

Title Number : LA78859

This title is dealt with by Land Registry, Fyde Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete. Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he suffers loss by reason of a mistake in an official copy. This extract shows information current on 19 AUG 2009 at 22:11:59 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: LA78859
Address of Property	: land and buildings on the south-east side of Brookburn Road.
Price Stated	: Not Available
Registered Owner(s)	: WEST DIDSBOURN ASSOCIATION FOOTBALL CLUB LIMITED (Co. Regn. No. 3112900) of 2 Parsonage Road, Manchester, M20 4PA.
Lender(s)	: KEITH JAMES COOK JOHN KEITH WALLIS ALAN FITCHETT LIONEL MARTIN THE FOOTBALL ASSOCIATION LIMITED

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 17 AUG 2009 at 22:11:59. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the Land Registry web site explains how to do this.

### A: Property Register

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

GREATER MANCHESTER : MANCHESTER

- 1 (18.01.1966) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land and buildings on the south-east side of Brookburn Road.
- 2 The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 4 (06.06.1997) Notice entered in pursuance of rule 254 of the Land Registration Rules 1925 on 6 June 1997 that the registered proprietor claims that the land in this title has the benefit of a right of way over the accessway leading from the north western boundary of the land into Brookburn Road.

### 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 (06.06.1997) Proprietor: WEST DIDSURY ASSOCIATION FOOTBALL CLUB LIMITED (Co. Regn. No. 3312960) of 2 Parsonage Road, Manchester, M20 4PR.

### C: Charges Register

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

- 1 A Conveyance of the land in this title and other land dated 6 July 1912 made between (1) George William Lloyd (2) Henry John Greame Lloyd and (3) Chorltonville Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 The part of the land affected thereby is subject to the following right granted by a Conveyance of part of the land in this title dated 22 February 1955 made between (1) Herbert Frank Dawson (Vendor) and (2) Arthur Samuel Grace, Percy Robert Greenland Gaves, Arthur Churchill Price and John Thomas Gaunt (Purchasers)

TOGETHER ALSO with full right and liberty for the Purchasers and their successors in title the owners or occupiers of the said property and their undertenants servants licensees and invitees in common with the Vendor and his successors in title the owners and occupiers for the time being of the adjoining property of the

### C: Charges Register continued

Vendor at all times hereafter to go pass and repass along over and upon the path way six feet wide delineated on the said plan and thereon coloured yellow.

NOTE :- The land coloured yellow on the Conveyance plan is hatched blue on the filed plan.

- 3 The parts of the land affected thereby are subject to the following rights granted by a Conveyance of adjoining land dated 26 February 1958 made between (1) Norman Barritt, Charles William Allen and Victor Allen Bell (Vendors) and (2) Salford Roman Catholic Diocesan Trustees Registered (Purchasers):-

\*TOGETHER WITH a right of way for the Purchasers and the successors in title and assigns of the Purchasers the owners and occupiers for the time being of the premises hereby conveyed in common with the Vendors and their successors in title owners and occupiers for the time being of the adjoining premises of the Vendors.

(a) withor without motor cars and other vehicles over such part of the pathway shown coloured yellow on the said plan as lies between Brookburn Road aforesaid and the point marked "A" on the said plan and

(b) on foot only over such part of the said pathway coloured yellow on the said plan as lies between the points marked "A" and "D" and the points marked "D" and "E" on the said plan the Purchasers in each case paying a fair proportion of the cost of maintaining the said pathway.

NOTE :- The parts of the land in the title falling within the land coloured yellow on the conveyance plan are hatched blue and hatched brown on the filed plan and the points A, D and E referred to are reproduced thereon.

- 4 A Conveyance of the land in this title dated 10 March 1966 made between (1) Norman Barritt, Charles William Allen and Victor Allen Bell (Vendors) and (2) Lawrence Gidfield James Trevor Brundritt and Arthur Waddington (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 5 (06.06.1997) A Transfer of the land in this title and other land dated 15 May 1997 made between (1) Keith James Cooke and others and (2) West Didsbury Association Football Club Limited contains provisions which relate to the payment of additional moneys as therein mentioned.

