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Official copy of register of title

Title number ESX22536

Edition date 22.07.2015

- This official copy shows the entries on the register of title on 11 FEB 2020 at 09:30:32.
- 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 11 Feb 2020.
- 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, Coventry Office.

A: Property Register

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

EAST SUSSEX : LEWES

- 1 (30.11.1966) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land and buildings lying to the east of Valebridge Road, Burgess Hill, Lewes.
- 2 The land has the benefit of a right of way over the land tinted brown on the title plan.
- 3 A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 4 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.
- 5 The extent of the land edged and numbered ESX31728 in green on the title plan has been amended.
- 6 The land in this title has the benefit of the rights granted by a Deed dated 31 December 1979 made between (1) Kenneth Stuart and (2) I Ross (Estates) Limited relating to the surface water drainage system in the locality of 2 Chichester Way.

NOTE:-Copy filed.

- 7 The land has the benefit of the following rights reserved by the Transfer dated 14 September 1984 referred to in the Charges Register:-

"EXCEPT AND RESERVING to the Vendor

(a) The right to enter upon the land coloured blue on the said plan at any time with or without men plant and machinery within eighty years of the date hereof (which shall be the perpetuity period applicable hereto) and therein at the Vendor's own expense to construct and lay drains channels sewers pipes wires cables watercourses and gutters ("the service installations") and to make connections to the service installations which now exist or shall hereafter (but within such period) be made or exist in upon or under the said land the Vendor causing as little disturbance as possible and making good the surface of the said land after any exercise of the said rights.

(b) The right to the free passage and running of water soil gas

A: Property Register continued

electricity and other services through the service installations now existing or made or existing within such period the Vendor paying a fair and proper proportion of the expense from time to time of cleansing maintaining repairing and renewing the same.

(c) The right to enter upon the said land after giving reasonable notice (except in the case of emergency) so far as may be necessary for the purpose of inspecting cleansing maintaining repairing and renewing the service installations the Vendor making good any damage caused to the said land by the exercise of such right of entry".

NOTE:-The land coloured blue referred to is tinted mauve on the supplementary plan to the title plan.

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 (10.05.2011) PROPRIETOR: 85 SACKVILLE ROAD LIMITED (Co. Regn. No. 04351147) of The Coach House, Ardingly Road, Lindfield, West Sussex RH16 2QY.
- 2 (10.05.2011) The price stated to have been paid on 20 April 2011 was £35,000.

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 3 November 1920 and made between (1) Percy Portway Harvey (Vendor) (2) George Smith (Purchaser) contains covenants details of which are set out in the Schedule of restrictive covenants hereto.
- 2 A Conveyance of the land in this title and other land dated 29 March 1926 made between (1) William Fuller (Vendor) and (2) Anne Eliza Savill (Purchaser) contains covenants details of which are set out in the Schedule of restrictive covenants hereto.
- 3 The land is subject to the following rights contained in the Conveyance dated 29 March 1926 referred to above:-

"Subject to all rights of way water light and other easements affecting the same and all other rights of adjoining owners"

- 4 An Agreement dated 17 August 1954 made between (1) The Burgess Hill Water Company and (2) Amy Eleanor Biggs relates to the supply of water to Oakroyd Farm Buildings and Farm House.

NOTE:-Copy Application for registration of Land Charge filed under SX83857.

- 5 The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 31 August 1966 made between (1) Amy Eleanor Biggs (Vendor) and (2) Stanton Estates Limited (Purchaser):-

"EXCEPT AND RESERVED unto the Vendor the full right and use at all times of the water main passing through or under the said property serving the Vendor's adjoining property shown edged blue on the said plan PROVIDED ALWAYS that if it shall be necessary to alter the position of the said water main in connection with the development of the land hereby Conveyed the Purchaser shall be responsible for all costs and expenses involved in connection with the same and shall not in any event deprive the said adjoining property of the Vendor of a water supply".

C: Charges Register continued

NOTE:-The land edged blue referred to is Oakroyd Farm.

- 6 The land is subject to rights of drainage and rights in respect of water gas and electricity supply services.
- 7 The parts of the land affected thereby is subject to the following rights granted by a Deed dated 8 December 1976 made between (1) I. Ross (Estates) Limited (Grantor) and (2) The South Eastern Electricity Board (Board):-

"FULL RIGHT AND LIBERTY for the Board and its successors in title to lay and maintain (which expressions shall without prejudice to the generality thereof include to use and from time to time to repair alter relay renew supplement inspect examine test and remove) electric lines (an electric line being a wire or wires conductor or other means used for the purpose of conveying transmitting or distributing electricity with any casing coating covering tube pipe or insulator enclosing surrounding or supporting the same or any part thereof or any apparatus connected therewith for the purpose of conveying transmitting or distributing electricity or electric currents under the land coloured yellow (hereinafter referred to as "the yellow land") on the plan No. CE.125 attached hereto and to break up the surface thereof so far as may be necessary from time to time for all or any of such purposes and also for all or any of such purposes to enter the said Property TO HOLD the said rights and liberties unto the Board fee simple as appurtenant to the Board's undertaking".

