.uk) or on telephone number (01482) 393933 prior to a tender being submitted.

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[www.eastriding.gov.uk/propertysearch](http://www.eastriding.gov.uk/propertysearch)

(01482)  
393998

## FOR SALE – BY FORMAL TENDER

HAZEL BANK FARM, SNAITH ROAD,  
RAWCLIFFE, GOOLE, DN14 8NA



### THE PROPERTY

Hazel Bank Farm offers a rare opportunity to purchase a well-located, stand alone rural property comprising a three-bedroom farmhouse, together with a range of agricultural buildings, all set centrally within a plot extending to around 6.82 acres (2.76 Ha) in total.

The house requires a comprehensive programme of modernisation and improvement throughout but offers prospective buyers the potential to create a unique and characterful home suited to their own requirements within a substantial plot. In addition, there is a range of traditional farm buildings together with a steel portal frame livestock shed. Various opportunities for further development of the property exist, subject to the purchaser obtaining the necessary consents.

**CLOSING DATE: 12 NOON WEDNESDAY, 7 JUNE 2023**

**Valuation and Estates, County Hall, Beverley HU17 9BA**



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## LOCATION

The Property is situated within open fields off the A614 Snaith Road. It sits back from the road, accessed via a gated driveway. The site lies just 0.9 miles (1.5 km) south west of the village of Rawcliffe and 2.42 miles (3.9 km) east of Snaith. It is ideally placed for the towns of Goole, Thorne and Selby.

The Property also enjoys excellent communications, lying conveniently within 3.5 miles (5.6 km) of Junction 36 of the M62.

The village of Rawcliffe provides a range of local amenities including St James' Church, a village shop, post office, a public house and range of takeaway outlets and hairdressers as well as a local primary school.



## THE HOUSE



The detached farmhouse is constructed of brick under a slate roof, with painted lintels and sills. It has been unoccupied for several years and is in need of refurbishment throughout. The accommodation is set out over two floors. The front of the Property is accessed through the garden on the south side.

The door opens onto a small hallway and stairwell with doors leading off to:

### GROUND FLOOR

- Reception Room 1** **3.17m (max) x 3.69m (max)**  
With tiled, open fireplace and view over the garden. Electric storage heater.
- Reception Room 2** **3.72m x 4.54m (max)**  
With tiled, open fireplace, double aspect views over the garden and under-stairs cupboard.
- Kitchen** **4.53m x 2.21m**  
Fuse box. Door through to pantry. Window with view to north aspect.
- Pantry** **1.14m x 1.38m**  
With concrete and timber shelving.
- Utility Room** **2.21m x 2.73m**  
With washing machine plumbing. Back doorway, giving access to rear yard, coal house and outdoor privy (brick and slate construction, adjoining farm buildings).

Stairs leading from the front access hall lead to a spacious landing with linen cupboard and views to the north. Electric storage heater and doors off to:

### FIRST FLOOR

- Bedroom 1** **4.55m max x 3.01m**  
With dual aspect to south and east and door through to shelved storage cupboard.
- Bedroom 2** **3.23m x 3.19m (max)**  
Window overlooking western aspect.
- Bedroom 3** **3.63m (max) x 2.95m (max)**  
View to east. cupboard containing water tank.
- Bathroom** **3.4m x 1.9m**  
With bath, shower cubicle, basin and WC. Electric storage heater.

### OUTSIDE Gardens

The Property benefits from an established garden to the south side. Although unmaintained for several years it has been laid out in the past to lawn, shrubs and fruit trees.

### Garage

Adjacent to the driveway lies a garage of timber construction with corrugated sheet walls and roof (in need of renovation).

*Please note, since the preparation of the particulars the Property has been fitted with metal security doors and windows. These will be removed on completion of the sale.*

## THE LAND

The plot extends in all to around 6.82 acres (2.76 Ha), with the farmhouse, farm buildings and yard area comprising around 1.45 acres (0.59 Ha) of the total. The farmstead is accessed via a metalled driveway. The Property lies behind mature hedgerow affording a high degree of privacy. To the north side of the drive is a parcel of arable land comprising 1.43 acres (0.58 Ha). To the west a further parcel of arable land extends to the barrier bank, and a strip of grassy meadow bounded by a pond and stand of willow trees, in all comprising 3.94 acres (1.6 Ha). The bank is subject to a right of way in favour of the Environment Agency.



## THE FARM BUILDINGS

### Covered Foldyard and traditional brick barns

To the north of the farmhouse lies a covered foldyard of timber construction with corrugated sheet roof. This is enclosed on three sides by a range of traditional brick and slate barns. The buildings are dilapidated and we are advised parts of the structure are beyond economic repair. The buildings are considered dangerous and entry to the foldyard and brick barns is not permitted on safety grounds.

### Timber Pole Barn

The western edge of the barns adjoins a timber pole barn with corrugated sheet walls and roof. Entry to the barn is not permitted on safety grounds.

### Livestock Shed

To the west of the farmhouse lies a part timber, part steel frame and concrete block livestock shed, with part timber, part corrugated sheet walls and corrugated sheet roof – twin span with adjoining lean-to. Internal concrete block walls and a concrete floor.

### Concrete bases

Around the perimeter of the farmstead lie three concrete bases where earlier agricultural buildings and feed silos have been removed. Opportunities may exist to redevelop buildings on these bases, subject to the necessary planning and other consents.

## TENURE

The seller owns the freehold title to the Property (as shown edged red on Plan 1).

## RIGHTS OF WAY, EASEMENTS AND WAYLEAVES

The Property is sold with the benefit of all accustomed or granted rights of way, water support, drainage, electricity supplies, light, or other easements, or quasi easements and restrictive covenants and all existing or proposed wayleaves for electricity, drainage, water, gas and other pipes whether shown on the plan or indicated in these particulars or not and without any obligations to define the same respectively.

Full details of the rights of way, easements and wayleaves are detailed in the Conditions of Sale. Access to the Property is obtained via a right of way with or without vehicles onto Snaith Road from the access road adjoining Hazel Bank Farm. This right of way has been registered at the Land Registry and is shown coloured brown, for general identification purposes, on Plan 2 (see further details in the Conditions of Sale). The land is subject to a 15-foot wide right of way over the western embankment in favour of the Environment Agency as successor to the Yorkshire Ouse River Board, shown for identification purposes only, as a blue line on Plan 2 (see further details in the Conditions of Sale).

The land is subject to various wayleaves and easements in favour of the Post Office Telegraphs and The Yorkshire Electricity Board and a Deed of Grant in favour of North Eastern Gas Board relating to a gas line and Syphon Box (shown for identification purposes only, as a dotted green line on Plan 2). Interested parties should familiarise themselves with the full details from the Conditions of Sale.

## BOUNDARIES

Where known, responsibility for maintaining the boundaries will be shown by an inward facing "T" mark on Plan 1.

## SERVICES

The Property has a connection to mains water and electricity. The Property is not connected to the public sewer but is served by a septic tank. It is a Condition of the Sale that the Buyer upgrades the septic tank to comply with the requirements contained within The Environmental Permitting (England and Wales) (Amendment) (England) Regulations 2014 (S.I. No: 2014 2852) and known as the General Binding Rules. This work to be undertaken at the Buyer's own cost as soon as possible after completion and not later than 6 months (see Conditions of Sale).

Interested parties should satisfy themselves with regard to the existence, location, availability and suitability of all these services and the necessary sewage system upgrade requirements.

## PLANNING

The Property has previously been utilised as a farmstead in conjunction with the Seller's neighbouring agricultural land, although the dwelling itself has not been occupied for several years.

The Property may also be suitable for other uses, such as equine operations, tourism, or possibly site clearance and a replacement dwelling. Interested parties are advised to make their own investigations in this regard and the Seller can by no means be relied upon as having made any guarantee as to appropriate uses for the Property. Any change of use would be subject to the Buyer obtaining the necessary planning permissions and other statutory consents.

Any bidder requiring information regarding the existing use or possible alternative uses of the site should contact Keith Thompson of the Council's Planning and Development Management Department on (01482) 393844 or email [keith.thompson@eastriding.gov.uk](mailto:keith.thompson@eastriding.gov.uk)

## ACCEPTANCE OF OFFERS

There is no obligation on the part of the Sellers to accept the highest, or any of the offers, if none is found acceptable.

## ENERGY PERFORMANCE CERTIFICATE

The Property is currently rated F for energy efficiency. The full energy performance report, including recommendations for improvement, can be viewed on [www.eastriding.gov.uk/propertysearch](http://www.eastriding.gov.uk/propertysearch) and in the Tender Pack.

| Score | Energy rating | Current | Potential |
|-------|---------------|---------|-----------|
| 92+   | A             |         |           |
| 81-91 | B             |         | 91   B    |
| 69-80 | C             |         |           |
| 55-68 | D             |         |           |
| 39-54 | E             |         |           |
| 21-38 | F             | 31   F  |           |
| 1-20  | G             |         |           |

## COUNCIL TAX

The Property has been classified as grade C for Council Tax purposes. This should be confirmed by personal enquiry, available at [www.voa.gov.uk](http://www.voa.gov.uk).

## VAT

VAT will not be charged on this transaction.

## GUIDE PRICE

Please note that the Seller is not providing a guide price. Interested parties should seek their own independent valuation advice.

## SELLER'S COSTS

The Buyer will be required to make a contribution of £5,000 towards the Seller's costs, payable together with the deposit on acceptance of the Tender, as provided for in the Conditions of Sale.

## WARRANTY

No warranty is given or implied as to the condition or suitability of the Property for any purpose.

## VIEWING

Viewing is strictly by appointment with the Valuation & Estates Department and all viewings must be accompanied.

Prospective viewers are advised of the following:

1. The Property has a number of uneven and raised surfaces. Flat, covered-toe shoes are therefore essential
2. Some of the farm buildings on site are considered dangerous. No entry is permitted into any of the areas that are cordoned off.

Appointments to view the Property should be made via Anna Fountain of the Valuation & Estates Department on **(01482) 393933** or via [anna.fountain@eastriding.gov.uk](mailto:anna.fountain@eastriding.gov.uk)

## TENDER PROCESS

The Property is for sale by formal tender and all tenders must be submitted in accordance with the Sellers procedure as set out in the tender documents. In the first instance, interested parties are asked to view the Tender Pack online at: [www.eastriding.gov.uk/propertysearch](http://www.eastriding.gov.uk/propertysearch). To request a Tender Pack please contact the Valuation & Estates Department on **(01482) 393933** or [anna.fountain@eastriding.gov.uk](mailto:anna.fountain@eastriding.gov.uk)

## NOTES

1. Measurements and areas (where given) are approximate.
2. The Seller has not tested any of the service installations or appliances in respect of the Property. Interested parties should arrange for a qualified person to check these before entering into any commitment.

## IMPORTANT NOTICE

Due to the condition of the Property, access to some areas is restricted. Children and pets will not be permitted to attend viewings.

Please note, photographs taken June/July 2021





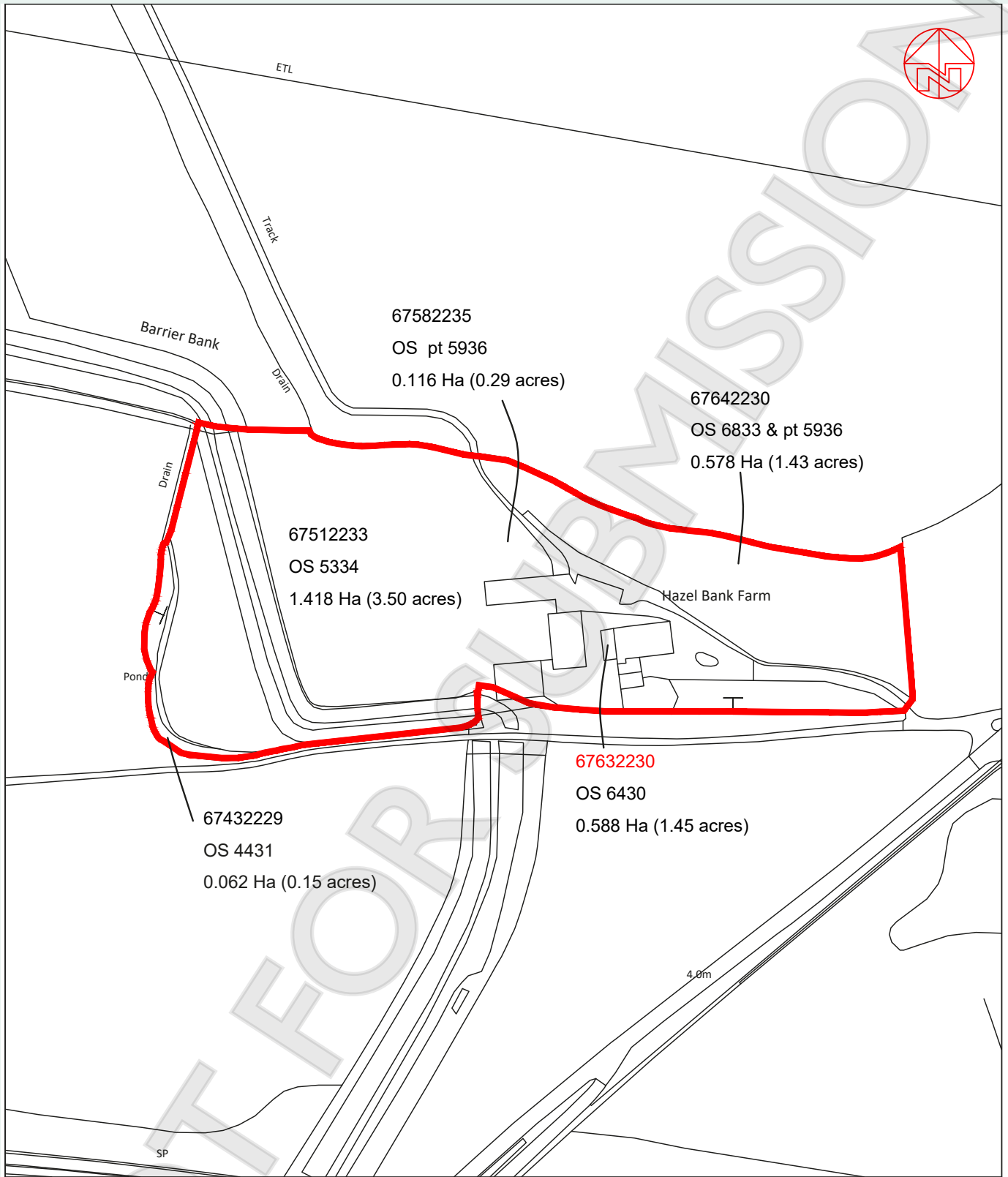
## PHOTOGRAPHS



Misrepresentation Act 1967: (As amended by section 8 (1) of the Unfair Contract Terms Act 1977)

East Riding of Yorkshire Council give notice that: 1. These particulars do not constitute any part of an offer or contract. 2. None of the statements contained in these particulars as to the property are to be relied on as statements of representations of fact. 3. Intending Purchasers(s) must satisfy themselves by inspection or otherwise as to the correctness of each of the statements contained in these particulars. 4. The council does not make or give any person in their employment any authority to make or give any representation or warranty whatsoever in relation to the property.

**SITE PLAN I**



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**Hazel Bank Farm, Snaith Road, Rawcliffe, Goole  
DN14 8NA.**

**PLAN 1**



**EAST RIDING**  
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**HEAD OF ASSET STRATEGY**

COUNTY HALL, BEVERLEY, EAST YORKSHIRE, HU17 9BA  
Tel.No. (01482) 393951

[www.eastriding.gov.uk](http://www.eastriding.gov.uk)

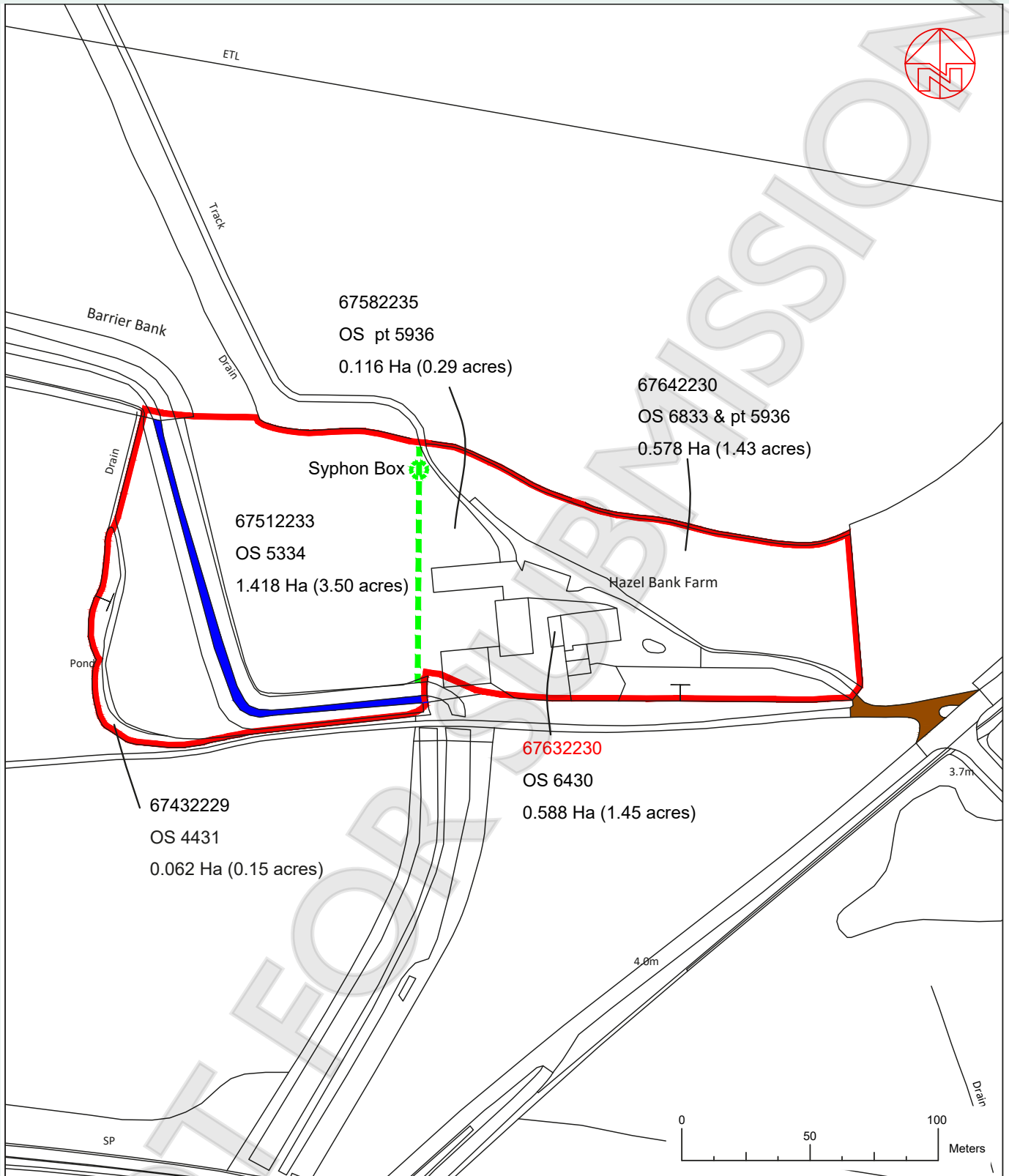
**Planning and Economic Regeneration**  
Information retrieved from the Corporate Property Information System.

Scale @A4  
**1:2000**

Date  
**16.06.2022**

Property Code/Dwg. No.  
**69362244-103-3**

**SITE PLAN 2**



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**Hazel Bank Farm, Snaith Road, Rawcliffe, Goole DN14 8NA.**

**PLAN 2**

- Hazel Bank Farm
- Gas Pipeline
- Hazel Bank Farm Entrance
- Right of Way



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[www.eastriding.gov.uk](http://www.eastriding.gov.uk)

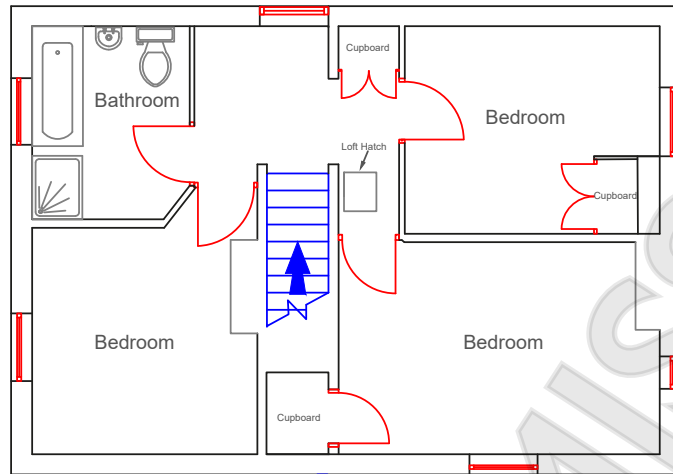
**Planning and Economic Regeneration**  
Information retrieved from the Corporate Property Information System.

Scale @A4  
1:2000

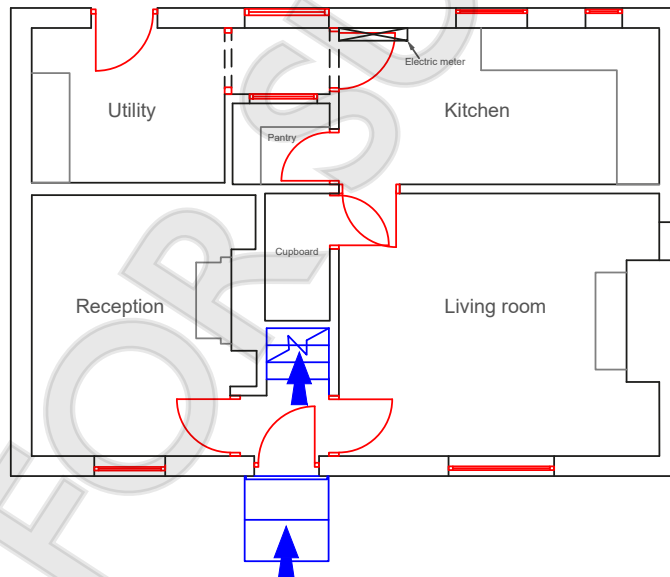
Date  
16.06.2022

Property Code/Dwg. No.  
**69362244-106-3**

# HOUSE LAYOUT PLAN



Block A  
First Floor



Block A  
Ground Floor

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Hazel Bank Farm, Rawcliffe Estate.



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Tel.No. (01482) 393951

[www.eastriding.gov.uk](http://www.eastriding.gov.uk)

Planning and Economic Regeneration  
Information retrieved from the Corporate Property Information System.

Scale @A4  
1:100

Date  
18.08.2021

Property Code/Dwg. No.  
**69362244-85-1**

SECTION 3  
COPY OF ENERGY PERFORMANCE CERTIFICATE  
REFERENCE NO: 6219-7026-6000-0098-5222

## Energy performance certificate (EPC)

|  |                           |   |
|--|---------------------------|---|
| HAZEL BANK FARM<br>SNAITH ROAD<br>RAWCLIFFE<br>GOOLE<br>DN14 8NA | Energy rating<br><b>F</b> | Valid until: <b>27 June 2031</b><br>Certificate number: <b>6219-7026-6000-0098-5222</b> |
|--|---------------------------|---|

Property type

Detached house

Total floor area

107 square metres

### Rules on letting this property



#### You may not be able to let this property

This property has an energy rating of F. It cannot be let, unless an exemption has been registered. You can read [guidance for landlords on the regulations and exemptions](https://www.gov.uk/guidance/domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance) (<https://www.gov.uk/guidance/domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance>).

Properties can be rented if they have an energy rating from A to E. The [recommendations section](#) sets out changes you can make to improve the property's rating.



## Energy efficiency rating for this property

This property's current energy rating is F. It has the potential to be B.

[See how to improve this property's energy performance.](#)

| Score | Energy rating | Current | Potential |
|-------|---------------|---------|-----------|
| 92+   | A             |         |           |
| 81-91 | B             |         | 91   B    |
| 69-80 | C             |         |           |
| 55-68 | D             |         |           |
| 39-54 | E             |         |           |
| 21-38 | F             | 31   F  |           |
| 1-20  | G             |         |           |

The graph shows this property's current and potential energy efficiency.

Properties are given a rating from A (most efficient) to G (least efficient).

Properties are also given a score. The higher the number the lower your fuel bills are likely to be.

For properties in England and Wales:

the average energy rating is D  
the average energy score is 60

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## Breakdown of property's energy performance

This section shows the energy performance for features of this property. The assessment does not consider the condition of a feature and how well it is working.

Each feature is assessed as one of the following:

- very good (most efficient)
- good
- average
- poor
- very poor (least efficient)

When the description says "assumed", it means that the feature could not be inspected and an assumption has been made based on the property's age and type.

| Feature              | Description                                    | Rating    |
|----------------------|--|-----------|
| Wall                 | Cavity wall, as built, no insulation (assumed) | Poor      |
| Roof                 | Pitched, 200 mm loft insulation                | Good      |
| Window               | Fully double glazed                            | Average   |
| Main heating         | Electric storage heaters                       | Average   |
| Main heating control | Manual charge control                          | Poor      |
| Hot water            | No system present: electric immersion assumed  | Average   |
| Lighting             | No low energy lighting                         | Very poor |
| Floor                | Solid, no insulation (assumed)                 | N/A       |
| Secondary heating    | Room heaters, dual fuel (mineral and wood)     | N/A       |

### Primary energy use

The primary energy use for this property per year is 784 kilowatt hours per square metre (kWh/m<sup>2</sup>).

### Additional information

Additional information about this property:

- Cavity fill is recommended

### Environmental impact of this property

One of the biggest contributors to climate change is carbon dioxide (CO<sub>2</sub>). The energy used for heating, lighting and power in our homes produces over a quarter of the UK's CO<sub>2</sub> emissions.

An average household produces 6 tonnes of CO<sub>2</sub>

This property produces 15.0 tonnes of CO<sub>2</sub>

This property's potential production 4.8 tonnes of CO<sub>2</sub>

By making the [recommended changes](#), you could reduce this property's CO<sub>2</sub> emissions by 10.2 tonnes per year. This will help to protect the environment.

Environmental impact ratings are based on assumptions about average occupancy and energy use. They may not reflect how energy is consumed by the people living at the property.

## How to improve this property's energy performance

Making any of the recommended changes will improve this property's energy efficiency.

If you make all of the recommended changes, this will improve the property's energy rating and score from F (31) to B (91).

| Recommendation                         | Typical installation cost | Typical yearly saving |
|--|---------------------------|-----------------------|
| 1. Cavity wall insulation              | £500 - £1,500             | £611                  |
| 2. Floor insulation (solid floor)      | £4,000 - £6,000           | £154                  |
| 3. Low energy lighting                 | £55                       | £66                   |
| 4. High heat retention storage heaters | £2,000 - £3,000           | £346                  |
| 5. Solar water heating                 | £4,000 - £6,000           | £100                  |
| 6. Solar photovoltaic panels           | £3,500 - £5,500           | £349                  |
| 7. Wind turbine                        | £15,000 - £25,000         | £727                  |

### Paying for energy improvements

[Find energy grants and ways to save energy in your home. \(https://www.gov.uk/improve-energy-efficiency\)](https://www.gov.uk/improve-energy-efficiency)

---

## Estimated energy use and potential savings

|  |       |
|--|-------|
| Estimated yearly energy cost for this property | £2690 |
|--|-------|

---

|                  |       |
|------------------|-------|
| Potential saving | £1279 |
|------------------|-------|

---

The estimated cost shows how much the average household would spend in this property for heating, lighting and hot water. It is not based on how energy is used by the people living at the property.

The estimated saving is based on making all of the recommendations in [how to improve this property's energy performance](#).

For advice on how to reduce your energy bills visit [Simple Energy Advice](#) (<https://www.simpleenergyadvice.org.uk/>).

### Heating use in this property

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Heating a property usually makes up the majority of energy costs.

