

**Planning Reference: 2023/92448**

I refer to the above matter and thank you for your letter of 14<sup>th</sup> June 2024.

I do wish to place on record my own comments on the Application **2023/92448**.

I submit the following points; and I would want the Applicant to have sight of the title documents and to comment. Clearly there exists a high probability that the proposed development might lead to significant adverse consequences, affecting my own property and my access and parking rights.

To assist consideration by the Planning officers I submit the following:-

1. I attach a copy of the land register for 2 Sewage Works Cottages – **WYK572084**. You will see that the property is held subject to the rights and reservations referred to in the registers of Title number WYK550834, i.e. of 1 Sewage Works Cottages. **WYK550834** is the 'old' title number for the entire land & buildings. It was from **WYK550834** which my own home at No 2 Dumb Steeple was 'transferred out' and which I myself purchase.
2. Officers will be aware, as will the Applicant, that Land Law principles provide that 'rights and reservations' affecting property do "**run with the land**", such that myself and any future owners of my property will hold that property **subject to** the rights etc. I would request that the Applicant comment on these considerations.
3. I have noted the terms and effect of certain past Conveyances of the land, with associated title Plans referred to in the following attached documents:-
  1. **Transfer deed of 13.04.1995** - relating to WYK550834. This deed contains a plan with green-shaded area. The green shaded area denoted the land upon which I have the right to park 2 vehicles (see the Fourth Schedule, Clause 4).
  2. **Transfer Deed of 31 March 1994** this is the earlier Transfer Deed, which amongst other things does set out the general access area. See in particular the Fifth Schedule, Part 1, which sets out matters affecting the land, and in particular the brown shaded land at the entrance/exit area.

I would be grateful if the relevant Planning Officer could please acknowledge receipt of this email, with attachments.

Yours sincerely,



# Official copy of register of title

Title number WYK572084

Edition date 06.03.2014

- This official copy shows the entries on the register of title on 30 NOV 2023 at 16:43:10.
- 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 30 Nov 2023.
- 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, Nottingham Office.

## A: Property Register

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

WEST YORKSHIRE : KIRKLEES

- 1 (12.05.1994) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 2 Sewage Works Cottages, Dumb Steeple, Leeds Road, Mirfield, (WF14 0BT).
- 2 (12.05.1994) The land has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 31 March 1994 referred to in the Charges Register.
- 3 (12.05.1994) The Conveyance dated 31 March 1994 referred to in the Charges Register contains provisions as to light or air and other matters.
- 4 (29.06.1995) The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the land in this title dated 31 May 1995 made between (1) Yorkshire Water Estates Limited and

*NOTE: Original filed.*

- 5 (29.06.1995) The Transfer dated 31 May 1995 referred to above contains provisions as to light or air and boundary structures.

## 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 (26.08.2011) PROPRIETOR: \_\_\_\_\_ of 2 Sewage Works Cottages, Dumb Steeple, Leeds Road, Mirfield WF14 0BT.
- 2 (26.08.2011) The price stated to have been paid on 9 August 2011 was £95,000.
- 3 (26.08.2011) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

Title number WYK572084

## C: Charges Register

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

- 1 (12.05.1994) A Conveyance of the land in this title and other land dated 1 June 1905 made between (1) Sir George John Armytage (Vendor) and (2) The Mayor Aldermen and Burgesses of the Borough of Huddersfield (Corporation) contains restrictive covenants.

*NOTE: Copy filed under WYK550834.*

- 2 (12.05.1994) The land is subject to the rights reserved by the Conveyance dated 1 June 1905 referred to above.

- 3 (12.05.1994) A Conveyance of the land in this title and other land dated 31 March 1994 made between (1) Yorkshire Water Services Limited (Seller) and (2) Y W Enterprises Limited (Buyer) contains restrictive covenants.