This Deed contains the following covenant:-

"THE Grantor to the intent and so as to bind the said Property and every part thereof into whosoever hands the same may come and to benefit and protect the easements hereby granted hereby covenants with the Board not to do or permit or suffer to be done or permitted on or near the yellow land any act which would in any way interfere with or damage any electric line laid by the Board in the exercise of the rights hereby granted nor to alter or permit or suffer to be altered the existing level of nor cover the surface of the yellow land in such a manner as to render access by the Board to any such electric line impracticable or more difficult than when such electric line is first laid in the exercise of the rights hereby granted AND in particular but without prejudice to the generality of the foregoing not to erect any building or structure (except as shown on the said Plan) nor plant any trees within a distance of 1.5 metres of the yellow land PROVIDED ALWAYS and it is hereby agreed and declared that (without prejudice to the proviso to Clause 2 hereof) nothing in the foregoing covenant contained or implied shall prevent the laying of appropriate surfaces on the estate roads and footpaths or on such of them or the yellow lands as comprise or form part of roads or footways after such electric lines have been laid".

NOTE:-The yellow land and land within 1.5 metres thereof is tinted yellow and hatched blue respectively on the title plan.

- 8 An Agreement dated 8 July 1976 made between (1) I. Ross Estates Limited (The owner) and (2) East Sussex County Council (the Council) relates to the construction and adoption of the road tinted blue on the filed plan and contains the following provision:-

"SO soon as the Council make the declaration hereinafter mentioned the Owner shall without cost to the Council forthwith execute and complete or procure the execution and completion by all necessary parties of an assurance to the Council of the said road unless the Council shall not desire the Owner to execute or through the execution of such an assurance to the Council and the Owner shall first ascertain in writing the Council's wishes in this respect The Owner shall not without the consent in writing of the Council convey or contract to convey any part of the said road to any other person or persons or grant any rights thereover except a right of way for all purposes in accordance with any planning permission granted by the Local Planning Authority in respect of the said land"

- 9 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 17 November 1977 made between (1) I. Ross(Estates) Limited and (2) Mid-Sussex Water Company.

C: Charges Register continued

This Deed also contains the following covenant by the Grantor.

"1. THE grantor as beneficial owner hereby grants unto the company FULL right and liberty in under or upon the land having a uniform width of ten feet situate on the east side of Valebridge Drive and Chichester Way in that part of Burgess Hill lying in the Parish of Wivelsfield and County of East Sussex (which land is for the purpose of identification only and not by way of limitation or enlargement Coloured red on the said plan) at all times hereafter and from time to time to construct and maintain a line or lines of pipes with or without ducts TOGETHER with all such Valve-boxes hydrant boxes inspection chambers cocks sluices washout valves hydrants stopcocks junctions cables and other apparatus as the company may think fit and installed below at or above ground level and all necessary or convenient markers indicating the position of the said Pipes and other apparatus and at all times hereafter and from time to time to maintain replace inspect enlarge remove and do all other works in connection with and supply water through the said pipes and other apparatus and in connection with the company's water undertaking which the Company shall deem necessary or advisable TOGETHER ALSO with the natural right of support heretofore enjoyed by the said land TO HOLD the said right and liberties unto the company in fee simple for the purpose of its statutory undertaking.

2. THE ownership of all pipes and apparatus laid and installed in pursuance of the rights and liberties hereby granted remains vested in the company.

3. THE company its agents contractors servants and workmen shall be entitled to enter upon the adjoining land of the grantor and open up the layoff coloured red on the said plan and to pass and repass with or without vehicles and appliances over and along all adjoining land of the grantor for the purpose of exercising the right and liberties hereby granted.

.....
..

5. THE grantor to the intent and so as to bind the land coloured red on the said plan into whosoever hands the same may come and to benefit and protect the statutory undertaking of the company or any part or parts thereof hereby covenants with the company at all times hereafter to observe and perform the restrictions and stipulations set out in the Second Schedule hereto.

THE SECOND SCHEDULE

1. The surface of the said land coloured red on the said plan shall not be lowered nor shall the surface thereof be raised by more than one foot above the existing level otherwise than with the consent in writing of the company.