### Estimated energy used to heat this property

|               |                    |
|---------------|--------------------|
| Space heating | 21775 kWh per year |
|---------------|--------------------|

---

|               |                   |
|---------------|-------------------|
| Water heating | 4565 kWh per year |
|---------------|-------------------|

---

### Potential energy savings by installing insulation

| Type of insulation | Amount of energy saved |
|--------------------|------------------------|
|--------------------|------------------------|

|                        |                   |
|------------------------|-------------------|
| Cavity wall insulation | 6381 kWh per year |
|------------------------|-------------------|

You might be able to receive [Renewable Heat Incentive payments](#) (<https://www.gov.uk/domestic-renewable-heat-incentive>). This will help to reduce carbon emissions by replacing your existing heating system with one that generates renewable heat. The estimated energy required for space and water heating will form the basis of the payments.

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## Contacting the assessor and accreditation scheme

This EPC was created by a qualified energy assessor.

If you are unhappy about your property's energy assessment or certificate, you can complain to the assessor directly.

If you are still unhappy after contacting the assessor, you should contact the assessor's accreditation scheme.

Accreditation schemes are appointed by the government to ensure that assessors are qualified to carry out EPC assessments.

### Assessor contact details

Assessor's name

Harriet Atkinson

Telephone

07540 738962

Email

[harriet.atkinson2@gmail.com](mailto:harriet.atkinson2@gmail.com)

### Accreditation scheme contact details

Accreditation scheme

Stroma Certification Ltd

Assessor ID

STRO035943

Telephone

0330 124 9660

Email

[certification@stroma.com](mailto:certification@stroma.com)

### Assessment details

Assessor's declaration

No related party

Date of assessment

28 June 2021

Date of certificate

28 June 2021

Type of assessment

[RdSAP](#)

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NOT FOR SUBMISSION

## SECTION 4

### THE CONDITIONS OF SALE

#### 1. SELLER:

The Seller is **THE EAST RIDING OF YORKSHIRE COUNCIL** whose main offices are at County Hall Beverley in the East Riding of Yorkshire HU17 9BA.

#### 2. DESCRIPTION:

The Property is the land comprising approximately 6.82 acres together with the buildings erected on it situated and known as Hazel Bank Farm Snaith Road Rawcliffe Goole DN14 8NA in the East Riding of Yorkshire and shown for the purpose of identification only edged in red on Plan I attached to these conditions.

#### 3. PARTICULARS OF SALE:

The Particulars of Sale are believed to be correct but their accuracy is not guaranteed. They are expressly excluded from forming part of the Contract of Sale for the Property (the "Contract").

#### 4. THE STANDARD CONDITIONS:

The Standard Conditions (Fifth Edition) apply to the Contract except where they conflict with the Conditions of Sale. In that case, the Conditions of Sale shall prevail. In particular, the following variations shall be made to the Standard Conditions:

- 4.1 Standard Conditions 1.3.3(a), 2.2, 2.3, 3.2.2, 3.2.3, 5.1.1, 5.1.2, 5.1.3, 5.1.4, 5.1.5 and 5.1.6, 5.2, 6.1.1 and 6.1.3 do not apply
- 4.2 Standard Condition 1.1.1(m) is amended by the addition of the words "or any day falling between Christmas Day and New Years Day" to the end of that condition
- 4.3 Standard Condition 4.3.2 is varied in that in step B the Seller has seven (7) days to approve or revise the draft transfer
- 4.4 Standard Conditions 6.3.3 and 6.3.4 are varied by the addition of the words "(in the absence of evidence to the contrary)" after the words "assumed that" respectively
- 4.5 Standard Condition 6.8.1 is varied by the addition of the following at the end: "under this condition but not otherwise"
- 4.6 Standard Condition 7.1 is varied by the addition of the following as a new condition: "7.1.3: The Buyer will have no remedies for any such error or omission unless it was made in written replies to formal Enquiries Before Contract in which case its remedies will be only as set out in the Contract or unless in respect of any other error or omission it was fraudulently made"

## 5. SUBMISSION OF TENDERS:

The provisions set out in the Tendering Procedure shall be complied with in all respects in the opinion of the Seller. Failure by the Tenderer to comply with the Tendering Procedure may result in the tender submitted being disqualified from further consideration by the Seller whose decision on the matter is final.

## 6. ACCEPTANCE OF TENDERS:

The Buyer will be notified of the acceptance of his tender by a letter sent by the Seller's Director of Corporate Resources or his authorised representative. This letter will be sent by the Recorded Delivery Service of the Post Office to the address of the Buyer given in the tender. This letter shall be deemed to have been received in the normal course of post.

## 7. CONTRACT:

The letter of acceptance referred to in Condition 6 above shall include with it a certified copy of the Forms of Tender to evidence the Contract. **The Contract shall arise immediately when the letter of acceptance is posted by the Seller in accordance with Condition 6 above.** The Form of Tender and the letter of acceptance giving rise to the Contract shall for the purposes of Section 2 (2) of the Law of Property (Miscellaneous Provisions) Act 1989 incorporate all the provision of these documents except the Particulars of Sale.

## 8. DEPOSIT:

8.1 The Deposit and the Costs shall be paid by the Buyer to the Seller not later than **7 working days** after the date of the posting of the letter of acceptance of the tender referred to in Conditions 6 and 7 above and time shall be of the essence. The Deposit shall be paid by a Solicitor's client account cheque made payable to **"East Riding of Yorkshire Council"** OR by a telegraphic transfer from the Buyers Solicitor to the Sellers Bank.

8.2 The Deposit shall be held by the Seller.

8.3 If the Deposit is not paid within the timescale and otherwise in accordance with Condition 8.1 above the Buyer shall pay interest on it at the rate set out in Condition 10 below from the due date until the date the Deposit is paid but excluding that date.

## 9. COMPLETION:

The completion of the sale and purchase of the Property shall take place at the offices of the Seller's Solicitor which are at County Hall Beverley in the East Riding of Yorkshire HU17 9BA **not later than 35 working days** after the posting of the letter of acceptance referred to in Condition 6 above and time shall be of the essence. If both parties agree an earlier completion can be arranged. The balance of the Purchase Price shall be paid to the Seller on completion by telegraphic transfer to the Seller's Bank (details of which will be provided on request). **A Solicitor's client account**

**cheque or a cheque from the Buyer for the balance of the Purchase Price is not acceptable.**

**10. RATE OF INTEREST:**

The rate of interest under Standard Condition 7.2 of the Standard Conditions shall be 4% above the Bank of England base lending rate for the time being.

**11. TITLE:**

11.1 The Seller's title to the Property consists of part of its land registered at the Land Registry under Title Number Z2226Z and the whole of its land registered at the Land Registry under Title Number YK2157. Official Copy Entries and the section of the plan relating to Title Number Z2226Z are attached. Official Copy Entries and the plan relating to Title Number YK2157 are also attached.

11.2 The Seller knows of no overriding interests other than those (if any) already disclosed or apparent on an inspection of the Property or revealed by the usual searches and enquiries which affect the Property but the Property is sold subject to any overriding interests there may be.

11.3 The Property is affected by a Deed of Grant of Easement dated 8 May 1958 in favour of North Eastern Gas Board. The route of the Easement is indicated by a green broken line on Plan 2 attached. A copy of the Deed is also attached.

11.4 The Property is affected by a 15' wide right of way granted by a Transfer dated 5 January 1959 in favour of the Yorkshire Ouse River Board (now the Environment Agency). The route of the right of way is indicated by a blue line on Plan 2 attached. A copy of the Transfer is also attached.

11.5 The Property is affected by the following Wayleaves:

- (1) 11 June 1947 in favour of Post Office Telegraphs.
- (2) 2 November 1962 in favour of the Yorkshire Electricity Board.
- (3) 10 October 1988 in favour of the Yorkshire Electricity Board.

(Copies of these Wayleaves are attached but the Seller does not have a copy of the plan attached to the 2 November 1962 Wayleave).

11.6 The Property has been accessed from Snaith Road by the Seller, its Predecessors in Title and the Seller's tenants for many years over the route shown coloured brown in Plan 2 although no documentation to use this roadway has been traced. The Seller therefore applied to the Land Registry and an entry relating to the right of way has been registered under Title Number Z2226Z - entry 50 of the Proprietorship Registered (an official copy of the Register is attached).

11.7 The Property is affected by Title Number SYK 596895 which relates to a Leasehold interest in favour of Harworth Estates Mines Property Limited in respect of mines and minerals relating to coal and coal mines which affects a much larger area of land at Rawcliffe but includes the Property. These



leasehold interests are common in respect of land in the vicinity of where coal and collieries existed.

- 11.8 A Local Land Charge Search, Search of the Index Map and a Drainage Search have been made by the Seller and the results are attached to these Conditions
- 11.9 The title documents and the searches are attached for information purposes but the Tenderer will need to take its own independent legal advice that these are sufficient for its purposes or whether if its Tender is accepted it needs to request its own searches direct from the Land Registry Local Land Charges Department or Safemove.

## **12. EASEMENTS COVENANTS AND OTHER MATTERS:**

- 12.1 The Property will be sold subject to and where applicable with the benefit of:
  - 12.1.1 All public or private rights of way and other rights drainage rights easements or quasi-easements and wayleaves affecting the Property but without any liability on the Seller to define them;
  - 12.1.2 All matters discoverable by an inspection of the Property before the date of the Contract;
  - 12.1.3 All matters relating to the Property which the Seller does not and could not reasonably be expected to know about;
  - 12.1.4 Any unregistered interest that overrides the disposition effected pursuant to the Contract under Section 11(4)(c) or Schedules 1, 3 or 12 of the Land Registration Act 2002;
  - 12.1.5 All matters disclosed or which would be disclosed by searches or as a result of enquiries (formal or informal and whether made in person by writing or orally) made by or for the Buyer or which a prudent buyer ought to make;
  - 12.1.6 All outgoings charged or payable in respect of the Property;
  - 12.1.7 Any requirement of the local or any other competent authority and the provisions (if any), of any Development Plan for the area in which the Property is situated and such restrictions and conditions as have been or may in the future be imposed under any Acts of Parliament, Byelaws, Town and Country Planning Orders, Schemes or Regulations or otherwise;
  - 12.1.8 The conditions set out in any planning consent for the present use or the future development of the Property;
- 12.2 The Property will be sold subject to the covenants and other matters (if any) set out in Schedule 1 below.

- 12.3 The Buyer will be deemed to purchase the Property with full knowledge of the matters subject to which the Property is sold and shall not make any requisition or claim in respect of any of them.

### **13. THE TRANSFER:**

- 13.1 The transfer of the Property will be made with Full Title Guarantee but the operation of Section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall be limited by the deletion of the words “and could not reasonably be expected to” in that section and shall not extend as mentioned in Section 3(2) of that Act.
- 13.2 The Seller will not be required to transfer the Property to any person other than the Buyer or in more than one lot or at more than the Purchase Price or at a price divided between different parts of the Property.
- 13.3 The transfer deed (the “Transfer”) for the Property will be prepared by the Buyer’s solicitors and shall be submitted to the Seller for approval at least 21 days before the contractual completion date. An engrossment of the agreed form of Transfer **in duplicate** executed by the Buyer will be submitted to the Seller at least **7 days** before the contractual completion date.
- 13.4 The Transfer to the Buyer shall include the following provisions:-
- 13.4.1 “The Transferee with the object and intent of affording to the Transferor a full and sufficient indemnity but not further or otherwise covenants with the Transferor that the Transferee and its successors in title shall at all times after the date of this Transfer observe and perform the matters to which the Property is sold subject to so far as the same are still subsisting and capable of taking effect and relate to or affect the Property and will indemnify and keep indemnified the Transferor and its estate from and against all actions proceedings costs claims and demands in respect of any future breach non-observance or non-performance of those matters”;
- 13.4.2 “The Transferee shall not be entitled to any easement or right of light or air or other easement or right which might prejudice the free use of the adjoining land or property of the Transferor at the date of this Transfer comprised in Title Numbers Z2226Z and YK2157 for building or any other purpose and that any enjoyment had by the Transferee inconsistent with the Transferors rights under this clause shall be deemed to be had by the leave and consent of the Transferor”

### **14. RISK INSURANCE AND DETERIORATION:**

- 14.1 The Buyer shall make his own arrangements with regard to the insurance of the Property from the date of the Contract and Section 47 of the Law of Property Act 1925 shall not apply.
- 14.2 The risk of damage to the Property or destruction of buildings or structures (if any) on it shall pass to the Buyer on the date of the Contract.

14.3 The Seller will not be responsible for and the Buyer will not be entitled to any damages or compensation or to rescind the Contract as a result of any deterioration in the state or condition of the Property any loss or damage to it or occupation of the Property by any third party after the date of the Contract.

**15. VACANT POSSESSION:**

The Property will be sold with vacant possession on completion.

**16. VALUE ADDED TAX:**

The Buyer may be required to pay to the Seller such amount of Value Added Tax payable by virtue of the Value Added Tax Act 1994 at the rate for the time being in force as shall be legally payable in respect of all monies contracted to be paid by the Buyer. In every case where the Buyer agrees to pay an amount of money by virtue of the Contract for the sale and purchase of the Property the amount so expressed shall be regarded as exclusive of all Value Added Tax which may from time to time be legally payable. The Buyer should seek confirmation from the Seller before submitting a tender as to whether or not the Seller has elected to waive its exemption from charging V.A.T.

**17. CONTRACT TO REMAIN IN FORCE:**

The Contract for the Sale and Purchase of the Property shall remain in full force and effect notwithstanding completion insofar as any of the obligations of either party remain to be observed and performed.

**18. COSTS:**

The Buyer shall pay on acceptance of this Tender the sum of Five thousand pounds (£5000.00) as a contribution towards the Sellers Valuation and Legal fees incurred in connection with the sale and purchase of the Property.

**19. REPRESENTATIONS ETC:**

19.1 No elected member officer agent advisor or other person acting for the Seller has at any time prior to the making of the Contract been authorised by the Seller to make to the Buyer or to any agent advisor or other person acting for the Buyer any representation whatsoever (whether written oral or implied) in relation to the Property or to any matter contained or referred to in the Contract and no such representation shall be relied upon by the Buyer.

19.2 No immaterial error omission or mistake made in the Contract or on any plan of the Property referred to in it or in any statement made by any person prior to the making of the Contract shall in any way affect the obligations of the parties under it or entitle any party to damages or compensation.

19.3 The Contract embodies the entire understanding of the parties and is personal to the Buyer and shall not be capable of assignment by it.

19.4 Any liability of the Seller and any remedy of the Buyer at law or in equity in respect of any statement or representation is excluded to the extent authorised by the Misrepresentation Act 1967 and the Unfair Contracts Terms Act 1977.

19.5 It is hereby agreed that any reply in correspondence or in any replies to preliminary enquiries which indicates that either the Seller or its Conveyancer does not know the answer or that either the Seller or its Conveyancer are not aware of any matters contained in such an enquiry should be construed to mean just that and not so as to represent that the Seller or its Conveyancer have made such investigations as could reasonably be expected to be made by or under the guidance of a prudent Conveyancer notwithstanding the Court of Appeal Decision in *William Sindall plc v Cambridgeshire County Council* (1993).

## **20. LAND REGISTRY APPLICATIONS**

20.1 The Buyer is to use all reasonable endeavours to register the Transfer at the Land Registry as soon as reasonably practicable after completion and on completion of that registration is to provide the Seller with official copies of the title to the Property showing the Buyer registered as proprietor together with any title plan produced or updated by the Land Registry as part of the registration.

## **21. ACKNOWLEDGEMENT**

21.1 The Buyer acknowledges that

21.1.1 It has inspected the Property and has formed its own view as to its suitability for the Buyer's purposes;

21.1.2 It has contacted the public utilities and is aware of the position and depth of all services that cross the Property (if any);

21.1.3 It has had the Seller's permission to carry out a survey of the Property;

21.1.4 Except for the written replies made by the Seller's Solicitors to the formal pre-contract enquiries made by the Buyer's Solicitors it has not relied on or taken into account any statement or representation made by or on behalf of the Seller (whether written or oral) in deciding to enter into the Contract;

21.1.5 It shall not be entitled to make any requisition or claim in respect of the state of repair or condition of the Property or the compliance or non-compliance of the Property or its use with any legislation.

## **22. RIGHTS OF THIRD PARTIES:**

The Contract is for the sole benefit of the Buyer and the Seller and terms which make reference to third parties are not to be construed as terms purporting to confer benefits upon such third parties. It is not the intention of the Buyer and the Seller that any term of the Contract should be enforceable by anyone other than the Buyer and the Seller.

## **23. FURTHER INFORMATION:**

Any queries with regard to the Conditions of Sale must be clarified with Terri Milner in the Seller's Property and Commercial Law Team on (01482) 393155 or by email at [terri.milner@eastriding.gov.uk](mailto:terri.milner@eastriding.gov.uk) prior to a tender being submitted.

### **SCHEDULE 1 above referred to**

#### **Existing Covenants and other matters affecting the Property**

All matters contained mentioned or referred to in the Registers of Title Numbers Z2226Z and YK2157 so far as they relate to the Property and are still subsisting and capable of taking effect.

### **SCHEDULE 2 above referred to**

#### **New Covenants and other matters subject to which the Property is sold**

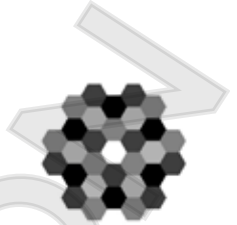
The Transfer to the Buyer shall contain the following covenants:

1. The Buyer covenants that it will within six months of the date of the Transfer to it replace or upgrade the existing system of discharge from the septic tank situated on the Property to comply with the requirements contained in the Environmental Permitting (England and Wales) (Amendment) (England) Regulations 2014 (S.I. No 2014 2852) and known as the General Binding Rules as at the date of this Contract without any liability on the Seller to verify that these works comply with the General Binding Rules in any way.
2. The Buyer further covenants to obtain any Planning Regulation Approval and Building Regulation Approval which may be necessary at its own expense prior to commencement of the works required.

## LIST OF TITLE DOCUMENTS AND SEARCHES

### Relating to Hazel Bank Farm Rawcliffe attached to the Conditions of Sale

1. Official Copy Entries and filed plan relating to the Title Number YK2157
2. Official Copy Entries relating to the Title Number Z2226Z
3. Copy/Extract from the filed plan relating to Title Number Z2226Z. The original is too large to copy but will be handed over on acceptance of the tender.
4. Wayleave Agreements dated:-  
11 June 1947  
2 November 1962  
10 October 1988
5. 8 May 1958 – Deed of Grant of Easement
6. 5 January 1959 – Transfer
7. SIMR
8. Local Land Charge Search
9. Drainage Search
10. Official Copy Entries relating to Title Number SYK596895
11. Copy/Extract from the filed plan relating to Title Number SYK596895. The original is too large to copy but will be handed over on acceptance of the tender



## Official copy of register of title

Title number YK2157

Edition date 07.09.2021

- This official copy shows the entries on the register of title on 07 JUN 2022 at 10:13:59.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 07 Jun 2022.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Kingston Upon Hull Office.

### A: Property Register

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

EAST RIDING OF YORKSHIRE

- 1 (06.06.1957) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Gyne Close, Rawcliffe.
- 2 (07.09.2021) The registered proprietor claims that the land in this title has the benefit of a right of way with or without vehicles onto Snaith Road via the access road adjoining Hazel Bank Farm. The right claimed is not included in this registration. The claim is supported by a statement of truth made on 7 September 2021 by Rob Mansell of The East Riding of Yorkshire Council and a statement of truth made on 6 September 2021 by Jonathan Eric Lewis.

*NOTE: Copies filed under Z2226Z.*

### 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 possessory

- 1 (06.06.1957) PROPRIETOR: The East Riding of Yorkshire Council of County Hall, Cross Street, Beverley HU17 9BA.
- 2 The land was acquired for the purpose of Smallholdings pursuant to the Agricultural Act 1947.
- 3 (06.06.1957) RESTRICTION registered under an Order of the Registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Agriculture Act 1947 or some other Act or Authority.

### C: Charges Register

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

Title number YK2157

- 1 A Deed dated 8 May 1958 made between (1) The County Council of the West Riding of Yorkshire and (2) North Eastern Gas Board grants rights to lay erect construct use maintain clean repair renew inspect remove and replace an eight inch gas main at a minimum depth of two feet six inches and two syphon boxes and ancillary rights of entry.

NOTE 1: The approximate position of the part of the main and the position of the syphon box falling within this title are shown by a blue broken line and the words syphon box on the filed plan

NOTE 2: Copy filed under Z2226 Z.

- 2 The land tinted blue on the filed plan is subject to rights of way.

End of register



7 088

3 566

H.M. LAND REGISTRY  
 Filed Plan of Title No. YK2157

Scale 1/2500

O.S. Sheet YORKSHIRE CCLII I.

Copyright Reserved

5-053

480  
12-678

460  
4-789

462  
11-006

463  
6-857

464  
4-287

458  
5-137

453  
3-681

449  
1-656

448  
1-559

454  
3-997

444  
1-909

455  
15-211

450  
4-091

447  
5-06

446  
7-535

452  
26-427

Stone

Rawcliffe Highway Crossing

415  
11-337

417  
7-910

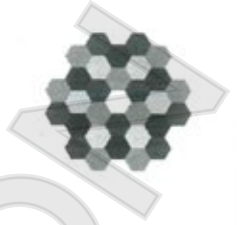
419  
11-520



Barrier Bank  
 Thorne  
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418  
13-166

14  
37



# Official copy of register of title

Title number Z2226Z

Edition date 07.09.2021

- This official copy shows the entries in the register of title on 7 June 2022 at 10:20:57.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 9 June 2022.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title, see [www.gov.uk/land-registry](http://www.gov.uk/land-registry).
- This title is dealt with by HM Land Registry Durham Office.

## A: Property register

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

### EAST RIDING OF YORKSHIRE

- 1 (12.04.1921) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land and buildings known as the Rawcliffe Estate.
- 2 (21.06.1934) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 3 (10.05.1956) As to the land edged and lettered 'X' in green on the title plan - Title Closed - registration annulled.
- 4 The land has the benefit of rights of user of a water pipe under the land edged and numbered YK2189 in green on the title plan and ancillary rights of entry.
- 5 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered YK2939 in green on the title plan dated 5 January 1959 made between (1) The County Council of the West Riding of Yorkshire and (2) Yorkshire Ouse River Board:-  
  
"RESERVING to the County Council the free passage and running of water and soil coming from any property of the County Council adjoining or near to the land hereby transferred AND RESERVING ALSO to the County Council and their tenants of the land to the west of the Barrier Bank a full and free right of way for agricultural purposes as now enjoyed over the existing access crossing the said Barrier Bank between Fields Numbers 480 and 481 on the said Ordnance Survey Map."
- 6 The land has the benefit of the free passage and running of water and soil through the land edged and numbered YK4267 in green on the title plan.

## A: Property register continued

7 The land has the benefit of the free passage and running of water and soil through the land edged and numbered YK4765 in green on the title plan.

8 The land has the benefit of rights for constructing and maintaining a six inch pipe drain over land at Rawcliffe contained in a Deed dated 28 December 1967 made between (1) The Yorkshire Ouse and Hull River Authority and (2) The County Council of the West Riding of Yorkshire.

*NOTE: Copy filed.*

9 The land has the benefit of the free passage of water and soil through the land edged and numbered YWE2844 in green on the title plan.

10 The land has the benefit of the free passage of water and soil through the land edged and numbered YWE3117 in green on the title plan and also through the dyke situated on the south-eastern boundary of the land so edged and numbered.

11 The land has the benefit of the following rights reserved by the Transfer dated 3 December 1970 referred to in the Charges Register:-

"RESERVING unto the Transferors and all other persons entitled thereto the right to use that part of the water supply pipe as is within the property hereby transferred and the stop tap both indicated in blue on the said plan."

12 The land has the benefit of the following rights reserved by the Transfer dated 7 December 1970 referred to in the Charges Register:-

"RESERVING unto the Vendors and all other persons entitled thereto the right to use that part of the said sewage pipe indicated by a broken green line on the said plan within the property hereby transferred and serving Number 2 White City aforesaid and the said septic tank within the property hereby transferred with the right at all reasonable times to enter the property hereby transferred in order to inspect renew repair and cleanse the said pipe at their own expense on making good to the reasonable satisfaction of the Purchasers and their successors in title all damage occasioned thereby."

13 The land has the benefit of the following rights reserved by the Transfer dated 8 March 1971 referred to in the Charges Register:-

"RESERVING unto the Transferors and all other persons entitled thereto (i) the right to use that part of the water supply pipe as is within the property hereby transferred and the stop tap both indicated in blue on the said plan (ii) the right of discharge of surface water and kitchen sink drainage from the adjoining dwellinghouse belonging to the Transferors on the East (other than W.C. effluent) as now enjoyed with that property but not further or otherwise through the portion of the said drain shown by a green line between the points marked "B-C-D-E" on the said plan."

14 The land has the benefit of the following rights reserved by the Transfer dated 19 April 1971 referred to in the Charges Register:-

"RESERVING unto the Transferors and all other persons entitled thereto the right to use that part of the said sewage pipe indicated by a broken green line on the said plan within the property hereby transferred and serving Number 6 White City Airmyn aforesaid and the said septic tank within the property hereby transferred with the right at all reasonable times to enter the property hereby transferred in order to inspect renew repair and cleanse the said pipe at their own expense on making good to the reasonable

## A: Property register continued

satisfaction of the Transferees and their successors in title all damage occasioned thereby."

- 15 The land has the benefit of the following rights reserved by the Transfer dated 30 December 1971 referred to in the Charges Register:-

"RESERVING unto the Transferors and all other persons entitled thereto (i) the right to use that part of the water supply pipe as is within the property hereby transferred and the stop tap both indicated by a blue line on the said plan (hereinafter called "the existing water supply") (ii) the right of discharge of surface water and kitchen sink drainage from the adjoining dwellinghouses now or formerly belonging to the Transferors on the East and on the West (other than water closet effluent) as now enjoyed with those properties but not further or otherwise through the portions of the said drain shown by green lines between the points marked "B - C - D - E" and "O - N - M" on the said plan."

- 16 The land has the benefit of the free passage of water and soil through the land edged and numbered YWE40033 in green on the title plan.

- 17 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered HS311 in green on the filed plan dated 18 July 1974 made between (1) Humberside County Council and (2) William Edward Ingram:-

"RESERVING to the Transferor or other the owners or occupiers of the said adjoining two dwellinghouses or cottages on the north and south (a) a right (in common with the Transferor) of way as now enjoyed at all times on foot only over the footpath coloured blue on the said plan (b) a right (in common as aforesaid) of drainage as now enjoyed through that section of foul sewer as shown by a purple broken line between the points marked "A-B-C-D" on the said plan (c) a right (in common as aforesaid) of drainage of surface water and kitchen sink drainage as now enjoyed through that section of drain as shown by a broken green line between the points marked "X-Y" on the said plan and (d) a right (in common as aforesaid) as now enjoyed of user of that part of the water supply pipe as shown by a blue line between the points marked "L-M" on the said plan."

NOTE: The footpath coloured blue referred to forms part of the land hatched blue on the filed plan. The points referred to are identical to those contained in the plan to the Transfer dated 28 January 1974 referred to in the Charges Register.

- 18 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered HS2268 in green on the title plan dated 15 May 1975 made between (1) Humberside County Council and (2) British Gas Corporation:-

"A Right of way is hereby reserved for the Transferor and its successors in title through the Compound Site along the access road coloured pink and hatched green from Key Lane to the adjacent land of the Transferor"

NOTE: The land coloured pink and hatched green referred to is tinted yellow on the title plan.

- 19 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered HS21122 in green on the title plan dated 17 August 1977 made between (1) The County Council of Humberside and (2) Ian Swales:-

"EXCEPTING AND RESERVING out of the sale of the said property unto the Vendor and its successors in title a right to enter the property to

## A: Property register continued

maintain and if necessary replace any pipes wires cables and drains serving the property and the Vendor's adjoining properties the Purchaser paying a reasonable proportion of the costs of any such work and a right within eighty years from the date of the Transfer to enter the property to install and thereafter maintain and if necessary replace any new pipes wires cables and drains for the benefit of the Vendor's adjoining properties the Vendor or its successors in title making good any damage caused by the installation maintenance and replacement."

- 20 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered HS32730 in green on the title plan dated 27 June 1978 made between (1) The County Council of Humberside and (2) Croda Oleochemicals Properties Limited:-

"EXCEPTING AD RESERVING unto the Vendor and its successors in title:-

(a) full and free right of running water and soil gas and electricity through and by the sewers drains pipes and watercourse and electricity mains now laid in or under the said property.