*NOTE: Original filed under WYK550834.*

End of register

**These are the notes referred to on the following official copy**

Title Number WYK550834

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

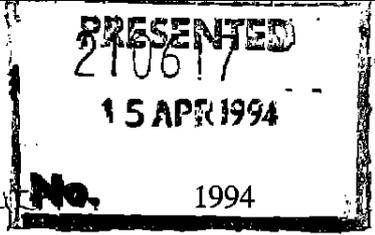
Please note that this is the only official copy we will issue. We will not issue a paper official copy.



SEQ237



WYK550834



THIS CONVEYANCE is made 31st day of March No. 1994

BETWEEN (1) YORKSHIRE WATER SERVICES LIMITED whose Registered Office is at 2 The Embankment Sovereign Street Leeds LS1 4BG ("the Seller") and

(2) YW ENTERPRISES LIMITED whose Registered Office is at 2 The Embankment Sovereign Street Leeds LS1 4BG ("the Buyer")



1. The Seller acknowledges the receipt from the Buyer of £13,000 the purchase price of the Property described in the First Schedule ("the Property") and as beneficial owner conveys to the Buyer its freehold estate in the Property SUBJECT to the matters contained or referred to in the document listed in Part II of the Fifth Schedule

2. It is agreed that the provisions of the Second Schedule shall have effect

3. The rights set out in the Third Schedule are included in this Conveyance

4. The rights set out in the Fourth Schedule are excepted from this Conveyance

5. The Buyer for itself and its successors in title covenants with the Seller as follows:-

(i) for the benefit of the whole or any parts of the adjoining or neighbouring property of the Seller and so as to bind the Property to observe and perform the covenants set out in Part I of the Fifth Schedule

(ii) by way of indemnity only to observe and perform the covenants set out or referred to in the document listed in Part II of the Fifth Schedule and to indemnify the Seller against any liability resulting from their breach

or non-observance

6. The Seller acknowledges the right of the Buyer to the production of the document specified in the Sixth Schedule and to the supply of copies and undertakes with the Buyer to keep the original documents safe

IN WITNESS whereof the parties hereto have executed this Deed the day and year first herein before written

THE FIRST SCHEDULE

(Particulars of the Property)

ALL THAT property situate at and known as Nos. 1 & 2 Sewage Works Cottages Dumb Steeple Mirfield West Yorkshire All which said property is shown for the purposes of identification only edged in red on the attached plan

THE SECOND SCHEDULE

(Agreements and Declarations)

- (a) Except in the First Schedule the expression "the Property" includes any part of the Property
- (b) Except as herein otherwise provided and subject to any subsisting and enforceable agreement to the contrary all service media and party structures now used or intended to be used in common by the owners and occupiers for the time being of the Property and of any adjoining or neighbouring properties shall continue to be so used and shall be repaired and maintained at the fair and proportionate expense of the owners of the properties entitled to use them
- (c) The Buyer shall not be entitled to any right of light or air over any adjoining or neighbouring property now belonging to the Seller and the Seller shall be

entitled to build on it up to the boundary of the Property

- (d) Except as expressly herein granted no rights of way over any adjoining or neighbouring property now belonging to the Seller shall be implied in favour of the Buyer by virtue of section 62 of the Law of Property Act 1925
- (e) 80 years from the date of this Conveyance shall be the perpetuity period in respect of any grant or reservation of a right in it

### THE THIRD SCHEDULE

#### (Rights granted to the Buyer)

1. The right to use the existing drains channels gutters sewers pipes watercourses cables wires chimney stacks and flues in over or under the Seller's adjoining or neighbouring properties and to enter any part of that land to inspect test repair or renew them after giving reasonable notice to the Seller of its intention to exercise this right and making good to the reasonable satisfaction of the Seller any damage so caused
2. Full right and liberty for the Buyer and its successors in title the owners or occupiers for the time being of the Property and its or their respective servants and licensees (in common with the Seller and all other persons having the like right) at all times to pass and repass with or without vehicles over and along the way shown for the purpose of identification only coloured brown on the said plan ("the way") for all purposes connected with the use and enjoyment of the Property but not for any other purpose whatsoever PROVIDED THAT the Buyer and its successors in title will from time to time contribute a fair proportion according to user of the costs of maintaining the way in a good and sufficient state of repair such proportion to be ascertained in case of difference

by a single arbitrator appointed under the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force