NOTE: Original Transfer filed under LA75700

- 6 (06.06.1997) REGISTERED CHARGE dated 15 May 1997 affecting also title LA75700 to secure the moneys therein mentioned.

NOTE:- This charge is postponed in priority to that dated 14 January 1998 referred to below.

- 7 (06.06.1997) Proprietor: KEITH JAMES COOK of 9 Lincoln Road, Fallowfield, Manchester M14 6QN, JOHN KEITH WALLIS of Alston, Merryman's Lane, Warford, Wilmslow, Cheshire, ALAN FITCHETT of 16 Henbury Avenue, Burnage, Manchester and LIONEL MARTIN of 409 Middleton Road, Rhodes, Middleton, Manchester.

- 8 (03.01.1998) REGISTERED CHARGE dated 14 January 1998 affecting also title LA75700 to secure the moneys therein mentioned.

NOTE:- This charge has priority to that dated 15 May 1997 referred to above.

- 9 (03.03.1998) Proprietor: THE FOOTBALL ASSOCIATION LIMITED (Co. Regn. No. 77797) of 16 Lancaster Gate, London W2 3LW.

### Schedule of restrictive covenants

### Schedule of restrictive covenants continued

- 1 The following are details of the covenants contained in the Conveyance dated 6 July 1912 referred to in the Charges Register:-

\*And the Company hereby covenants with the Vendors jointly and also with each of them severally to the intent that the burden of this covenant shall run with and bind the owner or owners for the time being of the plot of land and premises thereby conveyed and that the benefit thereof shall accrue in favour of the Vendors their heirs and assigns that no dwellinghouse shall be erected maintained or continued upon the plot of land hereby conveyed which with the outbuildings thereto belonging shall at the time of erection be of less clear yearly letting value than £12 and that no dwellinghouse to be erected on the said plot of land shall be afterwards converted into two or more dwellinghouses so that the clear yearly letting value of any of the last mentioned dwellinghouses when separately let shall be less than £12 and that the Company will at all times hereafter keep open and free from obstruction the part hereby conveyed of Altamont Road mentioned in the said First Schedule and will when required by the Vendors permit the said road to be dedicated as a public road and in the meantime will permit the said road to be used by the owners and occupiers for the time being of the land now or formerly belonging to the Vendors abutting upon or adjoining such road and the buildings for the time being erected thereon for all purposes connected with the use and enjoyment of the same lands and buildings and that the Company will at their own expense and at such times within such periods in such manner and at such levels (but not so as to infringe or contravene any bye-law or regulation of the local sanitary authority for the time being in force in respect of streets roads and passages) as the Vendors or their agents or surveyors shall in writing direct make pave flag sewer and drain the said part hereby conveyed of the said road and at all times after such part shall have been made paved flagged sewered and drained as long as the said road shall not have become legally repairable as a public highway keep the same in good repair and that the Company will repay to the Vendors all expenses incurred by them in making paving flagging sewerage or draining the said part hereby conveyed of the said road or in keeping the same in good repair that the Company will repay to the Vendors all expenses incurred by them in making paving flagging sewerage or draining the said part hereby conveyed of the said road or in keeping the same in good repair all which may be done by the Vendors in case of default made by the Company in performance of the covenant in that behalf hereinbefore contained or at the option of the Vendors in lieu of requiring the performance of such covenant by the Company and that the Company will not carry on or do or permit or suffer to be carried on or done upon the plot of land hereby conveyed or on any building for the time being thereon any offensive noisy dangerous illegal or immoral trade business or manufacture or occupation or the sale of intoxicating liquors or any other act matter or thing which may be deemed a public or private nuisance or a damage annoyance or inconvenience to the Vendors their heirs and assigns or to any occupier of land or buildings in the neighbourhood of the plot of land hereby conveyed.\*

NOTE :- Altamont Road referred to in clause 2 above now known as Brookburn Road.

- 2 The following are details of the covenants contained in the Conveyance dated 10 March 1966 referred to in the Charges Register:-

\*THE Purchasers hereby jointly and severally further covenant with the Vendors that the plot of land hereby conveyed shall not be used for the manufacture distribution sale or supply of intoxicating liquors nor for any purpose in connection with the organisation or practise of gambling or any of its forms nor as a public dance hall.\*

End of register