(b) full and free right to use their adjoining or neighbouring lands for building or any purposes notwithstanding that any buildings or erections built or to be built or erected thereon may interfere with the access of light and air to the said property."

- 21 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered HS37129 in green on the title plan dated 22 December 1978 made between (1) The County Council of Humberside and (2) Mary Torn:-

"TOGETHER WITH a right of way over the land coloured brown on the said plan and all easements over the Council's adjoining land reasonably necessary for water electricity and drainage (the exact line of such easements to be agreed by the Council before being exercised) BUT SUBJECT TO the Councils right to drain through maintain and replace to existing 150 mm drain shown on the said plan and to similar rights for the owners of the adjoining properties on the South in respect of the surface water drain the approximate line of which is shown on the said plan.

2. THERE is reserved to the Council and its successors in title the right within 80 years from the date hereof to enter such part of the property hereby transferred as shall then not be built upon to install and thereafter maintain and if necessary replace any new pipes wires cables and drains for the benefit of the Councils adjoining properties the Council making good any damage caused by the installation maintenance and replacement."

*NOTE: Copy transfer filed under HS37129.*

- 22 The Transfer dated 10 June 1981 referred to in the Charges Register contains provisions as to light or air and boundary structures.
- 23 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered HS63424 in green on the title plan dated 9 October 1981 made between (1) The County Council of Humberside and (2) Francis William Sykes:-

"TOGETHER WITH and SUBJECT TO all rights easements privileges and liabilities of which the property hereby transferred has the benefit or to which it is subject and in particular TOGETHER WITH a right of way for the Transferee and his successors in title and his tenants servants and any

## A: Property register continued

other persons authorised by him or them at all times in connection with the present use of the land hereby transferred on foot or with or without animals and motor vehicles over the road way coloured green and brown on the said plan annexed hereto and a right to use all sewers drains watercourses pipes wires and cables and other services laid or passing over through or under the remainder of the land (where necessary and appropriate) comprised in the above title number and a right to go onto the adjoining and neighbouring property of the Transferor so far as is necessary for the purpose of carrying out repairs and making inspections causing no unnecessary damage and making good any damage done in the exercise of these rights.

THERE IS HEREBY EXPRESSLY RESERVED out of this transfer in favour of the Transferor and its successors in title a right within eighty years from the date hereof to enter any part of the property hereby transferred at the time of the exercise of this said right not built upon with or without motor vehicles at any time upon giving reasonable notice to the Transferee to construct drains across the property hereby transferred for the benefit of the Transferors retained land being the remainder of the land in the above-mentioned title TOGETHER WITH a right to inspect cleanse repair or renew the said drains without payment of any charge to the Transferee but subject to the Transferor making good any damage caused to the surface of the property hereby transferred to the reasonable satisfaction of the Transferee and paying reasonable compensation for any crop damage occasioned by the exercise of this right."

*NOTE: Copy Transfer filed under HS63424.*

- 24 The land has the benefit of the following subjective rights contained in but is subject to the following rights granted by a Transfer of the land edged and numbered HS66939 in green on the title plan dated 18 June 1981 made between (1) The County Council of Humberside and (2) George William Smalley and Molly Smalley

"TOGETHER with but SUBJECT to (as the case may be) all rights easements and appurtenances as are now used and enjoyed by and between the said land and the adjoining land of the Transferor and in particular a right of way at all times and for all purposes for the Transferees and their successors and assigns over the land coloured brown on the said plan."

*NOTE: Copy transfer filed under HS66939.*

- 25 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered HS73375 in green on the title plan dated 5 August 1982 made between (1) The County Council of Humberside and (2) Roland Philip Curley:-

"The Transferee shall be entitled to the following rights affecting the properties now or lately owned by the Transferor:-

- (a) The said right of way over the land hatched brown
- (b) The said right of way over the land coloured brown
- (c) A right to pass water and sewage through the pipes coloured purple green brown and red on the plan annexed
- (d) The right to use the septic tank coloured green on the plan annexed
- (e) The right to use the collection chamber and inspection chamber marked IC3 on the said plan

## A: Property register continued

(f) To obtain a supply of water through the pipe shown by a blue line on the said plan

(g) In the exercise of the rights above mentioned to enter upon the adjoining land after first giving (except in an emergency) reasonable notice for the purpose of maintaining repairing and renewing any of the said services and for those purposes to dig up the adjoining land doing no more damage than is reasonably necessary and making good without delay all damage caused

5) There are excepted and reserved to the Transferors and its successors in title owners and occupiers for the time being of numbers 1 and 3 to 8 inclusive White City aforesaid rights similar to those mentioned in Clause 4(c) to (g) hereof in relation to such of the services there mentioned as cross or situate within the boundaries of the property hereby transferred."

*NOTE: Copy transfer filed under HS73375.*

- 26 The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered HS78958 in green on the title plan dated 21 February 1983 made between (1) The County Council of Humberside and (2) Paul Roger Haywood and Susan Haywood which are in identical terms to those contained in the Transfer dated 15 April 1983 referred to below.
- 27 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered HS80669 in green on the title plan dated 15 April 1983 made between (1) The County Council of Humberside and (2) Timothy John Osguthorpe and Barbara Ann Osguthorpe:-

"Together with the following rights as appurtenant thereto;

The free passage and running of electricity water soil and other services to and from the property hereby transferred and any buildings for the time being thereon through and along the cables wires conduits pipes sewers and drains at present used for the purpose in under or over the said adjoining properties numbers 23 25 and 29 Station Road aforesaid with the power for the Transferees and their successors in title owner or owners of the property hereby transferred or any part or parts thereof to enter on any part of the said adjoining properties to connect to existing or to lay new additional separate cables wires sewers pipes conduits and drains with the rights to maintain and repair the same doing as little damage as possible to the said property entered upon and making good the surface without unnecessary delay at their own expense and paying compensation for any damage done or occasioned by the exercise of this power provided that any such additional and new length shall be maintained and repaired at the sole cost of the person or persons causing the work to be done.

- 28 The following easements and rights are hereby excepted and reserved unto the Transferor for itself and its successors in title in fee simple as incident to the ownership of the adjoining properties numbers 23 25 and 29 Station Road;
1. A right of way for all purposes over the access drive shown coloured brown on the said plan to gain access to and egress from the said adjoining properties numbers 23 25 and 29 Station Road aforesaid and together with the right to park motor vehicles on the designated parking area shown on the said plan which forms part of the said access drive area.

## A: Property register continued

2. The free passage and running of electricity water soil and other services to and from the said adjoining properties numbers 23 25 and 29 Station Road aforesaid and any buildings for the time being thereon through and along the cables wires conduits pipes sewers and drains at present used for the purpose in under or over the property hereby transferred with the power for the Transferor and its successors in title owner or owners of such adjoining properties or any part or parts thereof to enter on any part of the property hereby transferred to connect to existing or to lay new and additional separate cables wires sewers pipes conduits and drains with the rights to maintain and repair the same doing as little damage as possible to the said property entered upon and making good the surface without unnecessary delay at its or their own expense and paying compensation for any damage done or occasioned by the exercise of this power provided that any such additional and new length shall be maintained and repaired at the sole cost of the person or persons causing the work to be done."

*NOTE: Copy Transfer filed under HS80669.*

29 The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered HS81453 in green on the filed plan dated 3 June 1983 made between (1) The County Council of Humberside and (2) Jonathon Michael Eaves and Gillian Woodhouse which are in identical terms as those contained in the Transfer dated 15 April 1983 referred to above.

30 The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered HS84156 in green on the filed plan dated 14 July 1983 made between (1) The County Council of Humberside and (2) Robert Stephen Brown and Gilliam Fryer which are in identical terms to those contained in the Transfer dated 15 April 1983 referred to above except that the adjoining properties are referred to as 25, 27 and 29 Station Road.

31 The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered HS93347 in green on the title plan dated 4 May 1984 made between (1) The County Council of Humberside and (2) David Stone and Olive Winlow.

*NOTE: Copy filed under HS93347.*

32 The land has the benefit of the following rights contained in but is subject to the following rights granted by a Transfer of the land edged and numbered HS94909 on the title plan dated 11 October 1984 made between (1) The County Council of Humberside and (2) Susan Jane Gathercole:-

"TOGETHER WITH and SUBJECT TO all rights easements and appurtenances as are now used or enjoyed with the said property or to which the same is now subject and in particular SUBJECT TO a right of way on foot for the owners of the adjoining property numbered 13 Station Road aforesaid over the land coloured brown on the said plan."

*NOTE: Copy plan filed under HS94909.*

33 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered HS97012 in green on the title plan dated 23 December 1984 made between (1) The County Council of Humberside and (2) Frank Lister and Marjorie Winifred Lister:-

"TOGETHER WITH and SUBJECT TO all rights easements and appurtenances as are now used or enjoyed with the said property or to which the same is now



## A: Property register continued

subject and in particular TOGETHER WITH a right of access for domestic and agricultural vehicles over the land coloured brown on the said plan.

THERE IS HEREBY EXPRESSLY RESERVED out of this Transfer in favour of the Transferor and its successors in title

1) A right to enter upon the property hereby transferred to inspect repair replace or renew the drain and inspection chamber coloured green on the said plan the Transferor making good any damage caused by the exercise of this right.

2) To discharge rainwater into the pipe coloured purple on the said plan and to inspect repair replace or renew the said pipe.

3) Drain into the septic tank through the drain coloured green and orange on the said plan."

*NOTE: Copy filed under HS97012.*

34 The Transfers of those parts edged and numbered in green on the title plan which were made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 of that Act.

35 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered HS114021 in green on the title plan dated 26 June 1986 made between (1) The County Council of Humberside (Council) and (2) Yorkshire Water Authority (Authority):-

"TOGETHER WITH the rights contained in the Second Schedule hereto EXCEPTING AND RESERVING the rights set out in the Third Schedule hereto.

THE SECOND SCHEDULE hereinbefore referred to

### Rights granted to the Authority

The full and free right in fee simple for the Authority its servants agents contractors and all others authorised by it (in common with the Council and all others having the like right) at all times as appurtenant to lands held by the Authority for the purposes of land drainage and flood alleviation with or without vehicles machinery and plant to pass and repass and to drive sheep cattle and other animals over and along the roadway shown coloured brown on the said plan all which land comprises a part of Title Z2226Z.

THE THIRD SCHEDULE hereinbefore referred to.

(Rights excepted and reserved)

The full and free right in fee simple for the Council its servants agents contractors and all others authorised by it (in common with the Authority and all others having the like right) at all times and for all purposes in connection with the use and enjoyment of its lands adjacent to the said lands with or without vehicles machinery and plant to pass and repass and to drive sheep cattle and other animals over and along the land shown coloured green on the said plan.

*NOTE: Copy Transfer filed under HS114021.*

36 The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered HS115290 in

## A: Property register continued

green on the title plan dated 22 July 1986 made between (1) The County Council of Humberside and (2) Herbert Boynton Watson and Janice Williams in terms identical to those referred to in the Transfer dated 5 August 1982 referred to above.

*NOTE: Copy Transfer filed under HS115290.*

- 37 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered HS163454 in green on the title plan dated 5 January 1989 made between (1) The County Council of Humberside (Transferor) and (2) Croda Chemicals International Limited (Transferee):-

"There is excepted and reserved to the Transferor out of the property hereby transferred for the benefit of the Transferors retained land in title number Z2226Z

(i) The right to use for all proper purposes connected with the said retained land any sewers drains water courses pipes cables mines or other channels or conductors now or within Eighty years from the date hereof laid in under or over the land hereby transferred with power at any time to enter thereon for the purpose of repairing renewing maintaining inspecting or cleansing the same the Transferor and its successors in title paying a fair and proper proportion of the cost of maintaining any such as may be used in common and

(ii) all rights of drainage light water and all liberties privileges and advantages now used or enjoyed therewith by the said retained land whether as quasi-easements or otherwise and whether or not continuous apparent or reasonably necessary."

- 38 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered HS198506 in green on the title plan dated 19 November 1990 made between (1) The County Council of Humberside and (2) Elsie May Carl (Purchaser):-

"EXCEPT and RESERVED as may be mentioned in the Second Schedule hereto.

### SECOND SCHEDULE

#### Rights reserved by the Council

(i) The Right for the Council and its successors in title within eighty years from the date hereof to enter the property conveyed whether by its surveyors agents workmen or otherwise from time to time and to at all reasonable times upon giving reasonable notice to the Purchaser or her successors in title to lay and thereafter maintain and if necessary replace any new pipes wires cables and drains for the benefit of the Councils adjoining properties the Council making good any damage caused by such laying maintaining or replacement to the reasonable satisfaction of the Purchaser or her successors in title.

(ii) The right for the Council to enter the property hereby conveyed to repair and if necessary replace any pipes wires cables and drains serving the property hereby conveyed and the Council's adjoining properties paying a reasonable proportion of the cost of any such work."

- 39 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered HS232059 dated 21 December 1993 made between (1) The County Council of Humberside (Council) and (2) Kevin Waite Pullan (Transferee):-

"TOGETHER WITH the benefit of but SUBJECT TO all existing rights easements

## A: Property register continued

covenants and appurtenances as are now used and enjoyed with the land hereby transferred or to which the land hereby transferred is subject in favour of the retained land (being other parts of the land comprised in the title above mentioned shown edged blue on the said plan) and in particular EXCEPTING and RESERVING in fee simple to the Council and its successors in title the owners and occupiers for the time being of all or any part or parts of the retained land and its and their respective servants and licensees.

(a) A right in common with any other person having the like right of way from time to time and at all times thereafter by day or night and for all purposes of access and egress with or without vehicles to pass and repass over the access road hereinafter mentioned.

(b) A right in common with any other person having the like right to connect into and use the sewers drains pipes wires cables or other channels or conductors within eighty years of the date hereof to be made under the said access road.

(c) A right to connect into and use all sewers drains pipes wires and conduits now existing or within eighty years of the date hereof to be made in under or upon the land hereby transferred with power at any time upon giving previous reasonable notice to enter upon the land hereby transferred to make lay repair cleanse and maintain any sewers drains pipes wires and conduits so that the person entering shall make good all damage occasioned thereby and shall cause as little disturbance as reasonably practicable to the owners and occupiers for the time being of the land hereby transferred."

NOTE 1: The access road referred to is described in the Transfer as "an access road from the public highway known as Riverside, across the land transferred to the retained land on the western and southern boundaries of the land transferred."

NOTE 2: Copy filed under HS232059.

- 40 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered HS234084 in green on the title plan dated 31 March 1994 made between (1) The County Council of Humberside (County Council) and (2) Stephen George Huby and Dianne Huby (Transferees):-

"TOGETHER WITH the benefit of but SUBJECT TO all existing rights easements and other matters as are now used and enjoyed with the land hereby transferred or to which the land hereby transferred is subject."

- 41 The title plan has been amended as to the Southern and Western boundary (of land adjacent to Hirst Farm)

- 42 (14.04.1999) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered YEA5725 in green on the title plan dated 18 January 1999 made between (1) East Riding of Yorkshire Council (Transferor) and (2) Humberside Independent Care Association Limited (Transferee):-

"Together with a right of way in common with the Transferor and all others authorised by it at all times and for all purposes over the road shown coloured yellow on the plan subject to the Transferee contributing on demand 25% of the Transferor's costs in maintaining the same

It is hereby agreed that the following rights shall be reserved by the Transferors:-

## A: Property register continued

(1) the right at any time to erect or suffer to be erected any buildings or other erections and to alter any building or other erection now standing or after the date of the transfer of the Property to be erected on any part of the Retained Land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the Property and any access of light and air over the Retained Land shall be deemed to be enjoyed by the licence or consent of the Transferors and not as of right

(2) the right of support from the Property from any adjoining land of the Transferors

(3) the right to have maintain repair cleanse use reconstruct alter and remove any drains pipes wires cables and works on over or under the Property now used for the benefit of any adjoining property of the Transferors

(4) full right and liberty for the Transferors and its successors in title with or without workmen and equipment at all reasonable times on prior written notice (which shall not be less than 48 hours except in an emergency) to enter upon the Property for the purpose of exercising the right reserved by paragraph 4 of this sub-clause

(5) full right and liberty for the Transferors and its successors with or without workmen and equipment at all reasonable times on prior written notice (which shall not be less than 48 hours except in an emergency) to enter upon the Property for the purpose of maintaining repairing renewing reinstating altering or amending any fences walls or retaining walls and other work of the Transferors or in exercise of the Transferor's power duties and functions as a local authority on its adjoining or neighbouring land

The Transferors making good any damage occasioned to the Property by the exercise of the rights of entry reserved by paragraphs 4 and 5 of this sub-clause to the reasonable satisfaction of the Transferees."

NOTE: The road coloured yellow referred to is the road adjoining the most eastern boundary of the land in this title leading into Station Road.

- 43 (14.04.1999) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered YEA6319 in green on the title plan dated 9 April 1999 made between (1) East Riding of Yorkshire Council and (2) Peter Morrell.

NOTE: Copy filed under YEA6319.

- 44 (25.05.2011) The registered proprietor claims that the land edged and numbered 1 in brown on the title plan has the benefit of a right of way with or without vehicles over the land edged and numbered 2 and 3 in brown on the title plan. The right claimed is not included in this registration. The claim is supported by a statement of truth dated 23 May 2011 made by The East Riding of Yorkshire Council.

NOTE: Copy filed.

- 45 (06.09.2012) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered YEA69024 on the title plan dated 24 August 2012 made between (1) The East Riding Of Yorkshire Council and (2) John Shears.

NOTE: Copy filed under YEA69024.

## A: Property register continued

- 46 (10.10.2014) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered YEA75229 in green on the title plan dated 26 August 2014 made between (1) The East Riding Of Yorkshire Council and (2) Trevor Fillingham, Keith Fillingham and George Fillingham.

*NOTE: Copy filed under YEA75229.*

- 47 (27.04.2016) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered YEA78999 in green on the title plan dated 11 November 2015 made between (1) East Riding Of Yorkshire Council and (2) Tony Williams and Louise Williams but is subject to any rights that are granted by the said deed and affect the registered land.

*NOTE: Copy filed under YEA78999.*

- 48 (06.09.2016) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered YEA81468 in green on the title plan dated 11 August 2016 made between (1) East Riding Of Yorkshire Council and (2) Danny Monaghan and Mandy Monaghan.

*NOTE: Copy filed under YEA81468.*

- 49 (06.09.2018) By a Deed dated 6 September 2018 made between (1) The East Riding of Yorkshire Council and (2) Tony Williams and Louise Williams the right reserved by clause 12.5 to the Transfer dated 11 November 2015 referred to above has been extinguished.

*NOTE: Copy filed.*

- 50 (07.09.2021) The registered proprietor claims that the land in this title has the benefit of a right of way with or without vehicles onto Snaith Road via the access road adjoining Hazel Bank Farm. The right claimed is not included in this registration. The claim is supported by a statement of truth made on 7 September 2021 by Rob Mansell of The East Riding of Yorkshire Council and a statement of truth made on 6 September 2021 by Jonathan Eric Lewis.

*NOTE: Copies filed.*

## 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 (12.04.1921) PROPRIETOR: EAST RIDING OF YORKSHIRE COUNCIL of County Hall, Beverley, East Riding Of Yorkshire HU17 9BA.

## C: Charges register

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

- 1 The land cross hatched in red on the title plan is subject to rights of way.

## C: Charges register continued

- 2 Such part of the land as is affected thereby is subject to a right for the owners of the land edged and numbered P9018 in green on the title plan to take water from a tap situate on property on the South of such plot.
- 3 So much of the roadway situate on the north of the land edged and numbered P9424 in green on the title plan and included in the titles is subject to rights of way.
- 4 By a Transfer dated the 16 July 1942 the land edged and numbered YK519 in green on the title plan was transferred by The County Council of the West Riding of Yorkshire to Croda Limited together with the right to discharge surface water emanating from such land into the dyke on the North-west side thereof and the part of the land in this title affected thereby is subject to such right.

*NOTE: Copy filed under YK519.*

- 5 A Deed dated 8 May 1958 made between (1) The County Council of The West Riding of Yorkshire and (2) North Eastern Gas Board grants rights to lay erect construct use maintain clean repair renew inspect remove and replace an eight inch gas main at a minimum depth of two feet six inches and two syphon boxes and ancillary rights of entry. The approximate position of the part of the main and the position of the syphon box falling within this title are shewn by a blue broken line between the points lettered "A" and "B" in blue and the words "syphon box" on the title plan.

*NOTE: Copy filed.*

- 6 The land tinted brown on the title plan is subject to rights of way.
- 7 The land is subject to the following rights granted by a Transfer of the land edged and numbered YWE2844 in green on the title plan dated 25 September 1968 made between (1) The County Council of the West Riding of Yorkshire and (2) The Rural District Council of Goole:-

"The right or easement in perpetuity of constructing placing and laying in and through land belonging to the Transferors situate at Rawcliffe and Rawcliffe Bridge aforesaid and for ever hereafter relaying renewing maintaining cleansing and repairing the sewers and manholes and rising mains specified in the First Schedule hereto the said sewers and rising mains to be laid and maintained not less than Two feet six inches below the surface of the ground TOGETHER with the right or easement in perpetuity for the passage through the said sewers and rising mains of all sewage and water which may from time to time pass through the same AND ALSO the right of entry way and passage for the Transferees their agents servants and workmen at all such reasonable times as may be necessary upon and over so much of the land in which the said sewers manholes and rising mains shall be constructed as may be necessary for the purpose of obtaining access to the same for all or any of the purposes aforesaid or relating thereto.

THE FIRST SCHEDULE above referred to.

1. A sewer twelve inches in diameter and Two hundred and ninety four yards in length with four manholes in the course and position approximately shown in green on the said Plan No. 1 and thereon marked "A".
2. A pumping main eight inches in diameter and Five hundred and fifty yards in length in the course and position approximately shown in blue on the said Plan No. 1 and thereon marked "C" (1).
3. A pumping main six inches in diameter and Four hundred and seventy yards in length with two hatchboxes in the course and position approximately

## C: Charges register continued

shown in blue on the said Plan No. 2 and thereon marked "C(2)".

4. A sewer twelve inches in diameter and One hundred and seventy five yards in length with three manholes and one flushing chamber in the course and position approximately shown in green on the said Plan No. 2 and thereon marked "E".....

6. A sewer nine inches in diameter and Ninety three yards in length with two manholes in the course and position approximately shown in green on the said Plan No. 2 and thereon marked "H".

7. An outfall twelve inches in diameter and six yards in length in the course and position approximately shown in green on the said plan No. 1 ad thereon marked "J".

8. A pumping main seven inches in diameter and One hundred and twenty yards in length in the course and position approximately shown in blue on the said plan No. 2 and thereon marked "C(3)".

9. A pumping main six inches in diameter and Thirty two yards in length with two manholes in the course and position approximately shown in blue on the said Plan No. 1 and thereon marked "C(4)".

10. A sewer twelve inches in diameter and twelve yards in length with two manholes within Field O.S. No. 259 in the course and position approximately shown in green on the said Plan No. 2 and thereon marked "K".

NOTE: So many of the respective manholes hatchboxes, flushing chamber and outfalls referred to as fall within this title have been similarly shown on the filed plan. The position of so many of the respective sewers and mains as fall within this title has been shown on the filed plan by blue broken lines between the respective points as follows:-

The sewer marked "A" - between the points marked "C" and "D"

The pumping main marked "C(1)" - between the points marked "E" and "F"

The pumping main marked "C(2)" - between the points marked "G" and "H"

The sewer marked "E" - between the points marked "Q" and "R"

The sewer marked "H" - between the points marked "L", "M" and "N".

The outfall marked "J" - at the point marked "S"

The pumping main marked "C(3)" - between the points marked "J" and "K"

The pumping main marked "C(4)" - between the points marked "O" and "P"

The sewer marked "K" - between the points marked "T" and "U"

The other sewers, manholes and rising mains referred to do not affect the land in this title.

- 8 The land is subject to the following rights granted by a Transfer of the land edged and numbered YWE13076 in green on the title plan dated 3 December 1970 made between (1) The County Council of The West Riding of Yorkshire and (2) Thomas John Foster and Duphrus Louina Foster:-

"TOGETHER with (a) the right of discharge of drainage from the said dwellinghouse (other than w.c. effluent) as now enjoyed but not further or otherwise through the pipe the approximate position of which is indicated

## C: Charges register continued

by a broken orange line on the said plan to the collection chamber and the inspection chamber marked "I.C.1" both indicated on the said plan and situate on the adjoining property of the Transferors into the common drain indicated by a broken red line on the said plan to the open drain on the Eastern side of Number 1 White City Airmyn aforesaid and thence into the Township Drain indicated on the said plan (b) the right of discharge of sewage from the said dwellinghouse as now enjoyed through the pipe indicated by a broken green line on the said plan through the inspection chamber marked "I.C.2." on the said plan into the septic tank situate within the adjoining property of the Transferors known as Number 7 White City Airmyn aforesaid and thence through the said collection chamber and inspection chamber "I.C.1." into the said common drain (c) the right to use and at all reasonable times to enter the said adjoining property of the Transferors in order to inspect renew repair and cleanse at their own expense those portions of the said drainage and sewage pipes serving solely the property hereby transferred which pass through the said adjoining property Number 7 White City Airmyn aforesaid to the said inspection and collection chambers the Transferees making good at their own expense to the reasonable satisfaction of the Transferors and their successors in title all damage occasioned thereby (d) a right of way for all purposes over and along the bridge and road Eighteen feet wide shown hatched brown on the said plan on the Western side of the property hereby transferred and also over the road Twelve feet wide shown coloured brown on the said plan on the Northern boundary of the said property hereby transferred (e) the right of entry on to the adjoining land of the Transferors (in common with the owners and occupiers for the time being of Numbers 1 to 7 White City Airmyn aforesaid for the purpose of maintaining repairing and renewing the said road Twelve feet wide and of inspecting maintaining cleansing repairing and renewing the said common drain and the said open drain on making good to the reasonable satisfaction of the Transferors or their tenants all damage occasioned thereby and if required compensating the tenants for damage to crops or injury to stock PROVIDED that in the exercise of these rights at least Seven day's notice in writing shall be given to the Transferors or their tenants except in the case of emergency."

*NOTE: Copy Transfer filed under YWE13076.*

- 9 The land is subject to the following rights granted by a Transfer of the land edged and numbered YWE16257 in green on the title plan dated 7 December 1970 made between (1) The County Council of The West Riding of Yorkshire (Vendor) and (2) Stephen Dealtry and Yvonne Dealtry (Purchasers):-

"TOGETHER with the right of discharge of drainage from the said dwellinghouse (other than w.c. effluent) as now enjoyed but not further or otherwise through the pipe the approximate position of which is indicated by a broken orange line on the said plan to the collection chamber and the inspection chamber marked "I.C.3" indicated on the said plan both situate on the adjoining property of the Vendors and into the common drain indicated by a broken red line on the said plan to the open drain on the East of the property hereby transferred and thence into the Township Drain indicated on the said plan AND TOGETHER with the right of discharge of sewage from the said dwellinghouse as now enjoyed through the pipe indicated by a broken green line on the said plan into the septic tank situate within the property hereby transferred and thence into the said common drain AND TOGETHER with the right to use and at all reasonable times to enter the said adjoining property of the Vendors in order to inspect renew repair and cleanse at their own expense that portion of the said pipe indicated by a broken orange line on the said plan serving solely the property hereby transferred which passes through the said adjoining property of the Vendors to the said inspection chamber the Purchasers making good at their own expense to the reasonable satisfaction of the



## C: Charges register continued

Vendors and their successors in title all damage occasioned thereby AND TOGETHER with a right of way on foot only over and along the bridge and road eighteen feet wide shown hatched brown on the said plan on the West of Number 8 White City aforesaid AND ALSO over the road twelve feet wide shown coloured brown on the said plan to the North of the adjoining dwellinghouses and also over a strip of land twelve feet wide shown coloured purple on the said plan AND TOGETHER with the right of entry on to the adjoining land of the Vendors (in common with the owners and occupiers for the time being of Numbers 2 to 8 White City aforesaid) for the purpose of inspecting maintaining cleansing repairing and renewing the said common drain and the said open drain on making good to the reasonable satisfaction of the Vendors or their tenants all damage occasioned thereby and if required compensating the tenants for damage to crops or injury to stock PROVIDED that in the exercise of this right except in an emergency at least seven days' notice shall be given to the Vendors and their tenants."