THE FOURTH SCHEDULE

(Rights excepted)

- A. Rights in favour of the Seller excepted from this Conveyance:-
1. The right to use all existing drains channels gutters sewers septic tanks pipes watercourses cables wires chimney stacks and flues and those which within the perpetuity period are in through under or over the Property and for that purpose and for the purposes of inspecting testing repairing or renewing them to enter upon the Property after giving reasonable notice to the Buyer and making good to the reasonable satisfaction of the Buyer any damage so caused
  2. During the perpetuity period the right to enter upon the Property to lay pipes wires and cables for the passage of water soil electricity television and radio signals and gas in through under or over the Property to serve any part or parts of the Seller's adjoining or neighbouring property after giving reasonable notice to the Buyer and making good any damage which may be so caused
  3. All easements quasi-easements and rights now or previously enjoyed by the adjoining or neighbouring properties now belonging to the Seller over or in respect of the Property and which would be implied by statute or by reason of severance in favour of a purchaser of those adjoining or neighbouring properties if they had been conveyed to such purchaser and the Property had been retained by the Seller
- B. To the Seller as owner of the adjoining land now used and intended to be used wholly or in part for the purposes of sewage treatment plant the right to the

unimpeded discharge and flow from such land and plant (whether as at present constructed or as extended altered or rebuilt) of gases vapours fumes smells and other effluvia onto or over the Property whether or not such discharge and flow would apart from this reservation constitute a private nuisance to the owners or occupiers of the Property

#### THE FIFTH SCHEDULE

##### PART I

(Covenants on the part of the Buyer)

1. To maintain and keep in repair at the Buyer's own expense the boundary walls fences or hedges marked with a "T" inwards on the plan annexed
2. To cleanse and keep in good repair to the satisfaction of the Seller the drains and private sewers serving the Property paying a fair proportion in common with other users of the expense of so doing
3. Not to park any vehicles on or obstruct in any way the land shown coloured in brown on the said plan

##### PART II

(Matters subject to which the property is sold)

All those exceptions reservations covenants and other matters contained mentioned or referred to in an Indenture of Conveyance dated 1 June 1905 and made between Sir George John Armitage (1) and The Mayor Aldermen and Burgesses of the Borough of Huddersfield (2)

THE SIXTH SCHEDULE

(Schedule of Documents)

<u>Date</u>	<u>Documents</u>	<u>Parties</u>
1 June 1905	Conveyance	Sir George John Armitage (1) The Mayor Aldermen and Burgesses of the Borough of Huddersfield (2)

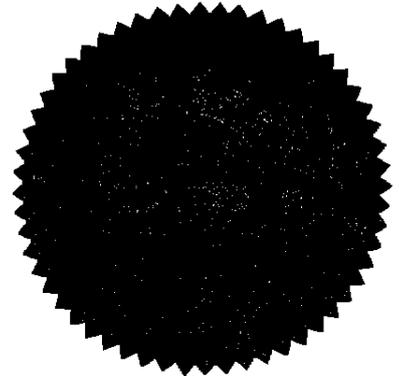
The COMMON SEAL of YORKSHIRE )  
WATER SERVICES LIMITED was )  
hereunto affixed in the presence of:- )



✓ Authorised signatory

✗ Authorised signatory

The COMMON SEAL of YW )  
ENTERPRISES LIMITED was )  
hereunto affixed in the presence of:- )



Authorised signatory

Authorised signatory

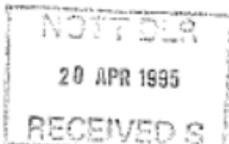
**These are the notes referred to on the following official copy**

Title Number WYK550834

The electronic official copy of the document follows this message.

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Please note that this is the only official copy we will issue. We will not issue a paper official copy.