2. Not to do anything which may interfere with the right of support hereby granted.

3. Nothing shall be built erected constructed laid placed or grown in under or upon the land coloured red on the said plan other than objects removable on the demand of the company or shallow rooted plants or crops".

NOTE:-The land coloured red is hatched red on the title plan.

- 10 The estate road and footpaths are subject to rights of way.
- 11 The parts of the land affected thereby which adjoin the parts edged and numbered in green on the title plan are subject to rights of entry for the purpose of repairing maintaining painting or rebuilding the property on the parts so edged and numbered.
- 12 The garage forecourts are subject to rights of way.
- 13 The side and rear footpaths are subject to rights of way on foot only.
- 14 The land is subject to the following rights granted by a Transfer of the land edged and numbered ESX102666 in green on the title plan dated 14 September 1984 made between (1) I. Ross (Estates) Limited (Vendor)

C: Charges Register continued

and (2) Dandel Limited (Purchaser):-

"TOGETHER WITH

(1) The free and uninterrupted passage and running of water soil gas and electricity through the sewers drains and watercourses and the gas and electric pipes wires and cables hereinafter referred to as "the Services") which are now or may within eighty years from the date of completion be through on under or over other parts of the Vendor's Charlwood Gardens and Charlwood Road extended Estate ("the Estate") being the land now or formerly Registered within the title above mentioned (insofar as the same serve the Property) jointly or in common with the Vendor and all other person or persons who are now or may hereafter be entitled to connect with or use the services the Purchaser bearing paying and contributing together with such other persons a fair proportion according to the extent to which their respective land is served thereby of the costs of repairing maintaining renewing and cleansing the services and a right of entry on to the other parts of the Estate for the purpose of connecting to repairing maintaining renewing and cleansing the services the Purchaser making good forthwith at its own expense all damage occasioned by such entry.

(2) The right for the Purchaser and its successors in title owner or owners for the time being of the property or of any parts thereof and all persons authorised by it at reasonable times to enter upon the adjoining land of the Estate for the purpose of repairing maintaining painting or rebuilding any future building on the Property the person exercising such right making good at his own expense any disturbance thereby caused.

(3) The right for the Purchaser to construct a footpath four feet wide on the land hatched black on the said plan between the points "C" and "D" and a right for the Purchaser and its successors in title to pass and repass on foot only along the said footpath the Purchaser and its successors in title being responsible for the repair and maintenance of the said footpath and the Vendor contributing a fair proportion according to user of all expenses incurred by the Purchaser in such repair and maintenance".

NOTE:-The land hatched black and the points C and D referred to are hatched mauve and lettered A and B on the title plan.

- 15 The land is subject to the following rights granted by a Transfer of the land edged and numbered ESX118341 in green on the title plan dated 7 November 1986 made between (1) I. Ross (Estates) Limited (Vendor) and (2) Wares Built Homes Limited (Purchaser):-

"THE FIRST SCHEDULE

Rights granted in favour of the Property and each and every part thereof over the Estate.

1. The right in common with the Vendor and the owners for the time being of land C and all others now or hereafter having the like right at all times and for all purposes with or without vehicles to pass and repass over and along the roads and (on foot only) pavements now existing or made and existing within the perpetuity period on the Estate.

2. The right at any time within the perpetuity period giving not less than 14 days written notice to the Vendor its successors in title to land D to carry out such works as may be necessary to construct to the satisfaction of the Highway and any or competent Authority roads and pavements connecting land A or land B with the Estate Roads or any other roads or pavements which shall hereafter be constructed on the Estate subject to the Purchaser carrying out such further works (the Purchaser having the right so to do) (including where necessary the removal of any pavements and kerbing the diversion of Service Installations and the creation of visibility splays) as may be required by the highway or other competent Authority to amend reconstruct re-align or re-instate the Estate Roads and any other roads and pavements existing at the time of exercise of such rights to which connection is to be made to the satisfaction of the said Highway or other competent

C: Charges Register continued

Authority.

3. The right on giving not less than 14 days written notice to the Vendor or its successors in title to land D in common with the Vendor and all others now or hereafter having the like right to enter upon the Estate within the perpetuity period in order to construct and lay Service Installations and to make connections to the Service Installations which now exist or shall within the perpetuity period be made or exist in upon or under the Estate (other than unadopted Service Installations laid or constructed hereafter by or on behalf of the Owner for the time being of land D and/or land C for the sole benefit of such land).