*NOTE: Copy Transfer filed under YWE16257.*

- 10 The land is subject to the following rights granted by a Transfer of the land edged and numbered YWE16925 in green on the title plan dated 8 March 1971 made between (1) The County Council of the West Riding of Yorkshire (Transferor) and (2) John Hill and Dorothy Hill:-

"TOGETHER with a right of discharge of surface water and kitchen sink drainage from the said dwellinghouse (other than W.C. effluent) as now enjoyed but not further or otherwise through the pipe or drain the approximate position of which is indicated by a green line between the points marked "C" - "D" - "E" - "F" on the said plan to the collection and inspection chamber at the point marked "F" on the said plan and situate on the adjoining property of the Transferors into the common drain shown coloured brown between the points marked "F-G" on the said plan to the open drain situate on the Southern side of the railway leading from Knottingley to Goole."

*NOTE: Copy Transfer filed under YWE16925.*

- 11 The land is subject to the following rights granted by a Transfer of the land edged and numbered YWE19228 in green on the title plan dated 19 April 1971 made between (1) The County Council of The West Riding of Yorkshire (Transferor) and (2) Marion Cooper Norris Alexander Robert Baker and Margaret Baker (Transferees):-

"TOGETHER with

(a) the right of discharge from the said dwellinghouse (other than W.C. effluent) as now enjoyed but not further or otherwise through the pipe the approximate position of which is indicated by a broken orange line on the said plan to the collection chamber and the inspection chamber marked "I.C.1" both indicated on the said plan and situate on the adjoining property of the Transferors into the common drain indicated by a broken red line on the said plan to the open drain on the Eastern side of Number 1 White City Airmyn aforesaid and thence into the Township Drain indicated on the said plan.

(b) the right of discharge of sewage from the said dwellinghouse as now enjoyed through the pipe indicated by a broken green line on the said plan into the septic tank situate within the property hereby transferred thence through the pipe indicated by a broken green line on the said plan within the adjoining property of the Transferors Numbered 6 White City Airmyn aforesaid into the said collection chamber and inspection chamber "I.C.1" and thence into the said common drain.

## C: Charges register continued

(c) the right to use and at all reasonable times to enter the said adjoining property of the Transferors in order to inspect renew repair and cleanse at their own expense that portion of the said pipe indicated by a broken orange line on the said plan serving solely the property hereby transferred which passes through the said adjoining property of the Transferors to the said inspection chamber the Transferees making good at their own expense to the reasonable satisfaction of the Transferors and their successors in title all damage occasioned thereby.

(d) the right of way for all purposes over and along the bridge and road Eighteen feet Wide shown hatched brown on the said plan on the Western side of Number 8 White City Airmyn aforesaid and also over the road Twelve feet wide shown coloured brown on the said plan to the North of the property hereby transferred and the adjoining properties on the Western side thereof.

(e) the right of entry on to the adjoining land of the Transferors (in common with the owners and occupiers for the time being of Numbers 1 to 4 and Numbers 6, 7 and 8 White City Airmyn aforesaid for the purpose of inspecting maintaining cleansing repairing and renewing the said common drain and the said open drain and making good to the reasonable satisfaction of the Transferors or their tenants all damage occasioned thereby and if required compensating the owners or occupiers for damage to crops or injury to stock PROVIDED that in the exercise of this right except in any emergency at least Seven day's notice shall given to the Transferors and their tenants."

*NOTE: Copy Transfer filed under YWE19228.*

- 12 The land is subject to the following rights granted by a Transfer of the land edged and numbered YWE27102 in green on the title plan dated 17 June 1971 made between (1) The County Council of the West Riding of Yorkshire and (2) Rodney Taylor and Ruby Taylor:-

"TOGETHER with the right of discharge of drainage from the said dwellinghouse (other than W.C. effluent) as now enjoyed but not further or otherwise through the pipe the approximate position of which is indicated by a broken orange line on the said plan through the collection chamber situate partly on the property hereby transferred and partly on the adjoining property of the Transferors to the inspection chamber marked "I.C.I." situate on the adjoining property of the Transferors both indicated on the said plan into the common drain indicated by a broken red line on the said plan to the open drain on the east of Number 1 White City aforesaid and thence into the Township Drain indicated on the said plan AND TOGETHER with the right of discharge of sewage from the said dwellinghouse as now enjoyed through the pipe indicated by a broken green line on the said plan through the inspection chamber marked "I.C.2" on the said plan into the septic tank within the property hereby transferred thence through the pipe indicated by a broken green line on the said plan into the said collection chamber and inspection chamber "I.C.I" to the said common drain AND TOGETHER with the right of way for all purposes over and along the bridge and road Eighteen feet wide shown hatched brown on the said plan on the western side of Number 8 White City aforesaid and also over the road Twelve feet wide shown coloured brown on the said plan on the northern boundary of the property hereby transferred AND TOGETHER with the right of entry on to the adjoining land of the Transferors (in common with the owners and occupiers for the time being of the other seven houses in White City aforesaid) for the purpose of inspecting maintaining cleansing repairing and renewing the said common drain and the said open drain and making good to the reasonable satisfaction of the Transferors or their tenants all damage occasioned thereby and if required compensating the

## C: Charges register continued

tenants for damage to crops or injury to stock PROVIDED that in the exercise of this right except in an emergency at least seven days' notice shall be given to the Transferors and their tenants."

*NOTE: Copy transfer filed under YWE27102.*

- 13 The land is subject to the following rights granted by a Transfer of the land edged and numbered YWE32064 in green on the title plan dated 2 August 1971 made between (1) The County Council of the West Riding of Yorkshire and (2) John George Leeman:-

"TOGETHER with the right of discharge of drainage from the said dwellinghouse (other than W.C. effluent) as now enjoyed but not further or otherwise through the pipe the approximate position of which is indicated by a broken orange line on the said plan through the collection chamber situate partly on the property hereby transferred and partly on the adjoining property known as Number 7 White City aforesaid to the inspection chamber marked "I.C.I." situate on the adjoining property of the Transferors both indicated on the said plan into the common drain indicated by a broken red line on the said plan to the open drain on the East of Number 1 White City aforesaid and thence into the Township Drain indicated on the said plan.....AND TOGETHER with the right of way for all purposes over and along the bridge and road 18 feet wide shown hatched brown on the said plan on the Western side of Number 8 White City aforesaid and also over the road 12 feet wide shown coloured brown on the said plan on the Northern boundary of the property hereby transferred AND TOGETHER with the right of entry onto the adjoining land of the Transferors (in common with the owners and occupiers for the time being of the other seven houses in White City aforesaid) for the purpose of inspecting maintaining cleansing repairing and renewing the said common drain and the said open drain and making good to the reasonable satisfaction of the Transferors or their tenants all damage occasioned thereby and if required compensating the owners or occupiers for damage to crops or injury to stock PROVIDED that in the exercise of this right except in an emergency at least seven days' notice shall be given to the Transferors and their tenants."

*NOTE: Copy Transfer filed under YWE32064.*

- 14 The land is subject to the following rights granted by a Transfer of the land edged and numbered YWE35130 in green on the title plan dated 30 December 1971 made between (1) The County Council of the West Riding of Yorkshire (Transferor) and (2) A.E. Godfrey Limited (Transferee):-

"Together with a Right of Discharge of surface water and kitchen sink drainage from the said dwellinghouses (other than water closet effluent) as now enjoyed but not further or otherwise through the pipe or drain the approximate position of which is indicated by a green line between the points marked "M - L - K - F" on the said plan to the collection and inspection chamber at the said point marked "F" on the said plan into the common drain shown coloured brown between the points marked "F" - "G" on the said plan to the open drain situate on the Southern side of the railway leading from Knottingley to Goole."

*NOTE: Copy Transfer filed under YWE35130.*

- 15 The land is subject to the following rights granted by a Transfer of the land edged and numbered YWE38262 in green on the title plan dated 25 February 1972 made between (1) The West Riding County Council (Vendor) and (2) Peter Brian Bulling (Purchaser):-

"TOGETHER with a right of discharge of surface water and kitchen sink drainage from the said dwellinghouse (other than W.C. effluent) as now

## C: Charges register continued

enjoyed but not further or otherwise through the pipe or drain the approximate position of which is indicated by a green line between the points marked "M-L-K-F" on the said plan to the collection and inspection chamber at the said point marked "F" on the said plan and situate on the adjoining property now or formerly belonging to the Vendors into the common drain shown brown between the points marked "F-G" on the said plan to the open drain situate on the southern side of the railway leading from Knottingley to Goole."

*NOTE: Copy Transfer filed under YWE38262.*

- 16 The land is subject to the following rights granted by a Transfer of the land edged and numbered YWE57707 in green on the title plan dated 1 March 1973 made between (1) West Riding County Council (Transferor) and (2) Thomas Coombs and Patricia Marie Coombs:-

"TOGETHER with (in common with the Transferor) a right of discharge of drainage from the property hereby transferred (including W.C. effluent) as now enjoyed but not further or otherwise through the pipe or drain the approximate position of which is indicated by a green line on the said plan and into and through the transferors drainage system belonging to Sutton Lodge Farm Rawcliffe Road aforesaid shown in the approximate position by a blue line on the said plan."

*NOTE: Original Transfer title under YWE57705.*

- 17 The land is subject to the following rights granted by a Transfer of the land edged and numbered YWE72317 in green on the title plan dated 28 January 1974 made between (1) The West Riding County Council (Transferor) and (2) George Norton Marshall and Florence Elizabeth Marshall:-

"TOGETHER (in common with the Transferors or other the owners and occupiers of the adjoining two dwellinghouses or cottages on the North) a right of way as now enjoyed at all times on foot only over and along the footpath shown coloured brown on the said plan AND TOGETHER (in common as aforesaid) a right as now enjoyed of drainage through the foul sewer shown by a broken purple line between the points marked "A-B-C-D-E" on the said plan and connecting into the public sewer situate in Station Road at Rawcliffe aforesaid AND TOGETHER ALSO with (in common as aforesaid) a right as now enjoyed of drainage of surface water and kitchen sink drainage through the drain shown by a broken green line between the points marked "X-Y-Z" on the said plan AND TOGETHER ALSO with (in common as aforesaid) a right as now enjoyed to use that part of the water supply pipe shown by a blue line on the said plan."

*NOTE 1: The right of way coloured brown referred to has been hatched blue on the filed plan*

*NOTE 2: Copy plan filed under YWE72317.*

- 18 Such part of the land in this title as is affected thereby is subject to the rights granted by a Deed dated 15 July 1976 made between (1) The County Council of Humberside and (2) British Gas Corporation in respect of a gas main or pipe in upon or over a strip of land 80 feet in width the centre line of which is indicated by the red broken line on the title plan. The said Deed also contains restrictive conditions.

*NOTE: Copy filed*

- 19 The land is subject to the following rights granted by a Transfer of the land edged and numbered HS22197 in green on the title plan dated 15 August 1977 made between (1) The County Council of Humberside and (2) Roy Holmes

## C: Charges register continued

and Debra Ann Watson:-

"TOGETHER WITH a right of way in common with others with like right over the land coloured brown on the said plan."

NOTE: The land coloured brown referred to is the part of the road at the front leading into Station Road.

- 20 The land is subject to the following rights granted by a Transfer of the land edged and numbered HS59114 in green on the title plan dated 1 April 1981 made between (1) The County Council of Humberside (Transferor) and (2) All Sykes (Transferee):-

"TOGETHER WITH a right of way from time to time and at all times hereinafter by day and night for all purposes connected with the use and enjoyment of the property hereby transferred for the Transferee and his successors in title the owner or occupiers for the time being of the property hereby transferred or any part thereof and his or their respective servants and licensees (in common with the Transferor and all other persons having the like right) with or without vehicles of any description and with or without animals to or from the property hereby transferred or any part thereof over and along the part of Dobeller Lane coloured on plan "B" attached hereto."

NOTE: Copy Transfer filed under HS59114.

- 21 The land is subject to the following rights granted by a Transfer of the land edged and numbered HS59602 in green on the title plan dated 8 May 1981 made between (1) The County Council of Humberside (Transferor) and (2) Stewart Graham Priestley and Linda Priestley (Transferees):-

"TOGETHER WITH a right of way from time to time and at all times hereinafter by day and night and for all purposes connected with the use and enjoyment of the property hereby transferred for the transferees and their successors in title the owners or occupiers for the time being of the property hereby transferred or any part thereof and their respective servants and licensees (in common with the Transferor and all other persons having the like right) with or without animals to or from the property hereby transferred or any part thereof over and along the part of Dobeller Lane coloured brown and green on plan 'B' attached hereto.

It is HEREBY AGREED AND DECLARED as follows:

a) No right of way over the adjoining property of the Transferor is included herein other than the right with or without vehicles at all times and for all purposes over the access road coloured brown and green on the plan 'B' bound up within."

NOTE: Copy Transfer filed under HS59602.

- 22 The land is subject to the rights granted by a Transfer of the land edged and numbered HS60403 in green on the title plan dated 10 June 1981 made between (1) The County Council of Humberside and (2) Eric Thomas Samuel Poundall and Jean Poundall.

NOTE: Copy filed under HS60403.

- 23 The land is subject to the following rights reserved by a Transfer of the land edged and numbered HS74291 in green on the title plan dated 6 August 1982 made between (1) The County Council of Humberside and (2) Terrance Martin Beckitt and Sally Ann Beckitt:-

## C: Charges register continued

"THE property is sold with the benefit of a right of way over and along the access road coloured brown, green and yellow on the said plan."

*NOTE: Copy plan filed under HS74291.*

- 24 The part of the land affected thereby is subject to rights to lay and maintain a gas main granted by a Deed dated 6 June 1983 made between (1) The County Council of Humberside and (2) British Gas Corporation.

The said Deed also contains restrictive covenants.

*NOTE: Copy filed under Z1683Z.*

- 25 The land is subject to the following rights granted by a Transfer of the land edged and numbered HS84101 in green on the title plan dated 26 August 1983 made between (1) The County Council of Humberside and (2) Geoffrey Harrison and Anne Harrison:-

"TOGETHER with a right of way over the adjoining property on the north shown coloured brown on the said plan."

*NOTE: Copy plan filed under HS84101.*

- 26 The land is subject to the following rights granted by a Transfer of the land edged and numbered HS100439 in green on the title plan dated 15 April 1985 made between (1) The County Council of Humberside (Vendor) and (2) The Secretary of State for Transport (Purchaser):-

"THE COUNTY COUNCIL OF HUMBERSIDE ("the Vendor") as beneficial owner hereby transfers to THE SECRETARY OF STATE FOR TRANSPORT ("the Purchaser").....SECONDLY the rights (hereinafter called "the said rights") specified in the Second Schedule hereto to the intent that the said rights may be appurtenant to the road known as the Lancashire-Yorkshire Motorway (M62) (including the said land).

### THE SECOND SCHEDULE

#### THE SAID RIGHTS

1. Full and free right and liberty for the Purchasers and his successors in title and all persons authorised by him or them from time to time and at all times hereafter to build construct maintain test inspect and use a bridge with footings supports abutments decking parapets and other superstructure on the Vendor's neighbouring land shown coloured blue on plan No. CNE/462/8B/27/038/D1 annexed hereto and thereon numbered plots 5095B and 5097A to the intent that the said bridge shall become part of the said road TOGETHER with the right from time to time to renew alter and remove all or any of the same and to do all such works and to take all such steps and measures as are necessary to ensure the safety of the said bridge and the traffic using the said bridge.

2. The like right at all times to enter with workmen and others and all necessary apparatus and materials upon and excavate so much of such neighbouring land as shall be necessary for the purpose of exercising the rights hereinbefore mentioned.

3. The like right at all times to have the bridge supported by the soil of the Vendors neighbouring land."

*NOTE: The land shown coloured blue referred to is tinted blue on the title plan.*

## C: Charges register continued

- 27 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 10 February 1987 made between (1) The County Council of Humberside (Grantor) and (2) British Gas PLC (British Gas):-

"THE easements to lay construct inspect maintain protect use replace remove or render unusable a main or pipe for the transmission or storage of gas or other materials connected with the exercise and performance of the functions of British Gas and all necessary apparatus ancillary thereto (all hereinafter together called "the said works") in upon and over a strip of the land described in the Schedule hereto (hereinafter called "the said land") twenty feet in width the centre line of which is indicated for identification purposes only the red line A-B drawn on the plan annexed hereto (hereinafter called "the said strip of land") and to pass over the said strip of land for the purposes of the said works and of any works of British Gas contiguous therewith and over the said land for the purpose of access to the said strip of land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus TO HOLD the same unto British Gas in fee simple."

NOTE: The red lines A-B referred to is shown by a yellow broken line on the title plan.

- 28 The Deed dated 10 February 1987 referred to above contains covenants by the Grantor details of which are set out in the schedule hereto.
- 29 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 4 January 1989 made between (1) The County Council of Humberside (Council) and (2) Lin Pac Containers International Limited (Company):-

"The Council as beneficial owner hereby grants to the Company:-

(a) Full right and liberty to lay and construct on in through and under the said land of the Council one 100 mm diameter sewer to be laid to a minimum depth of 1000 mm below ground level in the position indicated by a red line between the points marked A-B on the said plan and thereafter to use and maintain the same for the passage of effluent into the public sewer situate to the west of the said land.

(b) Full right and liberty at all times for the Company its servants agents and workmen with or without vehicles equipment and machinery to enter upon such part of the said land of the Council as is necessary for the purpose of constructing inspecting maintaining repairing renewing and cleaning (as the case may be) the said sewer TO HOLD the said rights and liberties UNTO the Council its successors and assigns the owners and occupiers for the time being of the said land of the Company in fee simple."

NOTE: Copy Plan filed.

- 30 The land is subject to the following rights granted by a Transfer of the land edged and numbered HS200969 in green on the title plan dated 12 April 1991 made between (1) The County Council of Humberside (Council) and (2) Dorothy Swales:-

TOGETHER WITH (so far as the Council is able to grant the same) the rights set out in the First Schedule hereto.

THE FIRST SCHEDULE hereinbefore referred to

(Rights granted to the Transferee).....

The right to use for all purposes connected with the enjoyment of the

## C: Charges register continued

property as a private residence the drive or way shown coloured pink on the said plan.

*NOTE: Copy plan filed.*

- 31 (18.10.2000) The land is subject to the following rights granted by a Transfer of the land edged and numbered YE14423 in green on the title plan dated 5 October 2000 made between (1) The East Riding of Yorkshire Council (Transferor) and (2) Terence John Fisher and Jeanette Fisher (Transferee):-

"Rights granted for the benefit of the Property

The Property is transferred with the benefit of a right of way for the Transferee and their successors in title and their tenants servants and any other persons authorised by them at all times in connection with the use of the Property with or without vehicles over the private roadway known as Boynton Drive shown coloured brown on the attached plan SUBJECT to the payment of a contribution of 25% of the cost of maintenance thereof TOGETHER with a right from time to time and at all times hereafter to make connections with and use the sewers drains gas and water pipes and electric other cables and other services now laid or within twenty one years hereafter to be laid under over and along Boynton Drive together with the right to inspect and to maintain and repair such services with power for that purpose to break open the said land doing no more damage than is necessary and making good all damage occasioned by the exercise of such rights"

*NOTE: Copy plan filed under YE14423.*

- 32 (01.05.2003) An Owner's Consent dated 2 April 2003 by East Riding of Yorkshire relates to the construction and maintenance of the Guardian Glass Factory Gas Pipeline.

*NOTE: Copy filed.*

- 33 (19.06.2003) The parts of the land affected thereby are subject to the rights granted by a Deed of Grant dated 13 June 2003 made between (1) The East Riding of Yorkshire District Council and (2) Yorkshire Water Services Limited.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed.*

- 34 (01.09.2003) The land is subject to the rights granted by a Deed of grant dated 28 August 2003 made between (1) The East Riding of Yorkshire Council (2) Transco plc and (3) Guardian Industries UK Limited.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed.*

- 35 (28.08.2007) UNILATERAL NOTICE affecting the land edged blue on the title plan in respect of a Licence and Development Agreement dated 15 August 2007 made between (1) East Riding of Yorkshire Council and (2) The National Autistic Society to grant a lease for 99 years.

- 36 (28.08.2007) BENEFICIARY: The National Autistic Society (Co. Regn. No. 01205298) of 393 City Road, London EC1V 1NG.



## C: Charges register continued

- 37 (03.01.2008) The land is subject to the rights granted by a Transfer of 3 Ferry Holdings Road, Rawcliffe dated 11 December 2007 made between (1) East Riding Of Yorkshire Council and (2) Stuart Hall and June Elizabeth Hall.

*NOTE:-Copy filed under YEA51481.*

- 38 (12.02.2009) 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.

- 39 (01.04.2011) The land is subject to the rights granted by a Transfer of the land edged and numbered YEA64736 in green on the title plan dated 24 March 2011 made between (1) East Riding Of Yorkshire Council and (2) Caroline Louise Williams.

*NOTE: Copy filed under YEA64736.*

- 40 (27.04.2016) The land is subject to any rights that are granted by a Transfer of the land edged and numbered YEA78999 in green on the title plan dated 11 November 2015 made between (1) East Riding Of Yorkshire Council and (2) Tony Williams and Louise Williams and affect the registered land.

*NOTE: Copy filed under YEA78999.*

- 41 (04.12.2019) UNILATERAL NOTICE affecting the land edged and numbered 3,4,5,6 and 8 in blue on the title plan in respect of An Agreement for a Farm Business Tenancy dated 28 November 2018 made between (1) The East Riding of Yorkshire Council and (2) Edward Backhouse, David Backhouse and Sally Backhouse.

*NOTE: Copy filed.*

- 42 (04.12.2019) BENEFICIARY: Edward Backhouse, David Backhouse and Sally Backhouse of Greenland Hall Farm, Rawcliffe Bridge, Goole, East Yorkshire DN14 8SS.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Deed dated 10 February 1987 referred to in the Charges Register:-

"THE Grantor (to the intent and so as to bind the said land and land of the Grantor adjoining thereto and every part thereof into whosoever hands the same may come and to benefit and protect the easements hereby granted) hereby covenants with British Gas as follows:-

(i) The Grantor shall not do or cause or permit to be done on the said land or land of the Grantor adjoining thereto anything calculated or likely to cause damage or injury to the said works and will take all reasonable precautions to prevent such damage or injury.

(ii) The Grantor shall not without the prior consent in writing of British Gas make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the said strip of land so as to interfere with or obstruct the access thereto or to the said works by British Gas or so as to lessen or in any way interfere with the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works.

(iii) The Grantor shall not erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in through upon or over the said strip of land.

## Schedule of restrictive covenants continued

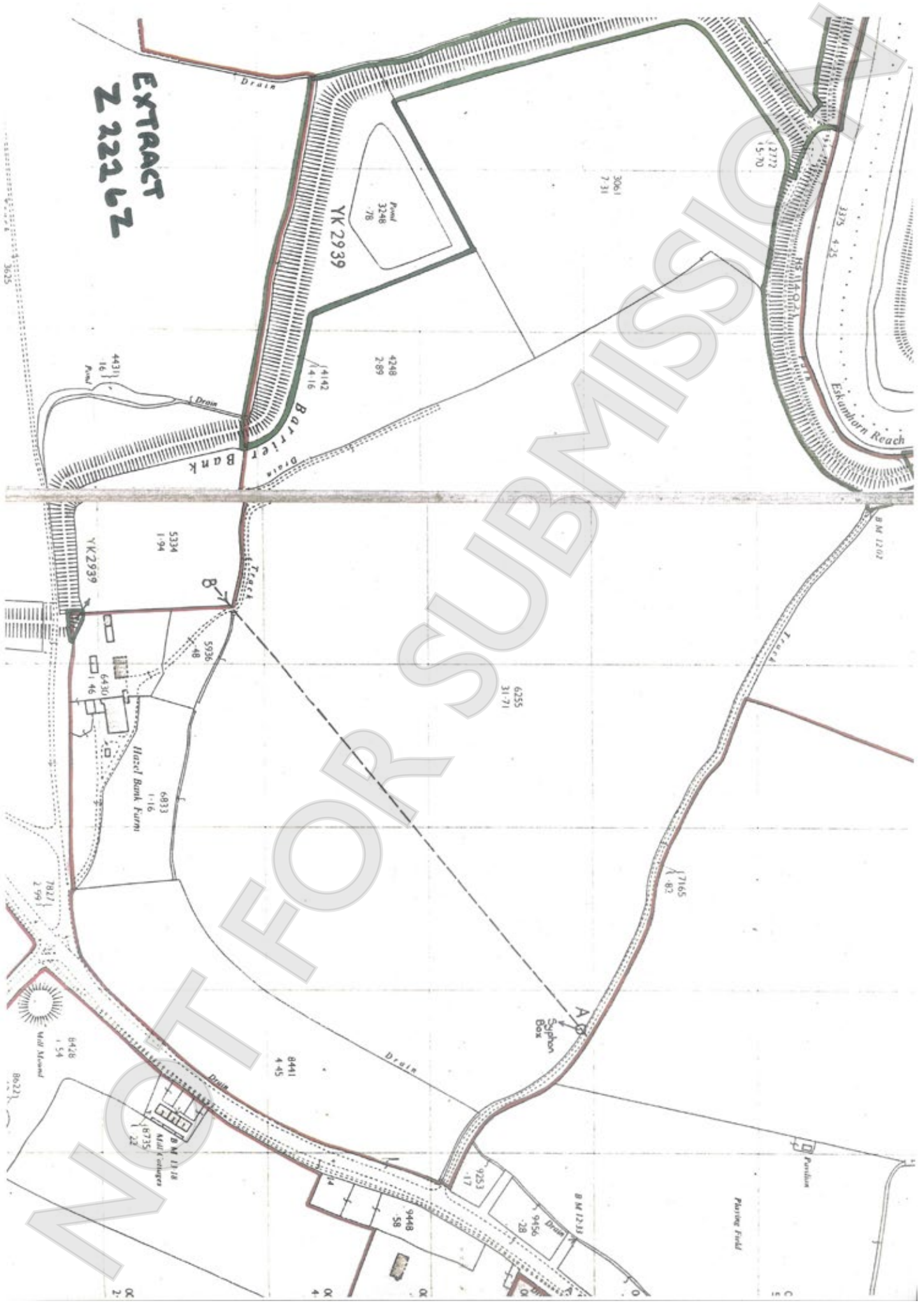
PROVIDED that nothing in this Clause shall prevent the Grantor from installing any necessary service pipes drains wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of British Gas or their agents or carrying on normal agricultural operations or acts of good husbandry including fencing hedging and ditching not causing such interference obstruction or material reduction or increase of the depth of soil as aforesaid."

## Schedule of notices of leases

|   | Registration date and plan ref.   | Property description                                 | Date of lease and term  | Lessee's title |
|---|---|--|---|----------------|
| 1 | 28.01.2009<br>edged and<br>numbered 1 in<br>blue  | land on the east side of<br>Station Road             | 28.01.2009<br>99 years<br>commencing on<br>28 January<br>2009 | YEA56467       |
| 2 | 14.05.2013<br>edged and<br>numbered 2 in<br>blue (part of)<br>NOTE: The Lease comprises also other land | Land on the south side of<br>Ridding Lane, Rawcliffe | 21.08.2012<br>25 years<br>commencing on<br>21.08.2012         | YEA71253       |

End of register

**TRACT  
Z 22262**



BC 20(3)



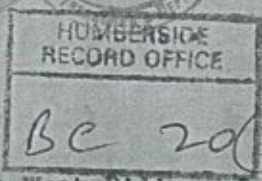
This portion to be retained by Grantor.

CPY

Duplicate.



POST OFFICE TELEGRAPHS.



Telegraph Acts, 1863-1926.

I, BERNARD KENYON, Clerk of the County Council of the West Riding of Yorkshire as duly authorised Agent for and on their behalf  
As <sup>Owner</sup> ~~Intermediate Lessee~~ of the premises known as ~~xx~~ Hazel Bank Farm,  
Rawcliffe, Goole, Yorkshire.

I CONSENT to the placing therein of works, consisting of one telephone with all convenient telegraphs, apparatus and fittings, on the understanding that the Postmaster General will make good any damage which may be done to the said premises in the placing, maintenance or removal of the said works.