WYK 568781

HM LAND REGISTRYLAND REGISTRATION ACTS 1925 TO 1988

## TRANSFER OF PART

COUNTY AND DISTRICT: WEST YORKSHIRE KIRKLEES

TITLE NUMBER: WYK 550834

PROPERTY: Nos 1 & 2 Sewage Works Cottages Dumb Steeple  
Mirfield

DATE: 13 April 1995

1. In consideration of £20,000.00 (the receipt whereof is hereby acknowledged) Yorkshire Water Estates Limited whose Registered Office is at 2 The Embankment Sovereign Street Leeds LS1 4BG ("the Seller") as beneficial owner hereby transfer to \_\_\_\_\_ of Rose Cottage Leeds Road Mirfield WF14 0BT ("the Buyers") the Property described in the First Schedule ("the Property") subject to the matters referred to in the Property and Charges Register of Title Number WYK 550834
2. <sup>1/2</sup> It is agreed that the provisions of the Second Schedule shall have effect F
3. <sup>CE</sup> The right set out in the Third Schedule is included in the Transfer
4. The rights set out in the Fourth Schedule are excepted from this Transfer D
5. The right for the Seller to repurchase the Property set out in the Fifth Schedule shall have effect
6. The Buyers for themselves and their successors in title covenant jointly and severally with the Seller by way of indemnity only to observe and perform the covenants set out or referred to in the Charges Register of Title Number WYK 550834 and to indemnify the Seller against any liability resulting from their breach non-observance or non-performance



7. It is certified that this transaction 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 £60,000

IN WITNESS whereof the parties hereto have executed this Deed the day and year first herein before written

THE FIRST SCHEDULE

(Particulars of the Property)

ALL THAT property situate at and known as Rose Cottage No.1 Sewage Works Cottages Dumb Steeple Mirfield ALL which said property is shown for the purposes of identification only edged in red on the attached plan

K THE SECOND SCHEDULE

(Agreements and Declarations) L

- (a) Except in the First Schedule the expression "the Property" includes any part of the Property
- M (b) Except as herein otherwise provided and subject to any subsisting and enforceable agreement to the contrary all service media and party structures now used or intended to be used in common by the owners and occupiers for the time being of the Property and of any adjoining or neighbouring properties shall continue to be so used and shall be repaired and maintained at the fair and proportionate expense of the owners of the properties entitled to use them N
- (c) The Buyer shall not be entitled to any right of light or air over any adjoining or neighbouring property now belonging to the Seller and the Seller shall be entitled to build on it up to the boundary of the Property

- (d) Except as expressly herein granted no rights of way over any adjoining or neighbouring property now belonging to the Seller shall be implied in favour of the Buyer by virtue of section 62 of the Law of Property Act 1925
- (e) 80 years from the date of this Transfer shall be the perpetuity period in respect of any grant or reservation of a right in it

THE THIRD SCHEDULE  
(Rights granted to the Buyers)

1. The right to use the existing drains channels gutters sewers pipes watercourses cables wires chimney stacks and flues in over or under the Seller's adjoining or neighbouring properties and to enter any part of that land to inspect test repair or renew them after giving reasonable notice to the Seller of his intention to exercise this right and making good to the reasonable satisfaction of the Seller any damage so caused
2. Full right and liberty for the Buyers and their successors in title the owners or occupiers for the time being of the Property and its or their respective servants and licensees (in common with the Seller and all other persons having the like right) at all times to pass and repass with or without vehicles over and along the way shown for the purpose of identification only coloured brown on the said plan ("the way") for all purposes connected with use and enjoyment of the Property but not for any other purpose whatsoever PROVIDED THAT the Buyers and their successors in title will from time to time contribute a fair proportion according to user of the costs of maintaining the way in a good and sufficient state of repair such proportion to be ascertained in case of difference by a single arbitrator appointed under the Arbitration Acts 1950 and 1979 or

any statutory modification or re-enactment thereof for the time being in force

G [ THE FOURTH SCHEDULE

(Rights excepted)