4. The right in common with the Vendor and the owners for the time being of the land C and all others now or hereafter having the like right to the free passage and running of water soil gas electricity and other services through the Service Installations which now exist or shall during the perpetuity period be made or exist in upon or under the Estate (excluding any unadopted Service Installations to which the Purchaser has no right of connection pursuant to paragraph 3 of this Schedule) the Purchaser paying a fair and proper proportion of the expense from time to time of cleansing maintaining repairing and renewing the Service Installations so used.

5. The right on giving not less than 14 days written notice (except in the case of emergency) to the Vendor or its successors in title to land D to enter upon the Estate so far as may be necessary for the purpose of inspection maintaining cleansing repairing and renewing Service Installations now or during the perpetuity period to be laid or constructed and which the Purchaser is entitled to use by virtue of paragraph 4 of this Schedule."

NOTE:-The land C adjoins the eastern boundary of the land in this title. The land D lies within this title and links Charlwood Road and the land C, the land B is the land edged and numbered ESX118341 in green on the title plan and the land A lies to the north east of the land in this title.

- 16 The land is subject to the following rights granted by a Transfer of the land edged and numbered ESX129327 in green on the title plan dated 7 November 1986 made between (1) I. Koss (Estates) Limited (Vendor) and (2) Modern Village Estates Limited (Purchaser):-

"SUBJECT to Clause 5 the Property is transferred together with the rights intended to benefit the Property and the Land C set out in the First Schedule.

THE FIRST SCHEDULE

Rights granted in favour of the Property and the Land C and each and every part thereof.

1. The right in common with the Vendor and all others now or hereafter having the like right at all times and for all purposes with or without vehicles to pass and repass over and along the road and (on foot only) pavements now existing or made and existing within the perpetuity period on the Estate and also such other land as now or at any time during the perpetuity period may exist between the eastern boundary of the Property and the Land C or the western boundary of the Property and the adopted public highways in the Estate.

2. The right at any time within the perpetuity period on giving not less than fourteen days written notice to the Vendor or its successors in title to Land B to carry out such works as may be necessary to construct to the satisfaction of the Highway and any other competent Authority the Connecting Road and to connect the Connecting Road with the Estate Roads or any other roads or pavements which shall hereafter be constructed on the Estate or on the Land B subject to the person exercising such rights carrying out such further works (such person having the right so to do) (including where necessary the removal of any pavements and kerbing the diversion of Service Installations and the creation of visibility splays) as may be required by the Highway or other competent Authority to amend reconstruct re-align or reinstate

C: Charges Register continued

the Estate Road and any other roads and pavements existing at the time of exercise of such rights to which Connection is to be made to the satisfaction of the said Highway or other competent Authority.

3. The right in common with the Vendor and all others now or hereafter having the like right to enter upon the Estate within the perpetuity period in order to construct and lay Service Installations and to make connections to the Service Installations which now exist or shall within the perpetuity period be made or exist in upon or under the Estate (other than unadopted Service Installations laid or constructed hereafter by or on behalf of the Owner for the time being of Land A and/or Land B for the sole benefit of such land).

4. The right in common with the Vendor and all others now or hereafter having the like right to the free passage and running of water soil gas electricity and other services through the Service Installations which now exist or shall during the perpetuity period be made or exist in upon or under the Estate the Purchaser paying a fair and proper proportion of the expense from time to time of cleansing maintaining repairing and renewing the Service Installations so used.

5. The right to enter upon the Estate so far as may be necessary for the purpose of inspecting maintaining cleansing repairing and renewing Service Installations now or during the perpetuity period to be laid or constructed and which the Purchaser is entitled to use by virtue of paragraph 4 of this Schedule.

IN THIS TRANSFER unless the context otherwise requires:

"Adoption Standards" means the standards required by the Highway or other competent Authority from time to time to permit the adoption of highways or Service Installations as maintainable at the public expense without further work.

"the Connecting Road" means a two lane road to be constructed within the perpetuity period on the Property and (to the extent necessary to provide a satisfactory connection for two lane vehicular and also pedestrian traffic between the Land C and the roads and pavements existing on the Estate at the time in question) in the Estate and the Land B with suitable pavements and verges permitting the free passage of vehicular and pedestrian traffic in both directions between the Land C and the public adopted highway and including.

(a) Firstly surface water drainage lighting markings and secondly other matter required by the Highway and Drainage Authorities.

(b) Service Installations intended for the benefit of the Land C or the Property.

(c) All other matters necessary to comply with the Adoption Standards.

(d) Such other matter or variations to the above as may be required by the Highway or other competent Authority to permit the construction to Adoption Standards and use of a suitable two lane road with pavement and verges between the Land C and the public adopted highway.