Signature..... BERNARD KENYON  
Clerk of the County Council.  
Address..... County Hall,  
Wakefield.

Date..... 11th June, 1927

On behalf of the Postmaster General I undertake that he will comply with the conditions embodied in the above consent.

R. Towers, *ppals*  
Telephone Manager, Engineer.  
St. Peter at Arches,  
Lincoln. 23. 5. 1927.

NOT FOR

FORM OF CONSENT

Under Section 22 Subsection 1 of the Electricity (Supply) Act 1919

Sir  
I, Bernard Kenyon Clerk of the Peace and COUNTY COUNCIL OF THE WEST RIDING OF YORKSHIRE as duly authorised agent for and on behalf of the said County Council of the County Hall Wakefield (hereinafter referred to as "the Owners" which expression shall include successors and assigns) who are the owners of land situate in the Parish of Rawcliffe in the County of York (hereinafter referred to as "the said land") shown on the plan annexed hereto and thereon coloured pink, and having been served in accordance with the provisions of Section 22 of the Electricity (Supply) Act, 1919, with notice of the intention of The Yorkshire Electricity Board, whose Head Office is situate at Wetherby Road, Scarcroft, near Leeds (hereinafter referred to as "the Board") to place electric lines above and below ground across the said land together with a description of the nature and position of the electric lines proposed to be so placed HEREBY CONSENT to the electric lines being so placed upon the following terms and conditions and stipulations:-

1. The expression "the electric lines" means the wires or other means used for the purpose of conveying electricity with any supports stays and apparatus connected therewith for the said purpose and the expression "the authorised acts" means the placing above and below ground maintenance working repair renewal inspection retention and removal of the electric lines and after due notice given to the owners the lopping or felling in a woodmanlike manner of any tree or hedge on the said land which obstructs or interferes with the authorised acts.
2. The Board may place the electric lines along the route shown approximately by a red line upon the said plan subject to such reasonable deviations as may be necessary.
3. The Board may carry out the authorised acts subject to the provisions of the Electricity (Supply) Acts, 1882 to 1936, and the Electricity Acts 1947 and 1957 or any statutory modification thereof and in accordance with the Regulations of the Minister of Power.
4. The Board shall:-
  - (a) At all times keep the Owners and the occupiers of the said land indemnified against all actions claims losses damages and expenses which they may suffer or incur by reason or on account of any negligence or omission of the Board their agents or servants in connection with the authorised acts, the amount of any loss damage or expense to be determined failing agreement as hereinafter provided. As soon as reasonably practicable after discovery notice in writing of any claim for such loss damage or expense shall be given to the Board. Delay in giving such notice shall not invalidate the claim provided such delay does not prejudice the Board.
  - (b) Make good to the reasonable satisfaction of the Owners or pay compensation for any damage to the said land or property and to any trees hedges crops fences gates and buildings of the owners (or occupiers) caused by the authorised acts.

5. In the event of the Owners at any time hereafter bona-fide desiring to build any premises upon that part of the said land across which the electric lines are placed or to use such part of the said land for any of the Owners' statutory purposes which would be unreasonably obstructed or made impracticable by the electric lines or to lay out a garden on such part of the said land to form part of a dwelling-house and provided that the Owners shall give to the Board not less than six calendar months' previous notice in writing of such desire the Board in the event of the building operations being actually commenced or the said land being appropriated as aforesaid shall with all reasonable despatch remove the electric lines from the part of the said land upon which such operations or user has been commenced or which is to be laid out as a garden to form part of a dwelling-house the erection of which has been commenced provided that the Owners shall so far as practicable permit the Board to place the electric lines across the land of the Owners at the option of the Board either above or below ground as near as reasonably may be to the said route.

6. The Board during the time the electric lines are placed across the said land shall pay to the Owners a yearly sum in accordance from time to time with the annexed schedule which sum shall include any payment required to be made to the occupiers of the said land other than that payable under the provisions of Clause 4 hereof and the said sum shall be due and payable on the first day of March in each year for the twelve calendar months ending on the next following twenty-eighth day of February the first payment being proportioned from the date of commencing the authorised acts provided that a corresponding addition to or deduction from the said sum shall be made if the electric lines or any part thereof be added to or removed.

7. The Board upon giving to the Owner not less than one calendar month's previous notice in writing to expire at any time may remove the electric lines or any part thereof.

8. Should the said land or any part thereof become a street within the meaning of the Electricity (Supply) Acts and consent to break up such street be granted to the Board by the Minister of Power or should such street become repairable by the inhabitants at large payment of the said sum in respect of the electric lines or any part thereof affected shall thereupon cease.

9. If any dispute or difference shall arise between the Owners and the Board under this consent such dispute or difference shall be referred to and determined by an arbitrator to be appointed by the Minister of Power and subject thereto the provisions of the Arbitration Act 1950 shall apply to such reference.

SCHEDULE

| 1.<br>Serial No. of<br>Fixture | 2.<br>Description of Fixture      | 3.<br>Annual Rent of<br>Fixture |    |    |
|--------------------------------|-----------------------------------|---------------------------------|----|----|
|                                |                                   | £.                              | s. | d. |
| -                              | U/G Cable                         |                                 |    |    |
| 6                              | Pole & 2 Stays                    | 3                               | 0  |    |
| 7                              | Pole                              | 1                               | 0  |    |
| 8                              | Pole & Stay                       | 2                               | 0  |    |
| 9                              | Pole                              | 1                               | 0  |    |
| 10                             | Pole                              | 1                               | 0  |    |
| 11                             | Pole & Stay                       | 2                               | 0  |    |
| 12                             | Pole & Stay                       | 2                               | 0  |    |
| 13                             | Pole                              | 1                               | 0  |    |
| 14                             | Pole & Stay                       | 2                               | 0  |    |
| 18                             | Pole                              | 1                               | 0  |    |
| 19                             | Pole                              | 1                               | 0  |    |
| 20                             | Pole & 2 Stays                    | 3                               | 0  |    |
| 1                              | Pole                              | 1                               | 0  |    |
| 1                              | Stay                              | 6                               | 0  |    |
| 2                              | Pole                              | 1                               | 0  |    |
| 4                              | Pole & Stay                       | 2                               | 0  |    |
| 5                              | Pole                              | 1                               | 0  |    |
| 6                              | Pole & Stay                       | 2                               | 0  |    |
| <del>15</del><br>16<br>17      | } Service structures (no payment) |                                 |    |    |

TOTAL £ 1 15s 0d.

Dated this Second day of November 1962

Signed by the said <sup>Sir</sup> Bernard Kenyon  
in the presence of:-  
Witness A. N. Ask  
Address County Hall  
Waltham  
Occupation Mayor

Signed: B. Kenyon  
Town Clerk  
Clerk of the County Council

MEMORANDUM

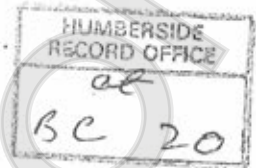
The Yorkshire Electricity Board do not under the Statute object to the conditions attached to this consent and intend to act in pursuance of the statutory right on the terms of such consent.

Dated this Fourth day of December 1962

J. Whalley  
Duly authorised to sign on behalf of  
THE YORKSHIRE ELECTRICITY BOARD

Owner's Consent(E)

11744



FORM OF CONSENT  
ELECTRICITY (SUPPLY) ACTS, 1882-1936  
ELECTRICITY ACTS, 1947 and 1957

~~Ix~~ We: ~~The County Council Of Humberside, by Philip Robert Wellings As Agent,~~  
~~duly authorised to sign for and on behalf of the said, The County Council Of~~  
~~Humberside~~ (hereinafter called 'the Grantor')

being the Owner of property at Snaith

in the Parish of Snaith & Cowick in the County of Humberside

HEREBY CONSENT to The Yorkshire Electricity Board whose Head Office is at Wetherby Road, Scarcroft, Leeds (hereinafter called 'the Board') placing in the position indicated approximately on the annexed plan the works specified in the Schedule hereto and maintaining, repairing, inspecting and removing the same provided that the Board shall make good to the reasonable satisfaction of the Grantor any damage to the property of the Grantor caused by the placing, repairing, inspecting and removing of the said works and the Board shall be answerable in accordance with the Electricity (Supply) Acts, 1882 to 1936 and the Electricity Acts, 1947 and 1957 for all accidents, damages or injuries happening through the act of default of the Board in connection therewith.

AND I HEREBY UNDERTAKE to pay to the Board the cost of any alteration, re-positioning or removal of the said works necessitated in the Board's opinion by any future act of mine.

SCHEDULE

11-12 Lay LV Underground Service Cable to replace LV Overhead Line

DATED this Tenth day of October 19 88

Signed by the Grantor  
(or the authorised Agent  
of the Grantor)  
in the presence of:-

P wellings (signed) (Signature of Grantor or Agent)

Signature of Witness

Address

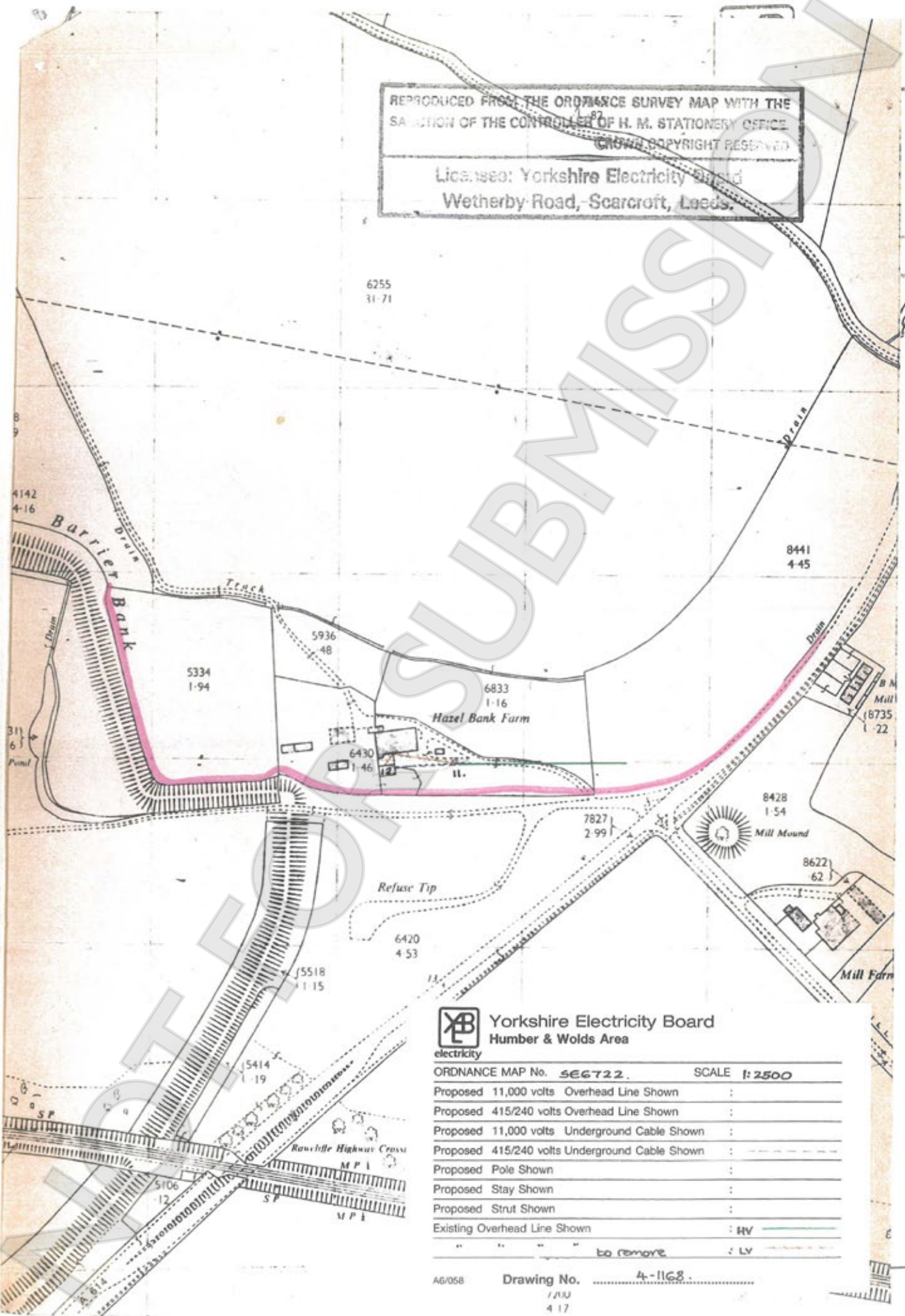
Occupation

P. Siddall (signed)  
43 Main Street  
Cherry Burton HU17 7RF  
Secretary



REPRODUCED FROM THE ORDNANCE SURVEY MAP WITH THE  
 SANCTION OF THE CONTROLLER OF H. M. STATIONERY OFFICE  
 CROWN COPYRIGHT RESERVED

Licensee: Yorkshire Electricity Board  
 Wetherby Road, Scarcroft, Leeds.



**Yorkshire Electricity Board**  
**Humber & Wolds Area**

electricity

|  |                     |
|--|---------------------|
| ORDNANCE MAP No. <b>SE6722</b>                 | SCALE <b>1:2500</b> |
| Proposed 11,000 volts Overhead Line Shown      | :                   |
| Proposed 415/240 volts Overhead Line Shown     | :                   |
| Proposed 11,000 volts Underground Cable Shown  | :                   |
| Proposed 415/240 volts Underground Cable Shown | : - - -             |
| Proposed Pole Shown                            | :                   |
| Proposed Stay Shown                            | :                   |
| Proposed Strut Shown                           | :                   |
| Existing Overhead Line Shown                   | : HV                |
| " " " " " to remove                            | : LV                |

A6/058 Drawing No. **4-1168**  
 /AU  
 4 17

H.M. LAND REGISTRY

LAND REGISTRATION ACTS, 1925 and 1936

BC 19



County - Yorkshire (West Riding)  
Parish - Rawcliffe  
Titles Nos. - Z2226Z and YK2157



(Date) *Eighth May* One thousand nine hundred and fifty eight In consideration of Seventy pounds (£70) (the receipt whereof is hereby acknowledged) THE COUNTY COUNCIL OF THE WEST RIDING OF YORKSHIRE (hereinafter



called "the Council") in pursuance of the powers given to them by the Local Government Act 1933 and the Agriculture Act 1947 and of every other power enabling them and as beneficial owners hereby grant to NORTH EASTERN GAS BOARD whose address for service is Bridge Street in the City of Leeds (hereinafter called "the Board") acting under the powers given to them by the Gas Act 1948 THE RIGHT AND LIBERTY to lay erect construct use maintain clean repair renew inspect remove and replace the gas main and syphon boxes or any part thereof specified in the Schedule hereto (hereinafter together referred to as "the works") in through upon and over land belonging to the Council (hereinafter referred to as "the said land") and forming part of the property comprised in the titles above referred to AND ALSO full right and liberty for the Board and all persons authorised by them from time to time and at all reasonable times hereafter to enter upon the said land for all or any of the purposes aforesaid

AND the Board hereby covenant with the Council that the Board or their successors in title will :-

- (1) Exercise the rights and liberties hereby granted in such manner as to do as little damage as possible to the said land
- (2) Not fill in any part of any trench made in



and approved by the Council's Land Agent

(3) Pay to the Council the cost of making good any tile drains which may be damaged as a result of the exercise of the rights and liberties hereby granted

(4) Make good to the reasonable satisfaction of the Council any damage to the said land and all buildings and erections and other property of the Council and their tenants thereon including crops and livestock but excluding tile drains caused by the exercise of the rights and liberties hereby granted Provided that the Board may at their option in lieu of making good any such damage compensate the Council and/or their tenants therefor

(5) Keep the Council indemnified against all actions claims expenses and demands arising by reason of the exercise of the rights and liberties hereby granted or of any failure to repair the works and also in respect of any damage or injury of whatever nature which shall or may occur to the said gas main and syphon boxes or the works connected therewith and also in respect of any injury received by the Board or the workmen or servants of the Board whilst upon the said land in pursuance of the rights and liberties hereby granted

(6) Except in an emergency give seven days' previous notice to the Council of the intention of the Board to enter upon the said land in connection with the rights and privileges hereby granted

(7) Reimburse the Council with the reasonable cost of all inspections which the Council's Land Agent shall find it necessary to make in connection with the works

AND the Board with the consent of the Council hereby apply for an entry under Section 70 of the Land Registration Act 1925 of the existence of the said rights and liberties as affecting the land comprised in the titles above referred to

AND it is hereby certified that the transaction hereby

THE COMMON SEAL of North Eastern  
Gas Board was herewith affixed  
in the presence of :-

*D. Edward*  
Chairman

*A. L. James*  
Secretary

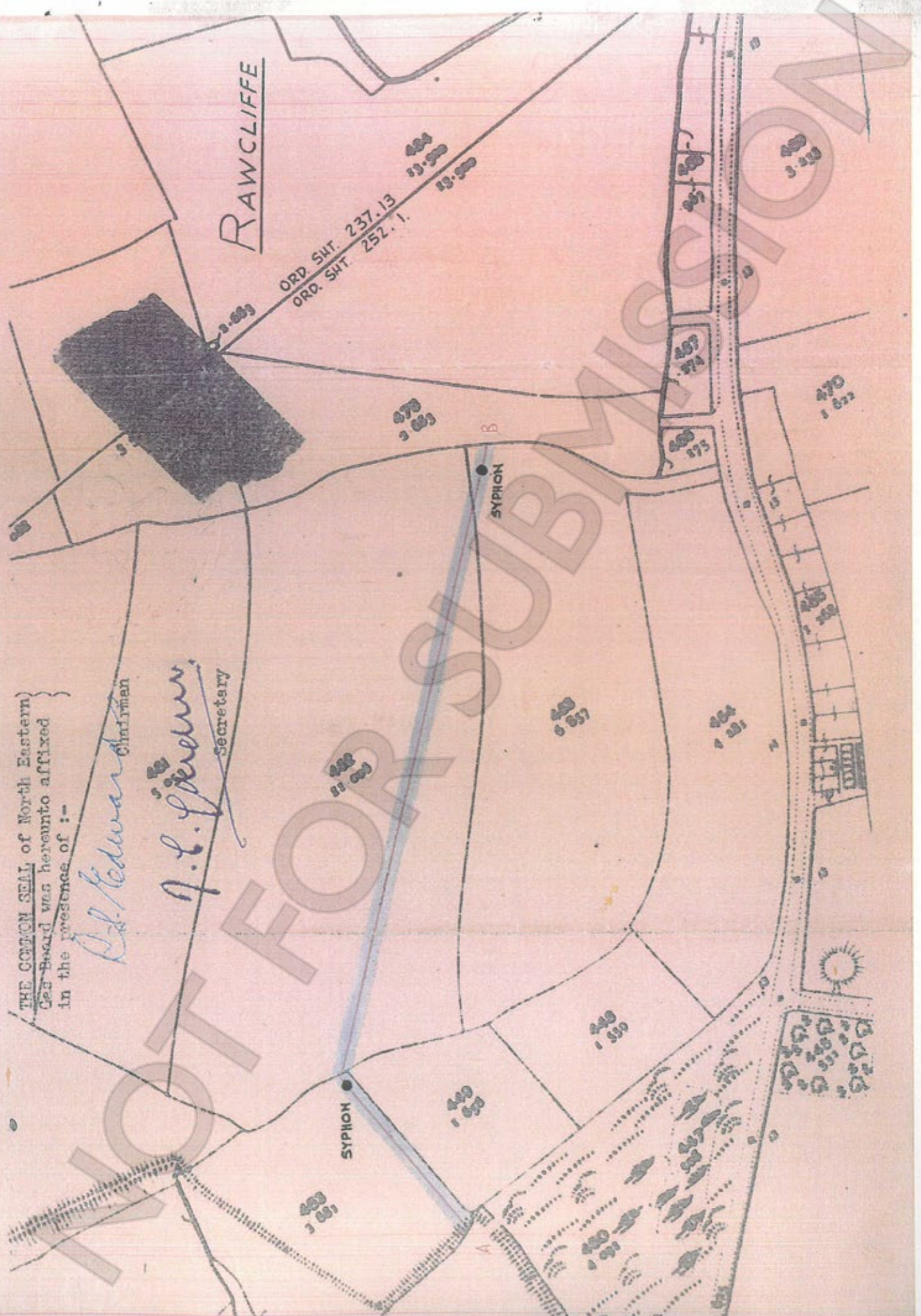
RAWCLIFFE

ORD. SHT. 237.13  
ORD. SHT. 252.1

SYPHON

SYPHON

B



effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Three thousand five hundred pounds

THE SCHEDULE above referred to

A gas main Eight inches in diameter and Five hundred and ten yards in length in the position approximately indicated by a red line between the points marked 'A' and 'B' on the plan attached hereto at a minimum depth of Two feet six inches Together with two syphon boxes in the approximate positions indicated by the word "Syphon" on the said plan

SEALED with the Common Seal of the County Council of the West Riding of Yorkshire Pursuant to resolution of the West Riding Smallholdings Committee of the 12th day of December 1957 in the presence of :-

*Ezra Taylor*

The Member of the County Council having the custody of the Key of the Common Seal



*[Signature]*  
Clerk of the County Council

Number in County Council Register) *5486*

THE COMMON SEAL of North Eastern Gas Board was hereunto affixed in the presence of :-

*R. S. Edwards* . Chairman

*A. P. Gardner* . Secretary



1981

*Handwritten scribble*

Form 20 or 32 B  
Rule 98 or 115  
(Freehold or Leasehold)  
ExL X/49

**H.M. LAND REGISTRY**  
**LAND REGISTRATION ACTS, 1925 and 1936**

Inland Revenue duty stamps to be impressed herein before registration of transfer.

Stamp pursuant to Section 28 of the Finance Act, 1931, to be impressed here.

Date of receipt of application will be inserted herein by Land Registry officials.



**TRANSFER OF PART**

NOT imposing fresh restrictive covenants\*

\* Use Form 43 when fresh restrictive covenants are imposed.

The Title number allotted to the land transferred will on registration be officially entered opposite:—

**YK 2939**

County or County Borough YORKSHIRE WEST RIDING  
Title number Z2226Z  
Property Land in the Parish of Rawcliffe  
Date First January 1970 In consideration of  
Eight hundred and seventy pounds (£870.)

(1) Strike out if not required. (2) the receipt whereof is hereby acknowledged

(3) In BLOCK LETTERS, full name, address and description of the proprietor of the land.

(3) THE COUNTY COUNCIL OF THE WEST RIDING OF YORKSHIRE of County Hall Wakefield Yorkshire (hereinafter called "the County Council") in pursuance of the powers given to them by the Local Government Act 1933 and the Agriculture Act 1947 and of every other power enabling them hereby

(4) If desired or otherwise as the case may be, (See Rules 76 and 77.)

as beneficial owners (2) hereby transfer to:—

(4) In BLOCK LETTERS, full name and description of the transferee, and address for entry on the register.

(4) the YORKSHIRE OUSE RIVER BOARD of 21 Park Square South in the City of LEEDS (hereinafter called "the Board")

(5) For directions as to plan see back.

the land shown and edged with red on the (2) plan bound up within and known as the land shown and coloured pink on the Plans Numbers One and Two bound up within being part of the land comprised in the Title above mentioned.

TOGETHER with the right of way set out in the First Schedule hereto

[OVER



RESERVING to the County Council the rights set out in the Second Schedule hereto

2. The Board hereby covenant with the County Council as follows :-

(a) Forthwith to erect and thereafter maintain to the satisfaction of the Land Agent for the time being of the County Council (hereinafter called "the County Land Agent") a stockproof fence on the boundaries between the land hereby transferred and the adjoining land retained by the County Council

(b) To make good at their own cost and expense and to the satisfaction of the County Land Agent any damage to land drains or dykes at present running under or through the property hereby transferred which may be occasioned by any works carried out by the Board

(c) To pay compensation for any damage which may be occasioned to the adjoining or neighbouring land of the County Council or to any crops growing on such land by reason of the execution of any works of the Board

(d) To make good to the satisfaction of the County Land Agent any damage which may be caused to the surface of the strip of land shown coloured brown on the said plan Number 2 by the exercise of the right and liberty described in the First Schedule hereto

(e) To keep the County Council indemnified against all claims by any person in respect of damage or injury suffered by reason of the exercise of the said right and liberty or in anyway arising therefrom

(f) To pay to the County Council or to the tenant of Field Number 453 on the Ordnance Survey Map (1907 edition) reasonable compensation for any damage caused to their or his property or stock or otherwise by reason of the exercise of the said right and liberty or in anyway arising therefrom

3. It is hereby agreed and declared that the Board shall not be entitled to any right to air light or otherwise which might prejudice the free use of the adjoining property of the County Council and that any enjoyment had by the Board inconsistent with the County Council's rights hereunder shall be deemed to be had by consent of the County Council

4. The County Council and the Board hereby apply to the Registrar to enter in the register such of the reservations covenants agreement and declaration hereinbefore contained as are capable of registration

5. The County Council hereby acknowledge the right of the Board to production of a Conveyance dated the thirty first day of December One thousand nine hundred and twenty made between Frances Elizabeth Creyke of the first part Ralph Creyke of the

second part the said Frances Elizabeth Creyke and Arthur Henry Armytage of the third part the said Frances Elizabeth Creyke of the fourth part and the County Council of the fifth part and to delivery of copies thereof and hereby undertake for the safe custody thereof

6. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Three thousand five hundred pounds

The First Schedule above referred to  
TOGETHER with full right and liberty for the Board and their successors in title (in common with the County Council and their successors in title) at all times and for all purposes connected with the Board's undertaking but not for any other purpose whatsoever to pass and repass over and along the strip of land fifteen feet wide situate in Field Number 453 on the said Ordnance Survey Map and shown coloured brown on the said plan Number 2 and being part of land registered under Title Number YK2157

The Second Schedule above referred to  
RESERVING to the County Council the free passage and running of water and soil coming from any property of the County Council adjoining or near to the land hereby transferred AND RESERVING ALSO to the County Council and their tenants of the land to the west of the Barrier Bank a full and free right of way for agricultural purposes as now enjoyed over the existing access crossing the said Barrier Bank between Fields Numbers 480 and 481 on the said Ordnance Survey Map

SEALED with the Common Seal of the County Council of the West Riding of Yorkshire pursuant to resolutions of the West Riding Smallholdings Committee of the tenth day of February One thousand nine hundred and fifty five and the twelfth day of June One thousand nine hundred and fifty eight in the presence of :-

*Ezra Taylor*

The Member of the County Council having the custody of the Key of the Common Seal

*[Signature]*  
Clerk of the County Council

Number in County Council Register 51257





THE COMMON SEAL of the YORKSHIRE OUSE )  
RIVER BOARD was affixed in the  
presence of :-

Mary Ballard  
Chairman

A.W. Wood  
Clerk



1272

4.

NOT FOR SUBMISSION

**PLAN No. 1.**

535  
3 009  
534  
2 403

SEALED with the Common Seal of the County Council of the West Riding of Yorkshire pursuant to resolutions of the West Riding Smallholdings Committee of the tenth day of February One thousand nine hundred and fifty five and the twelfth day of June One thousand nine hundred and fifty eight in the presence of :-

*Eggar Taylor*

The Member of the County Council having the custody of the Key of the Common Seal

*Thomas Hewson*

Member of the County Council

Number in County Council Register 502

THE COMMON SEAL of the YORKSHIRE OUSE RIVER BOARD was affixed in the presence of

C.S. 15

C.S. 48a

*Harry Oakland*  
Chairman

*Arwood*  
Clerk

C.S. 49 499  
19 258

01L

C.S. 50

Eskamhorn Ferry

497  
2 493

Eskamhorn

14  
18 514

Eskamhorn Bank



YORKSHIRE OUSE RIVER BOARD  
21, PARK SQUARE, SOUTH, LEEDS. 1.

AREA COLOURED PINK 3.74 ACRES

ORDNANCE SHEET No. 257-13

SCALE :- 1/2500

DATE 19.9.58

TRACING No.

FILE No.

DRG. No. 8-198A.