Rights in favour of the Seller are excepted from this Transfer:-

1. The right to use all existing drains channels gutters sewers pipes watercourses cables wires chimney stacks and flues and those which within the perpetuity period are in through under or over the Property and for that purpose and for the purposes of inspecting testing repairing or renewing them to enter upon the Property after giving reasonable notice to the Buyers and making good to the reasonable satisfaction of the Buyers any damage so caused
2. During the perpetuity period the right to enter upon the Property to lay pipes wires and cables for the passage of water soil electricity television and radio signals and gas in through under or over the Property to serve any part or parts of the Seller's adjoining or neighbouring property after giving reasonable notice to the Buyers and making good any damage which may be so caused
3. All easements quasi-easements and rights now or previously enjoyed by the adjoining or neighbouring properties now belonging to the Seller over or in respect of the Property and which would be implied by statute or by reason of severance in favour of a purchaser of those adjoining or neighbouring properties if they had been transferred to such purchaser and the Property had been retained by the Seller
4. Full right and liberty for the Seller and its successors in title the owners or occupiers for the time being of No.2 Sewage Works Cottages to park a maximum of two vehicles on the land shown coloured in green on the said plan

("the green-land") PROVIDED THAT the Seller and its successors in title will from time to time contribute a fair proportion according to user of the cost of maintaining the green land in a good and sufficient state of repair such proportion to be ascertained in case of difference by a single arbitrator appointed under the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force

THE FIFTH SCHEDULE

1. (a) The Buyers grant the Seller an option for the period of five years from the date of this Transfer to repurchase the Property on the terms and conditions set out in paragraph 3 of this Schedule ("the repurchase terms") but the Seller shall not exercise the option so long as the Buyers reside in the Property and have not sold it
- (b) The Seller may exercise the option by signing the annexed agreement and sending it to the Buyers by Recorded Delivery
- (c) The option to purchase shall be deemed to be accepted on the date the Seller sends the annexed agreement duly signed to the Buyers by Recorded Delivery in accordance with sub-clause (b) above
2. (a) The Buyers covenant jointly and severally with the Seller that if within the five year period they wish to sell the Property they shall offer it to the Seller in writing on the repurchase terms and that offer shall remain open for two months from the date it is made and shall be irrevocable for that period
- (b) The Seller may accept the offer by signing and returning it within the two month period to the Buyers

- (c) At the end of the two month period or if that offer shall be unconditionally declined by the Seller in writing the option shall lapse and the Buyers may sell the Property as they think fit
- (d) An offer under this clause shall be sent by recorded delivery service addressed to the Head of Legal Services of the Seller at its Registered Office or such other address as it may notify to the Buyers in writing at any time
- (e) Any notice demand or consent to be issued by the Seller will be deemed to have been properly communicated to the Buyer if it is posted to them by recorded delivery at the Property
- (f) For the avoidance of doubt it is agreed that any communication or purported offer to the Seller shall be treated as an informal enquiry only as to the rights and duties of the parties under this Transfer and shall not start time running against the Seller unless it is unconditional and is expressed to be an offer under Clause 5 of this Transfer
- (g) Until the end of the five year period the Buyers covenant jointly and severally with the Seller that they will not sell or dispose of any estate or interest in all or part of the Property unless and until an offer has been made in accordance with this clause and has lapsed PROVIDED THAT this sub-clause (g) shall not operate to prevent the Buyers from mortgaging the Property
- (h) The Buyers shall join with the Seller in applying to the Chief Land Registrar for an entry on the Register that <sup>is</sup> no dealing with the Property or any part of it shall be registered unless the applicant for registration

produces a certificate signed by the Seller that the covenants in this clause have been performed or the Registrar otherwise orders B