NO

C.S. 53

481  
6 782

C.S. 52

480  
12 670

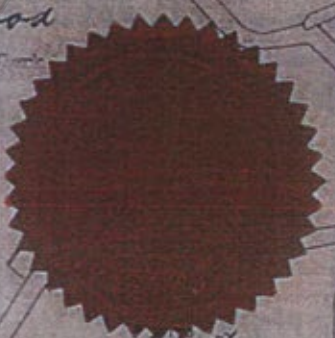
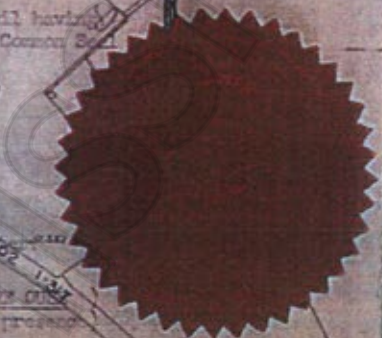
C.S. 51

482  
7 088

Eskamhorn Reach

15'0"

F.P.



Ings Clough

34  
7 447

31  
5 313

29  
2 178

30  
3 929

15  
6 642

C. & L. W.  
Yorkshire Co. Div. (Urban) L.R.D. By.

C.S. 16

500

1 876

200'

310'

01L

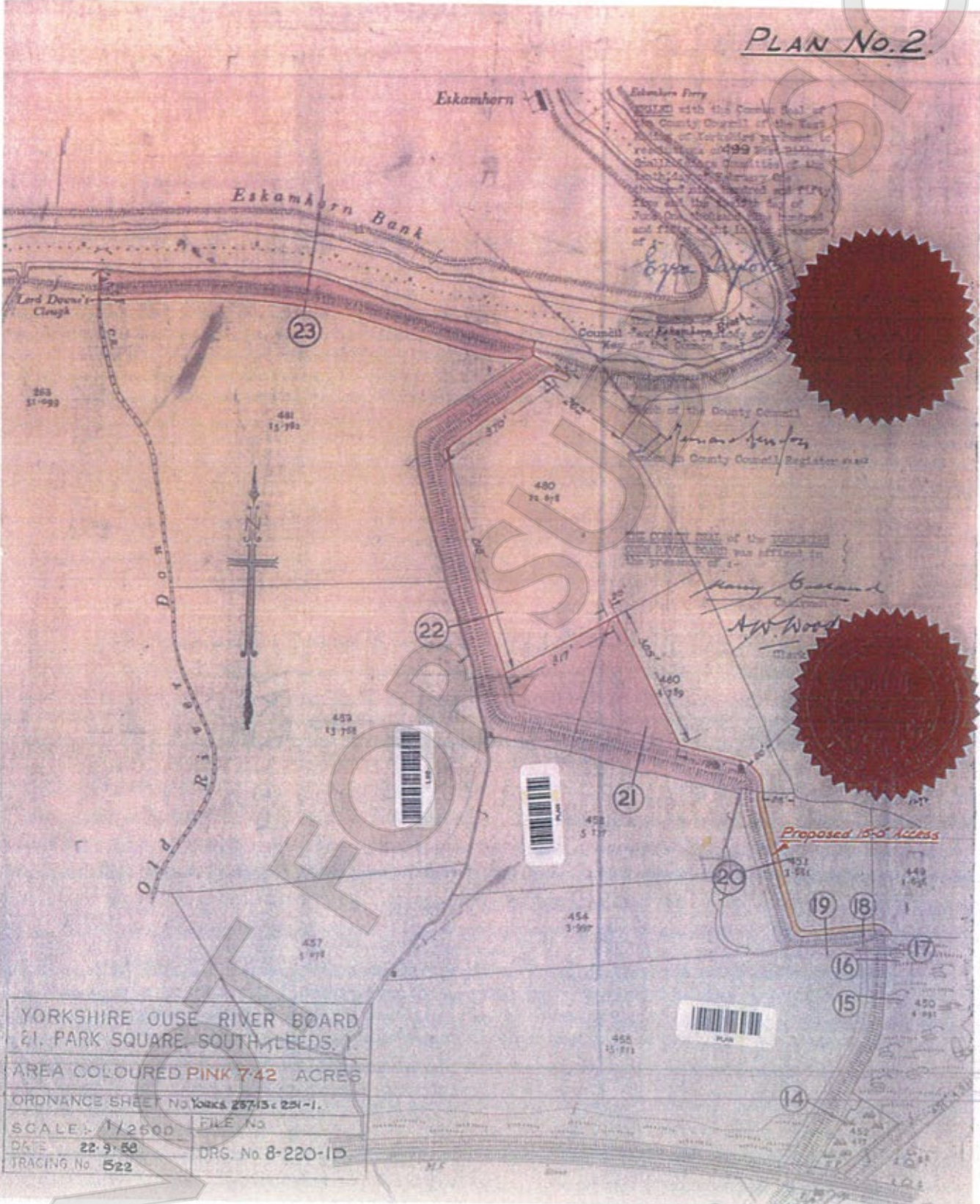
355'

480'

12 670

531  
7 032

PLAN No. 2.



YORKSHIRE OUSE RIVER BOARD  
 21, PARK SQUARE, SOUTH LEEDS, Y.  
 AREA COLOURED PINK 7.42 ACRES  
 ORDNANCE SHEET No. YORKS 25713 & 251-1.  
 SCALE: 1/2500  
 DATE 22.9.50  
 TRACING No. 522

*Eskamhorn Ferry*  
 with the Common Seal of the County Council of the East Riding of Yorkshire was made to read that on 29th June 1949 the County Council of the East Riding of Yorkshire did resolve that the land and river shown in the plan of the County Council of the East Riding of Yorkshire and the County Council of the West Riding of Yorkshire should be transferred to the County Council of the East Riding of Yorkshire and that the land and river should be included in the County Council of the East Riding of Yorkshire.

of the County Council  
*James Hendry*  
 Clerk to County Council, Registrar 2122

*Henry G. Bland*  
*W. Wood*  
 Clerk

Land Registration Rules 2003

|                               |
|-------------------------------|
| Certificate Date: 21 Jun 2022 |
| Certificate Time: 00:00:01    |
| Certificate Ref: 50/N28RZMB   |

|          |  |
|----------|--|
| Property | Land edged red on the plan attached to the application and described in form SIM as<br>HAZEL BANK FARM, SNAITH ROAD, RAWCLIFFE, GOOLE, EAST RIDING OF YORKSHIRE, DN14 8NA. |
|----------|--|

The index map does not define the extent of the land in any registered title. This reflects the fact that the boundary of a registered estate as shown for the purposes of the register is a general boundary, unless shown as determined under section 60 of the Land Registration Act 2002. You might also wish to refer to the individual register and title plan of any adjoining titles for details of the surrounding registered estates and their general boundaries and/or determined boundaries.

## Result

The index map has been searched in respect of the Property with the following result:

| Plan reference | Title No. | Registered Estate or Caution | Notes |
|----------------|-----------|------------------------------|-------|
| Not Applicable | YK2157    | Freehold                     |       |
| Not Applicable | Z2226Z    | Freehold                     |       |
| Not Applicable | SYK596895 | Leasehold                    |       |

\*\*\*\*\*

The plan lodged with your application for a search of the index map has been accepted for this application. Any statement of disclaimer has been disregarded as it is assumed that it was not intended to apply for the purposes of the application.

Please note that the acceptance of the plan for this particular application does not necessarily mean that the same plan would be accepted if subsequently used for another application. All plans lodged with a Land Registry application should comply with the guidelines in Land Registry's Practice Guide 40, Supplement 2. Lodging a plan which does not comply with the guidelines may result in requisitions being raised, (such as a request to delete a statement of disclaimer) or the application being cancelled.

Continued on Page 2

|   |                        |   |
|---|------------------------|---|
| Your Reference:<br>TEM/80628/J22ZZZ 45023                 | Key Number:<br>6620347 | For any enquiries concerning this certificate,<br>please contact:<br>Customer Support:<br>email<br>customersupport@landregistry.gov.uk<br>telephone<br>0300 006 0411 (lines open Monday to Friday<br>8am until 5pm)<br>A £4.00 fee will be debited to the account quoted. |
| EAST RIDING OF YORKSHIRE COUNCIL<br>DX28318<br>Beverley 1 |                        |   |

Land Registration Rules 2003

|                   |             |
|-------------------|-------------|
| Certificate Date: | 21 Jun 2022 |
| Certificate Time: | 00:00:01    |
| Certificate Ref:  | 50/N28RZMB  |

\*\*\*\*\*

No other registered estate, caution against first registration, application for first registration or application for a caution against first registration is shown on the index map in relation to the Property.

For further information about:

SIMs - see Practice Guide 10 - Official searches of the Index Map.

How to obtain official copies - see Practice Guide 11 - Inspection and applications for official copies.

Plan requirements for registration - see Practice Guide 40 - HM Land Registry plans - ([www.gov.uk/land-registry](http://www.gov.uk/land-registry)).

Ordnance Survey map products - ([www.ordnancesurvey.co.uk](http://www.ordnancesurvey.co.uk)).

END OF RESULT

Form LLC1 (*Local Land Charges Rules 1977 Schedule, Form C*)

## Register of local land charges

East Riding of Yorkshire Council  
County Hall  
Beverley HU17 9BA

## Requisition for search and official certificate of search

### Requisition for search

(A separate requisition must be made in respect of each parcel of land except as explained overleaf)

An official Search is required in all parts of the register of local land charges for by the above named registering authority for subsisting registrations against the land [defined in the attached plan] described below

Description of land sufficient to enable it to be identified

Hazel Bank Farm  
Snaith Road  
Rawcliffe  
Goole  
East Riding Of Yorkshire  
DN14 8NA

Signature of applicant (or his solicitor)

Name and address to which certificate is to be sent:

Legal Department

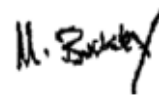
Date:

Telephone number

Reference TEM/80628/J22ZZZ 45023

Enclosure

It is hereby certified that the search requested above reveals the 1 registration described in the Schedule(s) hereto up to and including the date of this certificate.



Signed

On behalf of: **East Riding of Yorkshire Council**

**Date:** 15 June 2022  
**Total Fee:** £184.00

## East Riding of Yorkshire Council

### Register of Local Land Charges Schedule to Official Certificate of Search

| Part 3: Planning Charges<br>(b) Other planning charges  |                            |   |                      |
|---|----------------------------|---|----------------------|
| Description of charge (including reference to appropriate statutory provision)  | Originating Authority      | Place where relevant documents may be inspected       | Date of Registration |
| <p>Prior Approval Agricultural Development Conditional Planning Permission dated 27/04/1993<br/>ERECTION OF A STEEL FRAMED AGRICULTURAL BARN -<br/>AGRICULTURAL DETERMINATION<br/>at HAZEL BANK FARM, SNAITH ROAD, RAWCLIFFE<br/>Application Number: 93/20205/AGNOT<br/>Issued to: A BURRELL &amp; SONS LTD<br/>designated by virtue of Town and Country Planning Act 1990<br/>Ref:2/93/0301<br/>TLC Ref: AP99334</p> | Boothferry Borough Council | Local Land Charges, County Hall, Beverley<br>HU17 9BA | 27/04/1993           |

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East Riding of Yorkshire Council  
County Hall  
Beverley HU17 9BA

**Replies to CON 29 Required  
enquiries  
of Local Authority (2016 Edition)**

---

Description of land sufficient to enable it to be identified

Hazel Bank Farm  
Snaith Road  
Rawcliffe  
Goole  
East Riding Of Yorkshire  
DN14 8NA

Other Roads, footways and footpaths

---

Name and address to which certificate is to be sent

Legal Department

---

I refer to your CON 29R Enquiries relating to the above property. These replies relate to that property as shown on the location plan where supplied. The replies are given subject to the Notes to the CON 29R Enquiries.

*All correspondence relating to these answers should quote the official Search Reference.*

**Date:** 15 June 2022



## Standard Enquiries of Local Authority

### PLANNING AND BUILDING REGULATIONS

#### 1.1 Planning and building decisions and pending applications

Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications or agreements?

(a) a planning permission

See attached History Sheet.

(b) a listed building consent

None

(c) a conservation area consent

None

(d) a certificate of lawfulness of existing use or development

None

(e) a certificate of lawfulness of proposed use or development

None

(f) a certificate of lawfulness of proposed works for listed buildings

None

(g) a heritage partnership agreement

None

(h) a listed building consent order

None

(i) a local listed building consent order

None

(j) building regulations approval

None

(k) building regulation completion certificate and

None

(l) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?

Reference: 12/17161/NICEIC, Circuit alteration or addition in kitchen/ special location One or more new circuits - 05.04.2012

East Riding of Yorkshire Council does not hold or provide certificates relating to works overseen by a Competent Person provider. The installer should have supplied the client with the certificate once the installation was completed. Please contact the Competent Person provider for all inquiries relating to certificates.

***Informative:*** The Council may not always be aware of such works and enquires should also be made of the seller.

***Informative:*** The Councils records of Building Control applications have been granted, refused or being pending do not extend further back than 15 years of a deposited application and this reply covers only the period since that date . If further information relating to a status of a development in relation to the Building Regulations is needed, then a formal enquiry should be made by email to:- [building.control@eastriding.gov.uk](mailto:building.control@eastriding.gov.uk).

## 1.2 Planning designations and proposals

**What designations of land use for the property, or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?**

The adopted Development Plan for the area is the East Riding Local Plan this shows the site as Outside the Development Limits.  
Part of the Site is Within a Mineral Safeguarding Area.  
The Site is Within Flood Zone 2.  
The Site is Within Flood Zone 3.

## ROADS AND PUBLIC RIGHTS OF WAY

### Roadways, footways and footpaths

**2.1 Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are:**

(a) highways maintainable at public expense

Snaith Road is a highway maintainable at public expense.

(b) subject to adoption and, supported by a bond or bond waiver

None

(c) to be made up by a local authority who will reclaim the cost from the frontagers

None

(d) to be adopted by a local authority without reclaiming the cost from the frontagers

None

***Informative:*** If a road, footway or footpath is not a highway, there may be no right to use it and the Council cannot express an opinion without seeing the title plan of the property and carrying out a site inspection.

- The Council cannot comment on the width of a highway, or whether or not any existing highway directly abuts the boundary of the property.
- The Council does not hold information on highway extents.

## Public rights of way

**2.2 Is any public right of way which abuts on, or crosses the property, shown in a definitive map or revised definitive map?**

None

**2.3 Are there any pending applications to record a public right of way that abuts, or crosses the property, on the Register?**

None

**2.4 Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map?**

None

**2.5 If so, please attach a plan showing the approximate route.**

N/A

**OTHER MATTERS**

Apart from matters entered on the registers of local land changes, do any of the following matters apply to the property? If so, how can copies of the relevant documents be obtained? Note: Matters entered onto the Local Land Charges Register, or visible by property/site inspection, will not be referred to (where relevant) in answer to the enquiries 3.1. to 3.15. below.

**3.1 Land required for public purposes**

Is the property included in land required for public purposes?

No

**3.2 Land to be acquired for road works**

Is the property included in land to be acquired for road works?

No

**3.3 Drainage matters**

(a) Is the property served by a sustainable urban drainage system (SuDS)?

No

(b) Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?

N/A

(c) If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?

N/A

**3.4 Nearby road schemes**

Is the property (or will it be) within 200 metres of any of the following?

(a) the centre line of a new trunk road or special road specified in any order, draft order or scheme

No

(b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway

No

(c) the outer limits of construction works for a proposed alteration or improvement to an existing road involving:-

No

(d) the outer limits of:

(i) construction of a new road to be built by a local authority

No

(ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway

No

(iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes

No

(e) the centre line of the proposed route of a new road under proposals published for public consultation

No

(f) the outer limits of:-

(i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway

No

(ii) construction a roundabout (other than a mini roundabout)

No

(iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation

No

**Informative:** A mini roundabout is a roundabout having a one-way circulatory carriageway around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches.

### 3.5 Nearby railway schemes

(a) Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?

No

(b) Are there any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary?

None

***Informative:** This property sits near to the local authority boundary, enquiries are therefore advised to seek further information from the neighbouring local authority.*

### 3.6 Traffic schemes

**Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in Boxes B and C and are within 200 metres of the boundaries of the property?**

(a) permanent stopping up or diversion

No

(b) waiting or loading restrictions

No

(c) one way driving

No

(d) prohibition of driving

No

(e) pedestrianisation

No

(f) vehicle width or weight restriction

No

(g) traffic calming works including road humps

No

(h) residents parking controls

No

(i) minor road widening or improvement

No

(j) pedestrian crossings

No

(k) cycle tracks

No

(l) bridge building

No

**Informative:** In some circumstances, road closures can be obtained by third parties from magistrate's courts, or can be made by the Secretary of State for Transport without involving the local authority. This enquiry is designed to reveal matters that are yet to be implemented and could not therefore be ascertained by a visual inspection. Schemes that have been, or are currently being implemented will not be referred to in answer to this enquiry.

### 3.7 Outstanding notices

**Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this form?**

(a) building works

No

(b) environment

No

(c) health and safety

No

(d) housing

No

(e) highways

No

(f) public health

No

(g) flood and coastal erosion risk management

None

### 3.8 Contravention of building regulations

**Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?**

No

**3.9 Notices, orders, directions and proceedings under Planning Acts**  
**Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following?**

(a) an enforcement notice

No

(b) a stop notice

No

(c) a listed building enforcement notice

No

(d) a breach of condition notice

No

(e) a planning contravention notice

No

(f) another notice relating to breach of planning control

No

(g) a listed building repairs notice

No

(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation

No

(i) a building preservation notice

No

(j) a direction restricting permitted development

No

(k) an order revoking or modifying planning permission

No

(l) an order requiring discontinuance of use or alteration or removal of building or works

No

(m) a tree preservation order

None

(n) proceedings to enforce a planning agreement or planning contribution

None

**Informative:** National Park authorities also have the power to serve a building preservation notice, so an enquiry should also be made with them.

### 3.10 Community infrastructure levy (CIL)

(a) Is there a CIL charging schedule?

No

(b) If, yes, do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-

(i) a liability notice?

Not Applicable

(ii) a notice of chargeable development?

Not Applicable

(iii) a demand notice?

Not Applicable

(iv) a default liability notice?

Not Applicable

(v) an assumption of liability notice?

Not Applicable

(vi) a commencement notice?

Not Applicable

(c) Has any demand notice been suspended?

N/A

(d) Has the Local Authority received full or part payment of any CIL liability?

N/A

(e) Has the Local Authority received any appeal against any of the above?

N/A



(f) Has a decision been taken to apply for a liability order?

N/A

(g) Has a liability order been granted?

N/A

(h) Have any other enforcement measures been taken?

N/A

### 3.11 Conservation area

**Do the following apply in relation to the property?**

(a) the making of the area a conservation area before 31 August 1974

No

(b) an unimplemented resolution to designate the area a Conservation Area

No

### 3.12 Compulsory purchase

**Has any enforceable order or decision been made to compulsorily purchase or acquire the property?**

No

### 3.13 Contaminated land

**Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property)?**

(a) a contaminated land notice

No

(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990

(i) a decision to make an entry

No

(ii) an entry

No

(c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice

No

**Informative:** A negative reply does not imply that the property or any adjoining or adjacent land is free from contamination or from the risk of it and the reply may not disclose steps taken by another local authority in whose area adjacent or adjoining land

is situated.

### 3.14 Radon gas

**Do records indicate that the property is in a "Radon Affected Area" as identified by Public Health England?**

No, it is in an area where less than 1% of homes are estimated to be at or above Action Level

### 3.15 Assets of Community Value

(a) Has the property been nominated as an asset of community value?

(i) Is it listed as an asset of community value?

No

(ii) Was it excluded and placed on the 'nominated but not listed' list?

No

(iii) Has the listing expired?

No

(iv) Is the Local Authority reviewing or proposing to review the listing?

No

(v) Are there any subsisting appeals against the listing?

No

(b) If the property is listed:

(i) Has the Local Authority decided to apply to Land Registry for an entry or cancellation of a restriction in respect of listed affecting the property?

Not Applicable

(ii) Has the Local Authority received a notice of disposal?

Not Applicable

(iii) Has any community interest group requested to be treated as a bidder?

Not Applicable

*These replies have been given in accordance with the notes appended to CON29 form.*

*References to the provisions of particular Acts of Parliament or Regulations include any provisions which they have replaced and also include existing or future amendments or re-enactments.*

*The replies will be given in the belief that they are in accordance with information presently available to the officers of the replying local authority, but none of the local authorities or their officers accepts legal responsibility for an incorrect reply, except for negligence. Any legal responsibility for negligence will be owed to the person who raised the enquiries and the person on whose behalf they were raised. It will also be owed to any other person who has knowledge (personally or through an agent) of the replies before the time when he purchases, takes a tenancy of, or lends money on the security of the property or (if earlier) the time when he becomes contractually bound to do so.*

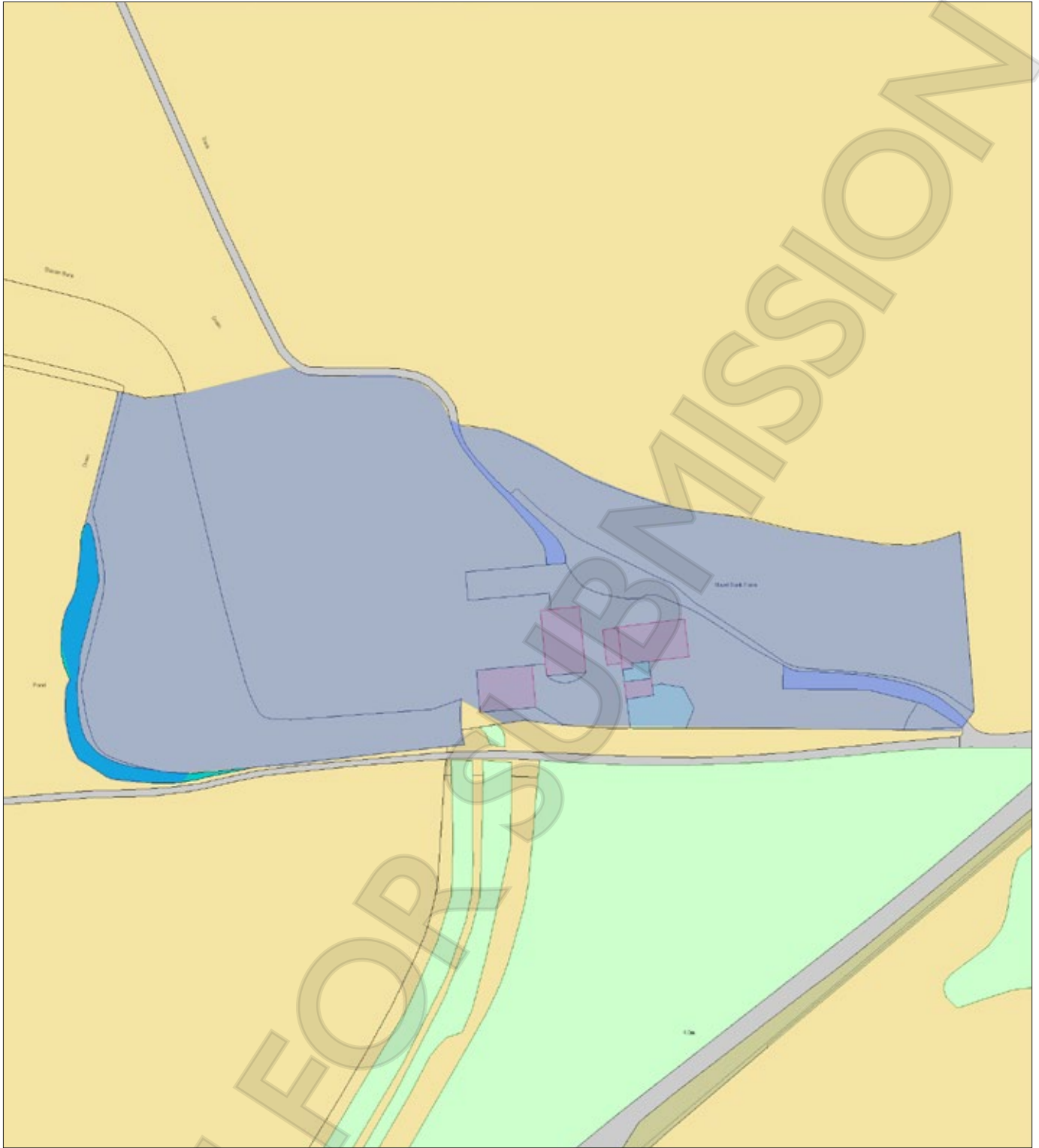
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*This Form should be read in conjunction with the guidance notes available separately.*

*Area means any area in which the property is located.*

*References to the Local Authority include any predecessor Local Authority and also any Local Authority committee, sub-committee or other body or person exercising powers delegated by the Local Authority and their approval includes their decision to proceed. The replies given to certain enquiries cover knowledge and actions of both the District Local Authority and County Local Authority.*

*Where relevant, the source department for copy documents should be provided.*



|   |  |
|---|--|
| <b>Search Reference:</b> 2223_00529   |  <b>EAST RIDING</b><br>OF YORKSHIRE COUNCIL<br><br>County Hall, Beverley HU17 9BA |
| <b>Property Address:</b> Hazel Bank Farm<br>Snaith Road<br>Rawcliffe<br>Goole<br>East Riding Of Yorkshire |  |
| <b>Date:</b> 30-May-2022  | <b>Scale:</b> 1: 1900  |
| ©Crown Copyright and database right 2020. Ordnance Survey 100023383 East Riding of Yorkshire Council      |  |

## LOCAL LAND CHARGES VAT RECEIPT

VAT Receipt Number: 2223\_00529  
VAT Receipt Date: 30-May-2022

**Applicant:** Legal Department

**Search Reference:** 2223\_00529

**Online Reference:**

**Online Source:**

**Search Date:** 30-May-2022









**Search Property:** Hazel Bank Farm  
Snaith Road  
Rawcliffe  
Goole  
East Riding Of Yorkshire  
DN14 8NA

| Product Description       |               |            |            |              |
|---------------------------|---------------|------------|------------|--------------|
| Service Description       | VAT Rate %    | NET Amount | VAT Amount | Total Amount |
| 1 x LLC1 Full             | 0.00          | £40.00     | £0.00      | £40.00       |
| 1 x CON29 Standard (Full) | 20.00         | £120.00    | £24.00     | £144.00      |
|                           | <b>Totals</b> | £160.00    | £24.00     | £184.00      |

VAT is chargeable on items shown above that are related to the CON29 part of this search.  
Other items are exempt for VAT purposes

## Commercial Drainage and Water Report

|                |  |
|----------------|--|
| Property       | HAZEL BANK FARM, SNAITH ROAD, RAWCLIFFE, GOOLE, East Riding of Yorkshire, DN14 8NA |
| Date of report | 13-Jun-2022  |
| Our reference  | CAS-198354-V1K7Q5  |
| Prepared for   | East Riding Of Yorkshire Council Legal Services                                    |
| Your reference | TEM/80628/J22ZZZ 45023   |

|   <p>Maps</p> |   <p>Drainage</p> |   <p>Water</p> |   <p>Charging</p> |
|---|---|--|---|
|   | <p>2.1 Foul connected?<br/>2.2 Surface Water Connected?<br/>2.3 Surface Water Charge<br/>2.5 Sewer within 30.48 metres (100 feet)?<br/>2.9 Sewerage treatment Works?</p>            | <p>3.5 What is the classification of the water supply for the property?</p>  | <p>4.2 Sewerage bills<br/>4.3 Water bills</p>   |

### At a glance

- No build over consultation is recorded.
- No S104 agreement is recorded.
- The property is connected for a mains water supply only.
- There are no sewers within the boundary.

As from 1st October 2011 ownership of private sewers and lateral drains changed in accordance with The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011. The contents of this search reflect these changes. For further details visit [www.yorkshirewater.com/the-big-transfer.aspx](http://www.yorkshirewater.com/the-big-transfer.aspx)

## Safe-Move Complaints Procedure

We aim to provide a high standard of service and to treat you with courtesy and fairness at all times. We welcome any comments you may have and always try to answer queries and resolve complaints quickly and in full.

Safe-Move offers a staged, robust and uniformly efficient complaints process. Formal complaints can be made via the telephone, in writing or via email. We'll investigate your complaint and try to resolve it fully. If your complaint is fair, we'll say sorry and do everything to put things right as soon as possible.

Our contact details are:

Safe-Move  
PO Box 99  
Bradford  
BD3 7YB

Free phone: 0333 220 6664

Email: [safemove@yorkshirewater.com](mailto:safemove@yorkshirewater.com)

If you have a query or issue regarding either the provision or the content of our CON29DW Drainage and Water search, you should contact us in the first instance.

If you raised a complaint you can expect the following as a minimum standard from us:

- We will listen to your complaint and do our best to resolve it immediately.
- If we cannot resolve it at the time, we will record the details of your complaint and we will investigate and contact you within 5 working days. We will confirm our response in writing if you request it.
- If we fail to provide you with a response within 5 working days we will pay you £50.00 regardless of the outcome of your complaint.
- On occasions your complaint may require more detailed investigation. In these instances we will keep you informed of our progress and update you with new timescales if necessary.
- If you want to liaise with a third party on your behalf, just let us know.

If we consider the complaint to be justified, you can expect the following from us:

- We will provide you with a revised search and undertake action within our control to put things right in line with the products terms and conditions.
- You will be kept informed of any actions required.
- Once you have our response, if you are still not satisfied with the outcome, or the way we've handled it, you can ask for the issue to be reviewed. If this is the case you should write to us without delay, explaining why you remain dissatisfied and what action you would like us to take. The review will be independent of the original investigations and may overturn the previous decision if appropriate.
- We'll let you know the outcome of your review, in writing, within 10 working days.
- If we cannot resolve your complaint or you remain dissatisfied with the output of the review you can refer the issue to The Property Ombudsman Scheme (TPOs). You can obtain further information by visiting [www.tpos.co.uk](http://www.tpos.co.uk) or email [admin@tpos.co.uk](mailto:admin@tpos.co.uk). In addition to TPO redress scheme covering consumers, TPO will also provide redress to small businesses (including Charities and Trusts) that

meet the following criteria:

- a small business (or group of companies) with an annual turnover of less than £3 million;
- a charity with an annual income of less than £3 million;
- a Trust with a net asset value of less than £3 million.

The Property Ombudsman's limit for compensation is £25,000



## Maps

**Question 1.1**      **Where relevant, please include a copy of an extract from the public sewer map** 


**Answer**      A copy of an extract from the public sewer map is included in which the location of the property is identified.

- Public Sewers are those which Yorkshire Water Services has responsibility for.

**Question 1.2**      **Where relevant, please include a copy of an extract from the map of waterworks** 

**Answer**      A copy of an extract from the map of waterworks is included in which the location of the property is identified.

- Assets other than vested water mains may be shown on the plan, for information only.

**Question 6.2**      **On the copy extract from the public sewer map, please show manhole cover, depth and invert levels where the information is available.** 

**Answer**      On the copy extract from the public sewer map the manhole cover, depth and invert levels are shown where available.



Home



Maps



Drainage



Water



Charging



## Drainage

### Question 2.1

**Does foul water from the property drain to a public sewer?**



#### Answer

Records indicate that foul water from the property does not drain to a public sewer and the householder will therefore not be charged for this service. This may be as a result of one of the following being present at the property - Private septic tank, cesspit, leachfield, reed beds or other type of treatment plant.

### Question 2.2

**Does surface water from the property drain to a public sewer?**



#### Answer

Records indicate that surface water from the property does not drain to a public sewer and the householder will therefore not be charged for this service. This may be as a result of one of the following being present at the property - Soakaway or watercourse; for example river, stream, beck or culvert. If the property was constructed after 6th April 2015 the surface water drainage may be served by a Sustainable Drainage System. Further information may be available from the Developer or Question 3.3 of the CON29 from the Local Authority.

### Question 2.3

**Is a surface water drainage charge payable?**



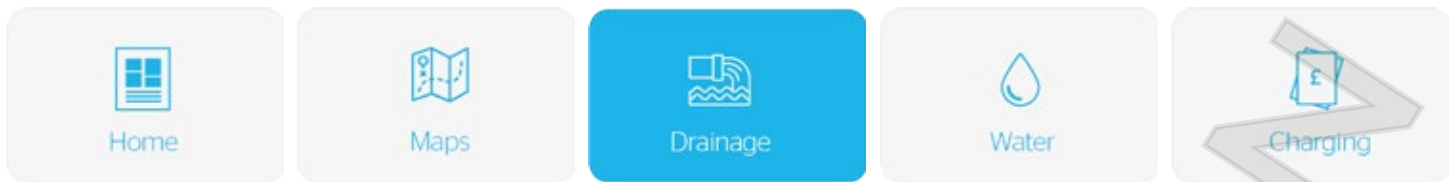
#### Answer

Records confirm that a surface water drainage charge is not payable for the property. If the property was constructed after 6th April 2015 the surface water drainage may be served by a Sustainable Drainage System. Further information may be available from the Developer or Question 3.3 of the CON29 from the Local Authority.

1. If surface water does not drain to the public sewerage system, the property may have private facilities in the form of a soakaway or private connection to a watercourse.

### Question 2.4

**Does the public sewer map indicate any public sewer,**



### disposal main or lateral drain within the boundaries of the property?

Answer

The public sewer map indicates that there are no public sewers, disposal mains or lateral drains within the boundaries of the property. However, from the 1st October 2011 there may be lateral drains and/or public sewers which are not recorded on the public sewer map but which may prevent or restrict development of the property.

1. Yorkshire Water Services has a statutory right of access to carry out work on its assets. Employees of Yorkshire Water Services or its contractors may, therefore, need to enter the property to carry out work.

### Question 2.4.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?

Answer

The public sewer map indicates that there is no public pumping station within the boundaries of the property. Any other ancillary apparatus is shown on the public sewer map and referenced on the legend.

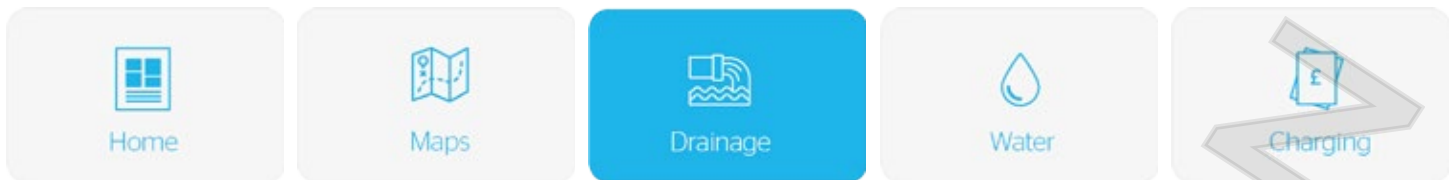
1. Pumping stations installed before 1st July 2011 were transferred into the ownership of Yorkshire Water on 1st October 2016. Pumping stations installed after 1st July 2011 will remain the responsibility of the householder unless they are the subject of an adoption agreement.

### Question 2.5 Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?

Answer

The public sewer map indicates that there are no public sewers within 30.48 metres (100 feet) of a building within the property.

1. As from 1st October 2011 ownership of private sewers and lateral drains changed in accordance with the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011 consequently there may be additional lateral drains and/or public sewers which are not recorded



on the public sewer map but are also within 30.48 metres (100 feet) of a building within the property.

**Question 2.5.1** Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50 metres (164.04 feet) of any buildings within the property?



**Answer** The public sewer map included indicates that there is no public pumping station within 50 metres (164.04 feet) of any buildings within the property. Any other ancillary apparatus is shown on the public sewer map and referenced on the legend.

**Question 2.6** Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement under Section 104 of the Water Industry Act 1991?



**Answer** Records confirm that sewers serving the development, of which the property forms part, are not the subject of an existing adoption agreement or an application for such an agreement.

**Question 2.7** Has a sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?



**Answer** There are no records in relation to any approval or consultation about plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. However, the sewerage undertaker might not be aware of a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain.

1. Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered.
2. From the 1st October 2011 private sewers, disposal mains and lateral drains were transferred into public ownership and the sewerage undertaker may not have been approved or consulted about any plans to erect a building or extension on the property over or in the vicinity of these.



Home



Maps



Drainage



Water



Charging

### Question 2.8

**Is the building which is or forms part of the property at risk of internal flooding due to overloaded public sewers?**



### Answer

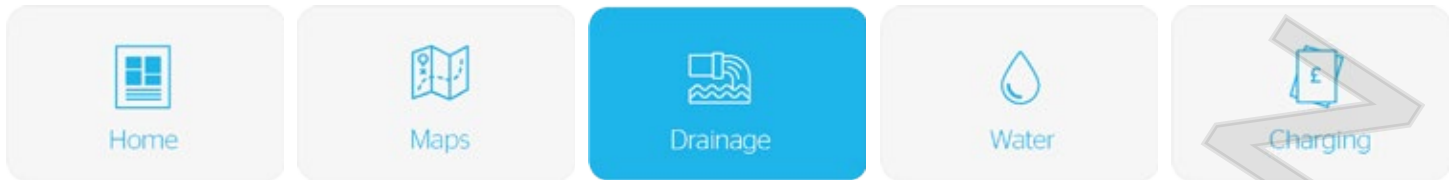
The property is not recorded as being at risk of internal flooding due to overloaded public sewers. From the 1st October 2011 private sewers, disposal mains and lateral drains were transferred into public ownership. It is therefore possible that a property may be at risk of internal flooding due to an overloaded public sewer which the sewerage undertaker is not aware of. For further information it is recommended that enquiries are made of the vendor.

1. A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded.
2. "Internal flooding" from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.
3. At risk properties are defined as those that have suffered or are likely to suffer internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Sewerage Undertaker's reporting procedure.
4. Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the At Risk register.
5. Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Sewerage Undertaker.
6. It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Sewerage Undertaker. This report excludes flooding from private sewers and drains and the Sewerage Undertaker makes no comment upon this matter.

### Question 2.9

**Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.**





Answer

The nearest Sewage Treatment Works is RAWCLIFFE BANKSIDE/STW which is 1.3 kilometres NE and is the responsibility of Yorkshire Water Services Ltd.

1. The Sewerage undertakers records were inspected to determine the nearest sewage treatment works. It should be noted therefore that there may be a private sewage treatment works closer than the one detailed that has not been identified.

### Question 5.1

**Does the property have a trade effluent consent?**



Answer

The Company's records indicate that the property does not have a consent to discharge trade effluent under S118 of the Water Services Industry Act 1991 into the public sewerage system.

### Question 6.1

**Is there a wayleave/easement agreement giving the Sewerage and/or Water Undertaker the right to lay or maintain assets or right of access to pass through private land in order to reach the Company's assets?**



Answer

Records indicate there is no Wayleave/Easement relating to any public sewer or vested water main located within the boundary of the property/site. However, as records may be incomplete we recommend that verification is always sought from the vendor.



Home



Maps



Drainage



Water



Charging

# Water

**Question 3.1** Is the property connected to mains water supply?



Answer Records indicate that the property is connected to mains water supply.

**Question 3.2** Are there any water mains, resource mains or discharge pipes within the boundaries of the property?



Answer The map of waterworks does not indicate any public water mains, resource mains or discharge pipes within the boundaries of the property.

**Question 3.3** Is any water main or service pipe serving or which is proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?



Answer Records confirm that water mains or service pipes serving the property are not the subject of an existing adoption agreement or an application for such an agreement.

**Question 3.4** Is the property at risk of receiving low water pressure or flow?



Answer Records confirm that the property is not recorded on a register kept by the water undertaker as being at risk of receiving low water pressure or flow.

1. It should be noted that low water pressure can occur from private supply pipes (the pipework from the external stop cock to the property) or internal plumbing which are not the responsibility of the Water Undertaker. This report excludes low water pressure from private supply pipes and internal plumbing and the Water Undertaker makes no comment upon this matter.

**Question 3.5**

**What is the classification of the water supply for the property?**



**Answer**

The water supplied to the property is classified as being hard water, which is borehole/river derived and has an average water hardness of 112.875mg/l calcium and magnesium. As we have a grid system in place whereby, we can move water around the Yorkshire region as required, occasionally the hardness of your water may vary. Hardness reacts chemically with soap and is a measure of the concentration of calcium and magnesium salts in the water. The higher the hardness, the more soap is required to form a lather. Yorkshire Water does not artificially soften or harden any of its supplies Water hardness can be expressed in various indices for example the hardness settings for dishwashers are commonly expressed in Clark's degrees, but check with the manufacturer as there are also other units.

| Hardness category | Calcium (mg/l) | Calcium carbonate (mg/l) | English Clarke degrees | French degrees | General German degrees |
|-------------------|----------------|--------------------------|------------------------|----------------|------------------------|
| Soft              | 0 to 20        | 0 to 50                  | 0 to 3.5               | 0 to 5         | 0 to 2.8               |
| Moderately soft   | 21 to 40       | 51 to 100                | 3.6 to 7               | 6 to 10        | 2.9 to 5.6             |
| Slightly hard     | 41 to 60       | 101 to 150               | 8 to 10.5              | 11 to 15       | 5.7 to 8.4             |
| Moderately hard   | 61 to 80       | 151 to 200               | 10.6 to 14             | 16 to 20       | 8.5 to 11.2            |
| Hard              | 81 to 120      | 201 to 300               | 15 to 21               | 21 to 30       | 11.3 to 16.8           |
| Very hard         | Over 120       | Over 300                 | Over 21                | Over 30        | Over 16.8              |





Home



Maps



Drainage



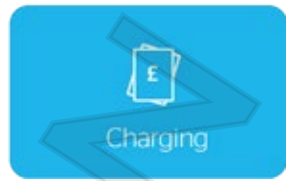
Water



Charging

## Charging

|                       |   |  |
|-----------------------|---|--|
| <b>Question 3.6</b>   | <b>Is there a meter installed at this property?</b>   |  |
| Answer                | Records indicate that there is a meter installed at this property.  |  |
| <b>Question 3.7</b>   | <b>Please include details of the location of any water meter serving the property.</b>  |  |
| Answer                | Records indicate that the property is served by a water meter which is located externally to the property.  |  |
| <b>Question 4.1.1</b> | <b>Who is responsible for providing the sewerage services for the property?</b>   |  |
| Answer                | Yorkshire Water Services Limited, Western House, Halifax Road, Bradford BD6 2SZ is/will be responsible for providing the sewerage services for the property/site.   |  |
| <b>Question 4.1.2</b> | <b>Who is responsible for providing the water services for the property?</b>  |  |
| Answer                | Yorkshire Water Services Limited, Western House, Halifax Road, Bradford BD6 2SZ is/will be responsible for providing the water services for the property/site.  |  |
| <b>Question 4.2</b>   | <b>Who bills the property for sewerage services?</b>  |  |
| Answer                | If you wish to know who bills the sewerage services for this property then you will need to contact the current owner. For a list of all potential retailers of sewerage services for this property please visit <a href="http://www.open-water.org.uk">www.open-water.org.uk</a> . |  |
| <b>Question 4.3</b>   | <b>Who bills the property for water services?</b>   |  |



Answer

If you wish to know who bills the water services for this property then you will need to contact the current owner. For a list of all potential retailers of sewerage services for this property please visit [www.open-water.org.uk](http://www.open-water.org.uk).

NOT FOR SUBMISSION

# Appendix 1

## General Interpretation

(1) In this Schedule—

“the 1991 Act” means the Water Industry Act 1991(a);

“the 2000 Regulations” means the Water Supply (Water Quality) Regulations 2000(b);

“the 2001 Regulations” means the Water Supply (Water Quality) Regulations 2001(c);

“adoption agreement” means an agreement made or to be made under Section 51A(1) or 104(1) of the 1991 Act (d);

“bond” means a surety granted by a developer who is a party to an adoption agreement;

“bond waiver” means an agreement with a developer for the provision of a form of financial security as a substitute for a bond;

“calendar year” means the twelve months ending with 31st December;

“discharge pipe” means a pipe from which discharges are made or are to be made under Section 165(1) of the 1991 Act;

“disposal main” means (subject to Section 219(2) of the 1991 Act) any outfall pipe or other pipe which—

(a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a sewerage undertaker or of any other person; and

(b) is not a public sewer;

“drain” means (subject to Section 219(2) of the 1991 Act) a drain used for the drainage of one building or any buildings or yards appurtenant to buildings within the same curtilage;

“effluent” means any liquid, including particles of matter and other substances in suspension in the liquid;

“financial year” means the twelve months ending with 31st March;

“lateral drain” means—

(a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or

(b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under Section 102 of the 1991 Act or in an agreement made under section 104 of that Act (e);

“licensed water supplier” means a company which is the holder for the time being of a water supply licence under Section 17A(1) of the 1991 Act(f);

“maintenance period” means the period so specified in an adoption agreement as a period of time—

(a) from the date of issue of a certificate by a sewerage undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that undertaker’s satisfaction; and

(b) until the date that private sewer or lateral drain is vested in the sewerage undertaker;

“map of waterworks” means the map made available under section 198(3) of the 1991 Act (g) in relation to the information specified in subsection (1A);

“private sewer” means a pipe or pipes which drain foul or surface water, or both, from premises, and are not vested in a sewerage undertaker;

“public sewer” means, subject to Section 106(1A) of the 1991 Act(h), a sewer for the time being vested in a sewerage undertaker in its capacity as such, whether vested in that undertaker—

(a) by virtue of a scheme under Schedule 2 to the Water Act 1989(i);

(b) by virtue of a scheme under Schedule 2 to the 1991 Act (j);

(c) under Section 179 of the 1991 Act (k); or

(d) otherwise;

“public sewer map” means the map made available under Section 199(5) of the 1991 Act (l);

“resource main” means (subject to Section 219(2) of the 1991 Act) any pipe, not being a trunk main, which is or is to be used for the purpose of—

(a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or

(b) giving or taking a supply of water in bulk;

“sewerage services” includes the collection and disposal of foul and surface water and any other services which are required to be provided by a sewerage undertaker for the purpose of carrying out its functions;

“Sewerage Undertaker” means the Company appointed to be the sewerage undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated;

“surface water” includes water from roofs and other impermeable surfaces within the curtilage of the property;

“water main” means (subject to Section 219(2) of the 1991 Act) any pipe, not being a pipe for the time being vested in a person other than the water undertaker, which is used or to be used by a water undertaker or licensed water supplier for the purpose of making a general supply of water available to customers or potential customers of the undertaker or supplier, as distinct from for the purpose of providing a supply to particular customers;

“water meter” means any apparatus for measuring or showing the volume of water supplied to, or of effluent discharged from any premises;

“water supplier” means the Company supplying water in the water supply zone, whether a water undertaker or licensed water supplier;

“water supply zone” means the names and areas designated by a water undertaker within its area of supply that are to be its water supply zones for that year; and

“Water Undertaker” means the Company appointed to be the water undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated.

(2) In this Schedule, references to a pipe, including references to a main, a drain or a sewer, shall include references to a tunnel or conduit which serves or is to serve as the pipe in question and to any accessories for the pipe.

(a) 1991 c. 56.

(b) S.I. 2000/3184. These Regulations apply in relation to England.

(c) S.I. 2001/3911. These Regulations apply in relation to Wales.

(d) Section 51A was inserted by Section 92(2) of the Water Act 2003 (c. 37). Section 104(1) was amended by Section 96(4) of that Act.

(e) Various amendments have been made to Sections 102 and 104 by section 96 of the Water Act 2003.

(f) Inserted by Section 56 of and Schedule 4 to the Water Act 2003.

(g) Subsection (1A) was inserted by Section 92(5) of the Water Act 2003.

(h) Section 106(1A) was inserted by Section 99 of the Water Act 2003.

(i) 1989 c. 15.

(k) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.

(l) Section 199 was amended by Section 97(1) and (8) of the Water Act 2003.

# COMMERCIAL DRAINAGE & WATER ENQUIRY TERMS AND CONDITIONS

Customer and Clients are asked to note these terms, which govern the basis on which this drainage and water report is supplied.

## 1. Definition

- 1.1. Client means the person, company or body who is the intended recipient of the Report with an actual or potential interest in the Property;
- 1.2. Customer means the person, company, firm or other legal body placing the Order, either on their own behalf as the Client, or, as an agent for a Client;
- 1.3. Order means any request completed by the Customer requesting the Report;
- 1.4. Property means the address or location supplied by the Customer in the Order;
- 1.5. Report means the drainage and/or water report prepared by SafeMove in respect of the Property; and
- 1.6. SafeMove means Yorkshire Water Services Limited (company number O2366682) trading as "SafeMove".

## 2. Agreement

- 2.1. The Company agrees to supply the Report to the Customer and the Client subject to these terms. The scope and limitations of the Report are described in clause 2 of these terms. Where the Customer is acting as an agent for the Client then the Customer shall be responsible for bringing these terms to the attention of the Client.
- 2.2. The Customer and Client agree that the placing of an Order for a Report indicates their acceptance of these terms.

## 3. The Report

- 3.1. The Report is produced only for use in relation to property transactions where the intended use of the property is not as a single residential domestic property or not land and buildings being or to be developed as a single residential domestic property and cannot be used for circumstances outside this remit. SafeMove shall have no liability should the Report be used otherwise than for its intended purpose.
- 3.2. Whilst The Company will use reasonable care and skill in producing the Report, it is provided to the Customer and the Client on the basis that they acknowledge and agree to the following:-
  - 3.2.1. The information contained in the Report can change on a regular basis so SafeMove cannot be responsible to the Customer and/or the Client for any change in the information contained in the Report after the date on which the Report was produced and sent to the Customer and / or the Client.

- 3.2.2. The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.
- 3.2.3. The information contained in the Report is based upon the accuracy of the address supplied by the Customer or Client.
- 3.3. The Report may contain opinions or general advice to the Customer and/or the Client and SafeMove cannot ensure that any such opinion or general advice is accurate, complete or valid and accepts no liability therefore.
- 3.4. The position and depth of apparatus shown on any maps attached to the Report are approximate, and are furnished as a general guide only, and no warranty as to its correctness is given or implied. The exact positions and depths should be obtained by excavation trial holes and the maps must not be relied on in the event of excavation or other works made in the vicinity of The Company's apparatus.

## 4. Liability

- 4.1. Safemove shall not be liable to the Customer and/or Client for any failure defect or non-performance of its obligations arising from any failure caused by circumstances beyond the reasonable control of SafeMove.
- 4.2. Where the Customer sells this report to a Client (other than in the case of a bona fide legal adviser recharging the cost of the Report as a disbursement) The Company shall not in any circumstances (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) be liable for any loss or damage whatsoever and the Customer shall indemnify the Company in respect of any claim by the Client.
- 4.3. The Report is produced for use as defined in clause 3.1. If used for any other purpose SafeMove shall have no liability for any loss suffered. When the Report is used for the purpose described in clause 3, SafeMove's entire liability in respect of all losses arising by reason of or in connection with the Report (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) shall be limited to 10,000,000 (ten million pounds). SafeMove shall not be liable for any losses in relation to the Report if it is used for non land-only transactions or residential searches.
- 4.4. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall limit or exclude the liability of either Party in respect of:
- 4.4.1. death or personal injury resulting from negligence;
  - 4.4.2. fraud or fraudulent misrepresentation; or
  - 4.4.3. any other losses which cannot be excluded by law.

## 5. Copyright and Confidentiality

- 5.1. The Customer and the Client acknowledge that the Report is confidential and is intended for the personal use of the Client. The copyright and any other intellectual property rights in the Report shall remain the property of The Company. No intellectual or other property rights are transferred or licensed to the Customer or the Client except to the extent expressly provided.

- 5.2. The Customer or Client is entitled to make copies of the Report but may only copy Ordnance Survey mapping or data contained in or attached to the Report, if they have an appropriate licence from the originating source of that mapping or data.
- 5.3. The Customer and Client agree (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.
- 5.4. The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.
- 5.5. The Customer and the Client agree to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by either of them of the terms of paragraphs 5.1 to 5.4 inclusive.
- 5.6. The enquiries contained in the Report are protected by copyright owned by the Law Society of 113 Chancery Lane, London EC2A 1PL and must not be used for any purpose outside the context of the Report.
- 5.7. We are a member of the Drainage and Water Searches Network (DWSN), a membership organisation for companies who are responsible for compiling full and complete responses to the Law Society's CON29DW Residential and CON29DW Commercial products. For more information please visit [www.dwsn.org.uk](http://www.dwsn.org.uk). The DWSN Standards are: -
- Promotion of best practice and quality.
  - Maintain adequate insurance.
  - Display the appropriate logos to signify high standards.
  - Respond to complaints in a timely fashion and provide an appropriate escalation procedure
  - Comply with all applicable UK legislation, regulations and industry standards.
  - Act in a professional and honest manner and provide a service with due care and skill.

#### The Property Ombudsman scheme (TPOs)

If we cannot resolve your complaint or have failed to comply with the complaints procedure, you may refer your complaint under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to £25,000 to you if the Ombudsman finds that you or your client has suffered actual financial loss, distress or inconvenience. In addition to the TPO redress scheme covering consumers, TPO will also provide redress for small businesses (including Charities and Trusts) that meet the following criteria:-

- a small business (or group of companies) with an annual turnover of less than £3 million.
- a charity with an annual income of less than £3 million.
- a Trust with a net asset value of less than £3 million.

TPOs Contact Details: The Property Ombudsman scheme Milford House 43-55 Milford Street Salisbury SP1 2BP Telephone: 01722 333306 Fax: 01722 332296 Website: [www.tpos.co.uk](http://www.tpos.co.uk) Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

## 6. Payment

- 6.1. Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay for the price of the Report specified by SafeMove, without any set off, deduction or counterclaim. Unless the Customer or Client has an account with SafeMove for payment for Reports, SafeMove must receive payments for Reports in full before the Report is produced.

## 7. General

- 7.1. If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.
- 7.2. These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.
- 7.3. Nothing in this notice shall in any way restrict the Customer or Clients statutory or any other rights of access to the information contained in the Report.
- 7.4. In the provision of the services, SafeMove may disclose personal data provided to other companies within its group in accordance with the Data Protection Act 2018/General Data Protection Regulation and other applicable laws.
- 7.5. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement. Unless expressly provided by this Agreement, no third party may enforce or benefit from any term of this Agreement.