3. The re-sale to the Seller shall be made on the following terms and conditions:-

- (a) The price to be paid by the Seller for the Property shall be two-thirds of its open market value (with any improvements additions and dilapidations since the date of this Transfer) at the date of any notice given by the Seller in accordance with paragraph 1 of this Schedule or the date of acceptance by the Seller of any offer made by the Buyers in accordance with sub-paragraph (a) of paragraph 2 of this Schedule as the case may be
- (b) The open market value of the Property for the purposes of sub-paragraph (a) of this paragraph shall be as agreed upon between the Seller and the Buyers or in default of such agreement within two months of the date of the receipt by the Buyers of the signed agreement referred to in paragraph 1 of this Schedule or the date of acceptance by the Seller of any offer made by the Buyer in accordance with sub-paragraph (a) of paragraph 2 of this Schedule (as the case may be) or such longer period as may be agreed in writing by the Seller and the Buyers as determined by an independent surveyor to be appointed for that purpose by the Seller and the Buyers jointly or failing agreement by an independent Surveyor appointed by the President for the time being of the Royal Institute of Chartered Surveyors
- (c) No deposit shall be paid by the Seller
- (d) The re-sale shall be completed and the amount of the purchase money

shall be paid within one month of the date upon which the value of the Property for the purposes of sub-paragraph (a) of this paragraph is agreed and determined in accordance with sub-paragraph (b) of this paragraph

- (e) (i) This Agreement incorporates the Standard Conditions of Sale (Second Edition) ("the Conditions") a copy of which is annexed hereto and where there is any conflict between the Conditions and this Agreement this Agreement shall prevail
  - (ii) Where the context so admits terms used or defined in this Agreement have the same meaning when used in the Conditions
4. (a) For all purposes connected with the exercise of the option or the right of pre-emption time shall be of the essence of the contract
- (b) In this clause the word "sell" includes the making of any sale or lease of the Property or any interest in it and any agreement under which another person is entitled to acquire the Property or any interest in it but excludes the mortgaging of it and the word "sold" shall be similarly construed and for the avoidance of doubt it is agreed that it shall be a breach of this clause if the Buyers shall within the five year period enter into an agreement whether conditional or unconditional for the sale lease letting licensing or otherwise parting with possession of the Property after the expiry of the five year period without first offering it to the Seller in accordance with this Schedule
- (c) The provision of this Schedule shall not apply in the event of the TSB Bank Plc or such other mortgagee from time to time of the

Property exercising its power of sale as mortgagee in possession

The COMMON SEAL of YORKSHIRE )  
WATER ESTATES LIMITED was )  
affixed in the presence of:- )



Authorised signatory

Authorised signatory

SIGNED and DELIVERED by )

X

X

By this agreement ("the Buyer") agrees to sell  
the Property described in clause 1 and the First Schedule of a Transfer ("the  
Transfer") dated the            day of            19    between Yorkshire Water Estates  
Limited (1) and the BuyerS (2) on the terms and subject to the provisions of the Fifth  
Schedule of the Transfer which are incorporated in this agreement

SIGNED .....

*Leave Blank*

The Buyers

AND (The Seller)

agrees to buy the Property on the above terms

Date of signature of acceptance

SIGNED .....

*Leave Blank*

NAME AND ADDRESS

WYK 568781

Reproduced from or based upon the Ordnance Survey map with the sanction of the Controller of H.M. Stationery office  
CROWN COPYRIGHT RESERVED

*Whitfield Hallam Goodall  
for the Buyers.*

Stubbin's Plantation

Dumb Steeple  
Obelisk

LEEDS ROAD

A 644

COOPER BRIDGE ROAD

BM  
52.04m

Cooper Bridge  
Sewage Works

Cooper Bridge Sewage Works

H137

H M LAND REGISTRY

Title No. ....  
COPY (liable to distortion in scale)  
of plan to .....  
dated .....

6/00



**Yorkshire Water  
Estates**

The Coach House, 184 Orley Road, Leeds LS16 3PR. Tel: (01532) 304646. Fax: (01532) 789273

project title

**NO'S 1 & 2 SEWAGE WORKS COTTAGES,  
DUMB STEEPLE, MIRFIELD.**

scale

1:1250

date

FEB 1994

drawn by

LMT

grid ref.

SE:178 210

**ww**enterprises