## Property Identifier









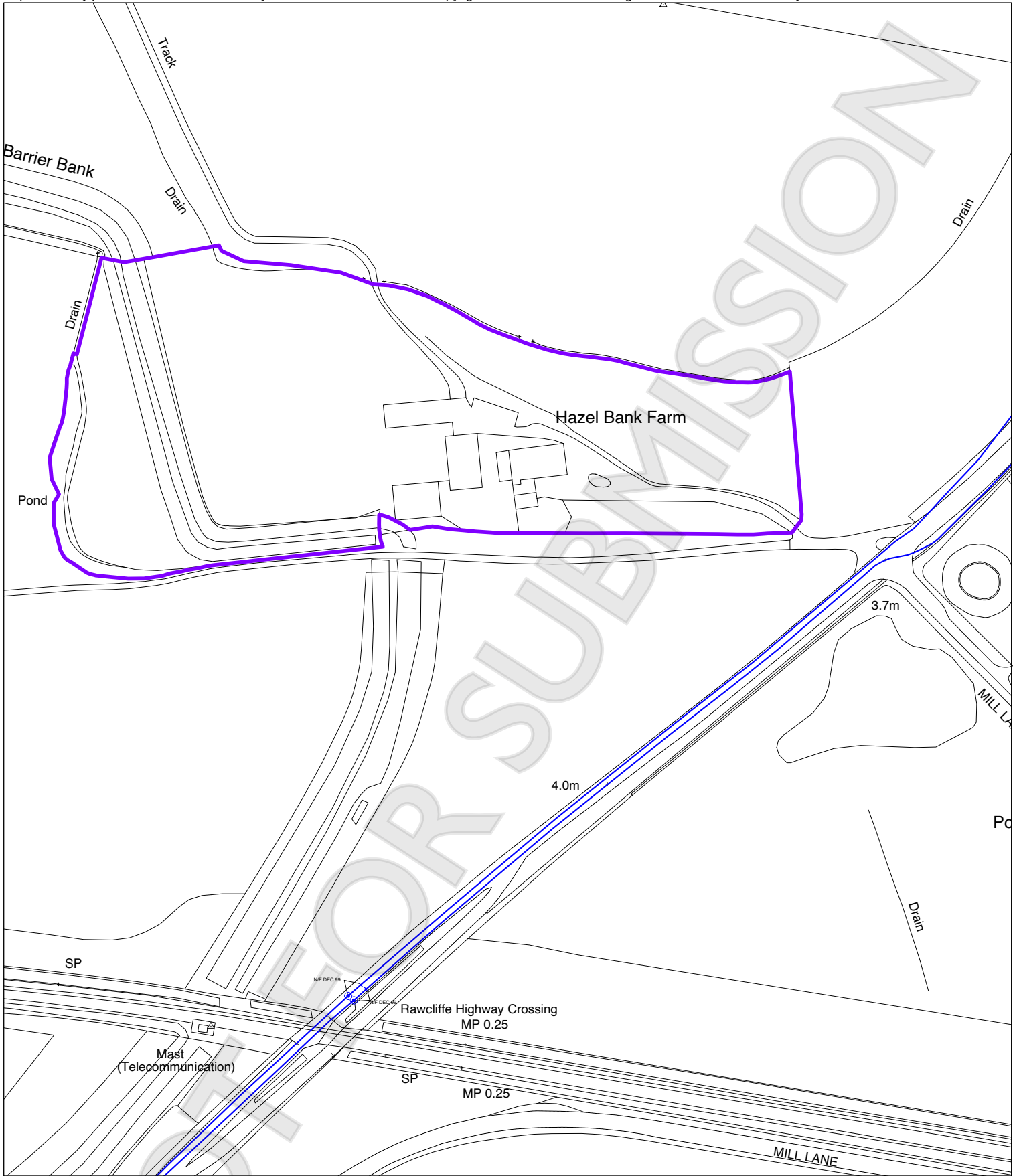
## Sewer Legend

|   |                             |   |                         |
|---|-----------------------------|---|-------------------------|
|    | Combined Sewer              |   | S24 Combined Sewer      |
|    | Surface Water Sewer         |   | S24 Surface Water Sewer |
|    | Foul Sewer                  |   | S24 Foul Sewer          |
|    | Section 104 Sewer           |   | Rising Main             |
|    | Overflow Sewer              |   | Abandoned Sewer         |
|  | Syphon Sewer & Vacuum Sewer |  | Pumping Station         |
|   |                             |  | Sewage Treatment Works  |

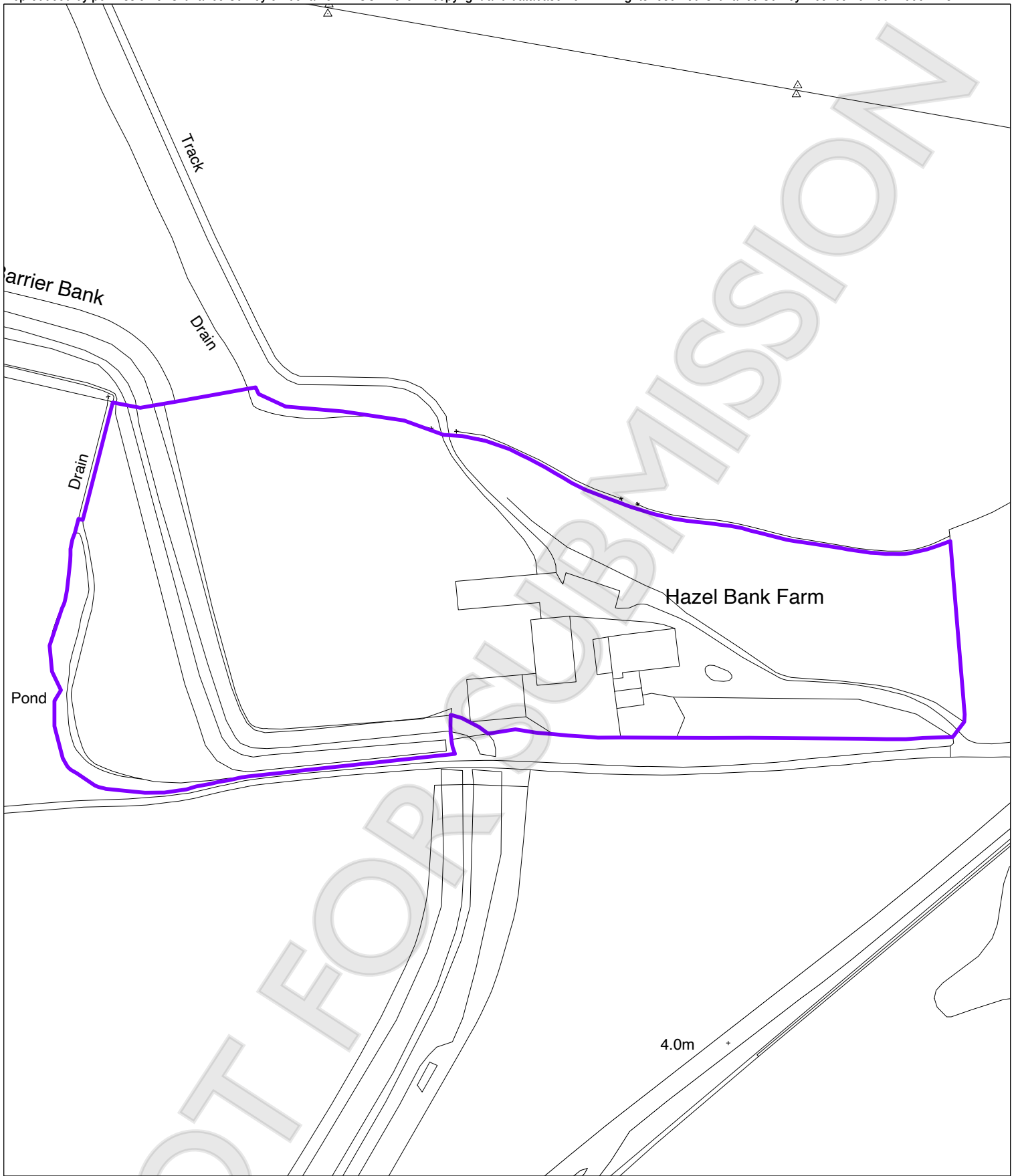
Please note that the direction of flow arrows may not always appear depending on the scale of the map.

## Water Legend

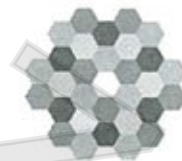
|   |                         |
|---|-------------------------|
|  | Water Main 4" and below |
|  | Water Main 4" and above |
|  | Raw Water Main          |
|  | Private Water Main      |
|  | Fire Hydrant            |
|  | Pumping Station         |



Public Clean Water Network 13/06/2022 10:14:54 OS Grid Coordinates: 467416 : 422021 Map Name : SE6722SW svcGISSafeMovePD



Public Waste Water Network 13/06/2022 10:14:54 OS Grid Coordinates: 467420 : 422134 Map Name : SE6722SW svcGISSafeMovePD



# Official copy of register of title

Title number SYK596895

Edition date 11.01.2017

- This official copy shows the entries in the register of title on 7 June 2022 at 10:22:40.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 7 June 2022.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title, see [www.gov.uk/land-registry](http://www.gov.uk/land-registry).
- This title is dealt with by HM Land Registry Durham Office.

## A: Property register

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

SOUTH YORKSHIRE : DONCASTER

- 1 (25.04.2012) The Leasehold mines and minerals demised by the lease referred to below which lie beneath the land shown edged with red on the plan of the above Title filed at the Registry being coal and coal mine Thorne Colliery, Moorends, Doncaster.

NOTE: Only the coal and coal mine as more particularly described in the lease is included in the title.

- 2 (25.04.2012) For the purposes of paragraph 2 of Schedule 8 to the Land Registration Act 2002 the coal and coal mine and powers of working and getting them demised by the lease are included in this title.

- 3 (25.04.2012) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 31 October 1994

Term : 99 years from 31 October 1994

Parties : (1) The Coal Authority

(2) The British Coal Corporation

NOTE 1: The lease comprises also other land.

NOTE 2: Copy filed under SYK596099



## 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 (17.01.2013) PROPRIETOR: HARWORTH ESTATES MINES PROPERTY LIMITED (Co. Regn. No. 8228494) of Advantage House Poplar Way, Catcliffe, Rotherham S60 5TR.
- 2 (17.01.2013) A Transfer of the land in this title and other land dated 7 December 2012 made between (1) UK Coal Mining Ltd and (2) Harworth Estates Mines Property Limited contains vendor's and purchaser's personal covenants.

*NOTE: Copy filed under SYK596099.*

End of register

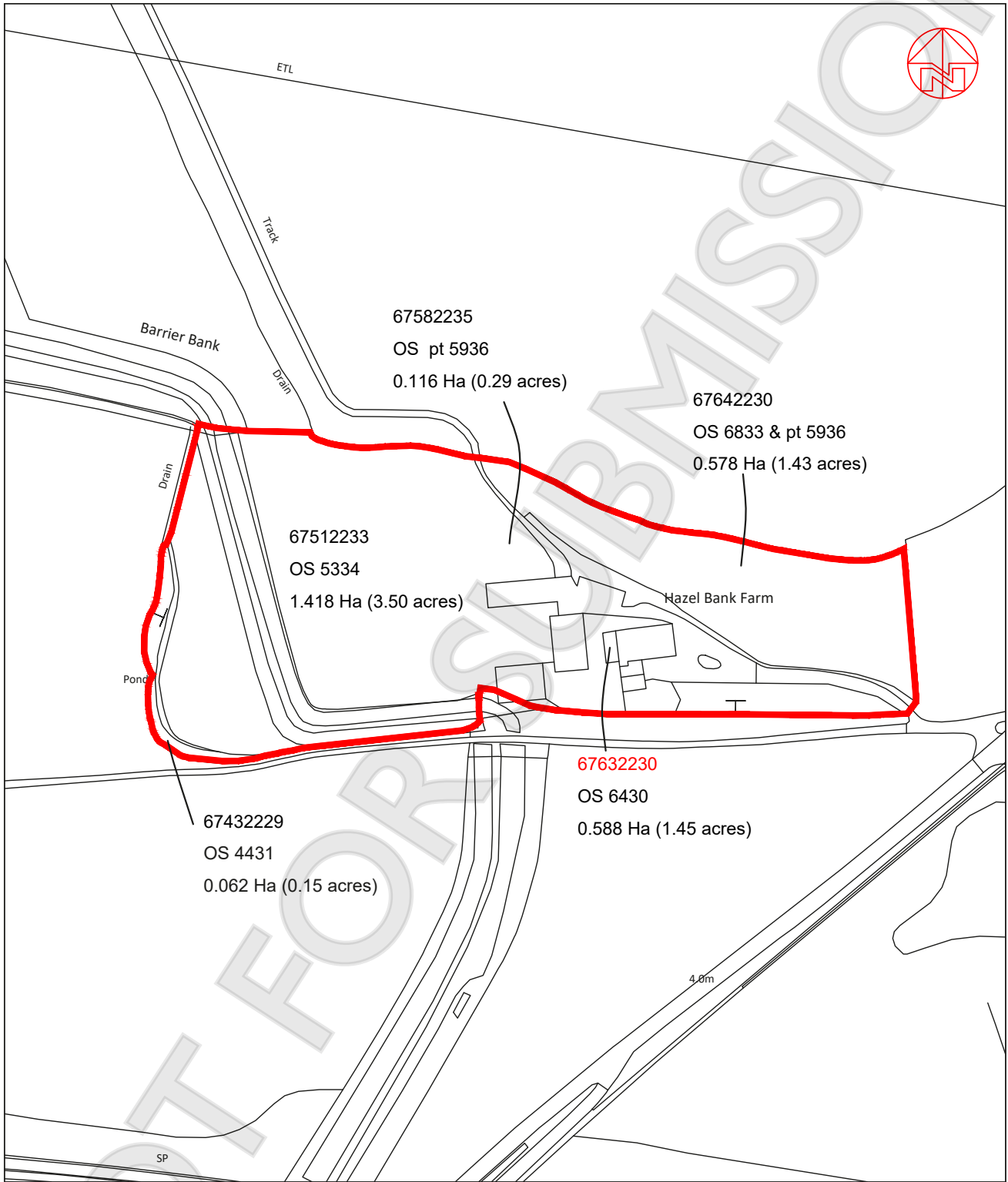
EXTRACT  
SYK 596896



SECTION 5

COPY OF DRAWING NOS. 69362244-103-3 & 69362244-106-3

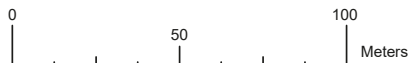
PLAN NOT TO SCALE



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Hazel Bank Farm, Snaith Road, Rawcliffe, Goole  
DN14 8NA.

PLAN 1



EAST RIDING  
OF YORKSHIRE COUNCIL

HEAD OF ASSET STRATEGY

COUNTY HALL, BEVERLEY, EAST YORKSHIRE, HU17 9BA

Tel.No. (01482) 393951

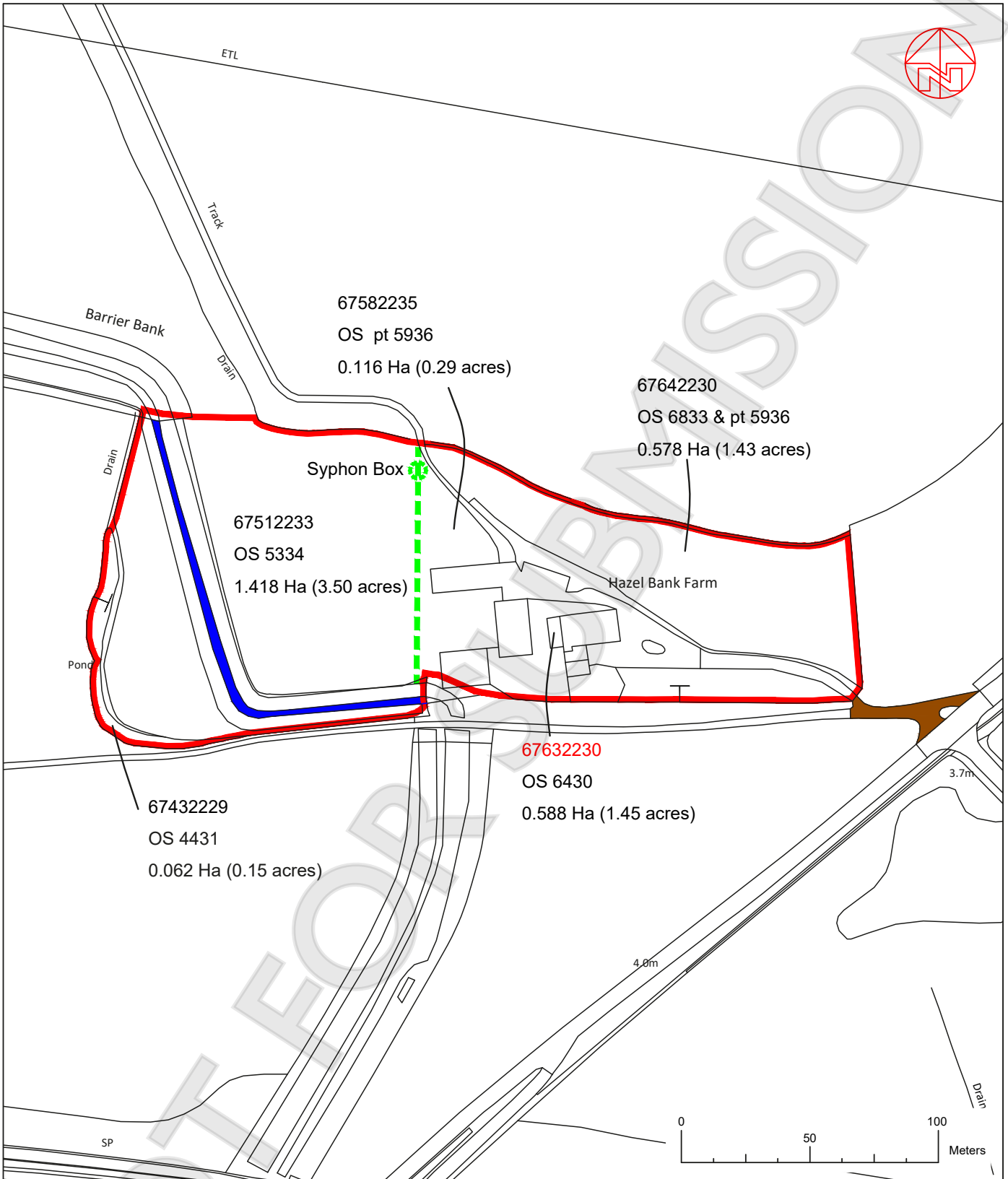
www.eastriding.gov.uk

Planning and Economic Regeneration  
Information retrieved from the Corporate Property Information System.

Scale @A4  
1:2000

Date  
16.06.2022

Property Code/Dwg. No.  
69362244-103-3



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### Hazel Bank Farm, Snaith Road, Rawcliffe, Goole DN14 8NA.

- PLAN 2**
- Hazel Bank Farm
  - Gas Pipeline
  - Hazel Bank Farm Entrance
  - Right of Way



**EAST RIDING**  
OF YORKSHIRE COUNCIL

#### HEAD OF ASSET STRATEGY

COUNTY HALL, BEVERLEY, EAST YORKSHIRE, HU17 9BA  
Tel.No. (01482) 393951  
[www.eastriding.gov.uk](http://www.eastriding.gov.uk)

**Planning and Economic Regeneration**  
Information retrieved from the Corporate Property Information System.

Scale @A4  
1:2000

Date  
16.06.2022

Property Code/Dwg. No.  
**69362244-106-3**



## SECTION 6 THE TENDERING PROCEDURE

1. Tenders must be on the Form of Tender and must be sent or delivered to the Seller's Chief Executive, County Hall, Cross Street, Beverley, East Riding of Yorkshire, HU17 9BA so as to be received by him before 12 noon on Wednesday 7 June 2023 (time being of the essence).
2. The Form of Tender is set out at Section 7 below (comprising two (2) pages) and once completed in full and signed the Tenderer should retain a copy of the Form of Tender for their own records.
3. The Form of Tender must be submitted in a sealed envelope which:-
  - 3.1 must have the Return Label provided at Section 9 to this Tender Document securely affixed to it; and
  - 3.2 must not bear on the outside any name or mark (including a Company's postmark) indicating the sender.
4. If desired, Tenders may be placed by the Tenderer in an envelope sealed in a manner to be determined by the Tenderer, provided that such envelope is then inserted into a further sealed envelope as detailed above.
5. **NO UNAUTHORISED** alteration or addition will be allowed to the Form of Tender, or to any other component of these documents; **if any such alteration is made or if the various components of these documents are not properly completed, or if the Tendering Procedure is not fully complied with in the opinion of the Seller the Tender submitted by the Tenderer may be disqualified from further consideration by the Seller whose decision on the matter is final.**
6. Forms of Tender must be submitted in accordance with these documents. The Tenderer must not make unauthorised changes to the requirements of the Seller. Forms of Tender should not be accompanied by statements that could be construed as rendering the Tender equivocal or placing it on a different footing from other Tenders. The Seller's decision on whether a Tender is acceptable will be final and the Tenderer will not be consulted.
7. Prior to the date for submission of the Tender, the Seller may issue amendments to clarify or modify these documents. A copy of each amendment will be issued to all persons in receipt of these documents and, for the avoidance of doubt, that amendment will become part of these documents.
8. Forms of Tender may be either sent by post or delivered by hand to the Seller's Chief Executive at County Hall, Cross Street, Beverley, East Riding of Yorkshire, HU17 9BA. If delivered by hand Tenders will only be accepted during the Seller's normal office hours, which are 8.30am to 5.30pm Monday to Thursday and 8.30am to 4.30pm Friday at the Council's 'Filing & Despatch Office' in Register Square (situated behind the former Post Office).

9. The Tenderer must complete and sign the Form of Tender.

**9.1 Private Person(s)**

In the case of a private person(s), he or she must complete Form of Tender - A and show his or her forenames or Christian names and his or her surname and address in block capitals. The document should be witnessed by someone who is not related to the Tenderer(s).

**9.2 Partnerships**

In the case of a partnership complete Tender Form - A. The full names and addresses of all partners must be stated and the Form of Tender must be signed by all partners. The document should be witnessed by someone who is not related to the Tenderer(s).

**9.3 Limited Companies**

In the case of a Limited Company, complete Form of Tender - B. The name must be of the Company and include the Company Registration Number. The address must be the address of its Registered Office and the signature must be that of a Director or the Secretary of the Company or some other person authorised to sign on behalf of the Company. If there is no such person authorised to sign, the Tender shall be sealed by the Company or signed by a Director and Company Secretary or two Directors. The document should be witnessed by someone who is not related to the signatory.

10. No Tender received after **12 noon on Wednesday, 7 June 2023 (time being of the essence)** will be considered by the Seller.
11. Acceptance of the Tender shall be in accordance with the Conditions of Sale.
12. The Seller does not undertake to accept the highest or any Tender received in respect of the Property and shall not be liable for the Tenderer's costs in submitting a Tender and may at its discretion accept an offer made other than in accordance with the Tender documentation.
13. The canvassing of any member or officer of the Seller for the acceptance of any Tender will disqualify the Tenderer by or on whose behalf the canvassing is carried out.
14. Any queries with regard to the Tendering Procedure must be clarified with Terri Milner in the Seller's Property and Commercial Law Team telephone 01482 393155 prior to a Tender being submitted.

**SECTION 7**  
**THE FORM OF TENDER - A**  
**(PRIVATE INDIVIDUAL(S) and PARTNERSHIPS)**

This Form of Tender must be submitted in accordance with the Tendering Procedure set out at Section 6 of the Tender Document.

**CLOSING DATE FOR TENDERS:** 12 noon on Wednesday, 7 June 2023 (time being of the essence).

**TENURE:** Freehold with vacant possession on completion.

**I/WE NAME** (Please print clearly) .....

**ADDRESS** .....

.....Postcode .....

having read and understood all parts of the Tender Document relating to the sale and purchase of the Property make an offer to purchase the Property as follows:-

| <b>HAZEL BANK FARM, SNAITH ROAD, GOOLE, DN14 8NA</b> |           |          |       |       |
|--|-----------|----------|-------|-------|
| MILLIONS   | THOUSANDS | HUNDREDS | TENS  | UNITS |
| .....  | .....     | .....    | ..... | ..... |
| Being (Please state offer in words)                  |           |          |       |       |
| .....  |           |          |       |       |
| .....  |           |          |       |       |

**In addition, a further £5,000 as a contribution towards the Seller's Costs will be paid on acceptance of any Tender.**

I/We understand and acknowledge that this Form of Tender, for the purposes of Section 2(2) of the Law of Property (Miscellaneous Provisions) Act 1989, incorporates all the provisions of the Tender Document except the Particulars of Sale and we hereby agree to abide by the Tender Document and undertake, in the event of this Tender being accepted, to pay the Deposit and Seller's Costs within 7 days of the posting of the Seller's acceptance of the Tender (time being of the essence) and to complete the purchase of the Property in accordance with the Conditions of Sale.

**SIGNED** .....

.....  
Authorised Signatory (ies)

In the presence of .....(Sign name)

.....(Clearly print name)

Address .....

.....Postcode .....

Dated this ..... day of .....

**MY/OUR** Solicitors are.....

Address .....

.....Postcode .....

PLEASE DO NOT WRITE BELOW THIS LINE - FOR OFFICIAL USE ONLY

---

**NB. THE EAST RIDING OF YORKSHIRE COUNCIL DOES NOT BIND ITSELF TO ACCEPT THE HIGHEST OR ANY TENDER RECEIVED.**

The East Riding of Yorkshire Council acting by a duly authorised officer agrees to sell the Property to

.....

in accordance with the provisions of the Form of Tender.

Signed .....

Dated .....

NOT FOR SUBMISSION

## THE FORM OF TENDER - B (LIMITED COMPANIES)

This Form of Tender must be submitted in accordance with the Tendering Procedure set out at Section 6 of the Tender Document.

**CLOSING DATE FOR TENDERS:** 12 noon on Wednesday, 7 June 2023 (time being of the essence).

**TENURE:** Freehold with vacant possession on completion. On behalf of:

**COMPANY NAME** (Please print clearly) .....

..... **COMPANY REGISTERED NUMBER:** .....

**REGISTERED OFFICE ADDRESS:** .....

.....

..... Postcode .....

having read and understood all parts of the Tender Document relating to the sale and purchase of the Property make an offer to purchase the Property as follows:-

| <b>HAZEL BANK FARM, SNAITH ROAD, GOOLE, DN14 8NA</b>  |           |          |       |       |
|---|-----------|----------|-------|-------|
| MILLIONS  | THOUSANDS | HUNDREDS | TENS  | UNITS |
| .....   | .....     | .....    | ..... | ..... |
| Being (Please state offer in words)<br>.....<br>..... |           |          |       |       |

**In addition, a further £5,000 as a contribution towards the Seller's Costs will be paid on acceptance of any Tender.**

I/We understand and acknowledge that this Form of Tender, for the purposes of Section 2(2) of the Law of Property (Miscellaneous Provisions) Act 1989, incorporates all the provisions of the Tender Document except the Particulars of Sale and we hereby agree to abide by the Tender Document and undertake, in the event of this Tender being accepted, to pay the Deposit and Seller's Costs within 7 days of the posting of the Seller's acceptance of the Tender (time being of the essence) and to complete the purchase of the Property in accordance with the Conditions of Sale.

**SIGNED** .....

(Tenderer's signature)

In the presence of .....(Sign name)

.....(Clearly print name)

Address .....

..... Postcode .....

Dated this ..... day of .....

**MY/OUR** Solicitors are.....

Address .....

..... Postcode .....

**PLEASE DO NOT WRITE BELOW THIS LINE - FOR OFFICIAL USE ONLY**

---

**NB. THE EAST RIDING OF YORKSHIRE COUNCIL DOES NOT BIND ITSELF TO ACCEPT THE HIGHEST OR ANY TENDER RECEIVED.**

The East Riding of Yorkshire Council acting by a duly authorised officer agrees to sell the Property to

.....

in accordance with the provisions of the Form of Tender.

Signed .....

Dated .....

NOT FOR SUBMISSION

**SECTION 8  
THE FORM OF INDEMNITY**

Our ref: ALF/33856

Your ref:

To: Valuation and Estates,  
Economic Development  
County Hall  
Beverley  
HU17 9BA

**HAZEL BANK FARM, SNAITH ROAD, RAWCLIFFE, GOOLE,  
DN14 8NA**

**IN CONSIDERATION** of The East Riding of Yorkshire Council ("the Seller") permitting

.....  
("the Licensee") and his servants or agents to enter upon property known as HAZEL BANK FARM, SNAITH ROAD, RAWCLIFFE, GOOLE, DN14 8NA as shown on drawing number 69362244-103-3 for the purpose of the site investigations or survey and trial pits, the Licensee agrees and undertakes:

- (a) To indemnify the Seller, its agents, servants or employees from and against all liabilities for any personal injury (whether fatal or otherwise) and loss of or damage to the Property and any loss or damage arising directly from any negligence on the part of the Licensee, his agents, servants or employees in the course of such site investigations and survey and digging trial pits to the extent that such liability arises from any such negligence.
- (b) To provide Public Liability Insurance in respect of the matters referred to in condition (a) above which insurance shall be in the sum of £2 million in respect of any one claim and if required by the Seller to produce to the Seller a copy of such policy together with a copy of the receipt for the current premium paid.
- (c) To reinstate the Property to the satisfaction of the Seller following the completion of the site investigations and survey.
- (d) That the Seller may withdraw this permission forthwith upon written notice to the Licensee.
- (e) The agreed date of entry is from the date of postmark.

**Dated this** .....<sup>th</sup> day of ..... 2023

**Signed:** .....

**Print:** .....

**SECTION 9  
ADDRESS LABEL**

In order to submit a bid, you must print and complete Section 7 (two pages) and return both pages in an A4 brown envelope.

The outside of the envelope must be blank other than affixing the label on the page below.

Please cut this page in half, affix the top half to the outside of your envelope and discard the bottom half.

See below:

NOT FOR SUBMISSION





.....  
CLOSING DATE: 12 NOON WEDNESDAY, 7 JUNE 2023

**IMPORTANT NOTE TO DESPATCH - DO NOT OPEN THIS ENVELOPE**

Received on.....2023 at .....am/pm by.....

To:  
The Chief Executive  
East Riding of Yorkshire Council  
County Hall  
Cross Street  
Beverley  
East Riding of Yorkshire  
HU17 9BA

.....  
(Cut here and affix to the front of an A4 brown envelope)



NOT FOR SUBMISSION