"the Estate " means the land (other than the Land B and the Property) registered within Title Number ESX22536 on 19 February 1986 and the Dandel Land

"the Estate Roads" means the roads now constructed on the Estate (so as to include the Brown Land)

"the perpetuity period" means the period from the date hereof to 31 August 2066

"Service Installations" means drains channels sewers pipes wires cables watercourses and gutters and other service media and ancillary equipment.

IT IS HEREBY AGREED AND DECLARED that the rights granted under the First Schedule are subject to the following conditions and limitations.

C: Charges Register continued

5.1 All works being carried out in a good and workmanlike manner and with all due expedition causing as little.

(a) disturbance and damage to the land affected by the exercise of such rights and practicable and making good all damage caused as soon as practicable and

(b) interruption as practicable to the use by the Owner for the time being of Land C and the Property as a means of vehicular and pedestrian access to Land C (the Property being intended for such use as the parties hereby acknowledge)

(c) interruption as practicable to the use by the Owner for the time being of Land A and Land B of roads and pavements used as a means of access to the Land A or Land B.

5.2 The person carrying out the work complying at its own expense with all relevant statutory and other obligations and the requirements of the Highway and other competent Authorities.

5.3 All roads and pavements being constructed to Adoption Standards.

5.4 That the grant and/or exercise of such rights shall in no way prevent or restrict the owner of the land burdened by such rights ("the Owner") subject to the Owner (a) having obtained such statutory or other consents as may be required in that behalf; and (b) giving not less than fourteen days written notice to the person whose works shall thereby be affected from:-

(i) carrying out such works as may be necessary to construct to the satisfaction of the Highway and any other competent Authority the Connecting Road (or as the case may be) other roads and pavements serving the Owner's land and connecting to the Estate Roads and/or any other roads or pavements (including for the avoidance of doubt the Connecting Road) hereafter constructed on the Estate the Property or on Land B.

(ii) constructing laying inspecting cleansing maintaining repairing renewing or diverting Service Installations now or hereafter in under or over the Owner's land.

(iii) making connections with or using the Service Installations which now exist or shall within the perpetuity period exist in upon or under the Owner's land (other than unadopted Service Installations laid or constructed hereafter by or on behalf of the owner for the time being of other land for the sole benefit of that other land).

Subject in each case to the Owner carrying out such further works (the Owner having the right so to do) as may be required by the Highway or other competent Authority (including where necessary the diversion of Service Installations the creation of visibility splays and the like and the removal of any pavements and kerbing) to amend reconstruct or re-align or reinstate the Estate Roads and any other roads and pavements existing at the time and to the satisfaction of the said Highway or other competent Authority.

6.1 ANY notice to be given to either of the parties hereto shall be served on the appropriate party until written notice of transfer of such party's interest in the land in respect of which the notice is to be served has been given to the other party.

6.2 Upon written notice of transfer having been given any such notice shall be served on the transferee stated in such notice of transfer and not on the transferor unless the transferor retains land in respect of which notice is required in which case notice shall be served on both the transferee and the transferor.

6.3 Any notice relating to this Transfer may be served on the party to be served at its registered office for the time being or such other address as may be notified from time to time in writing for the purpose of service of notices (in the case of a company) or at his address as notified from time to time in the case of an individual for the purposes of service of notices (any party which is resident or

C: Charges Register continued

registered outside England and Wales being obliged to notify an address for service within England and Wales). Notices sent by first class recorded delivery mail shall be deemed to have been delivered forty-eight hours after posting and proof of due posting shall be sufficient evidence of delivery. Save and excepted as hereinbefore provided notices shall be served in accordance with Section 196 of the Law of Property Act 1925.

NOTE:-Land C adjoins the eastern boundary of the land in this title. Land B is the land edged and numbered ESX118341 in green on the title plan. Land A adjoins the north eastern corner of the land edged and numbered ESX118341 in green on the title plan and the brown land is hatched yellow on the title plan.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 3 November 1920 referred to in the Charges Register:-

COVENANT by Purchaser with Vendor his heirs or assigns and other owners for the time being of the Vale Bridge Estate that the Purchaser would thenceforth for ever perform and observe conditions and stipulations set forth in the 1st Schedule thereto so far as the same affected or related to land thereby conveyed and further that for the purpose of making covenant on part of Purchaser lastly thereinbefore contained run with and bind the land thereby conveyed the Purchaser his heirs and assigns would cause a recital of or reference to the said stipulations to be inserted in every Indenture of Conveyance or Lease to be made by him or them of the said land or any part thereof.

THE FIRST SCHEDULE referred to

1. No caravan or house on wheels other than poultry houses or other structures to be used in connection with the industries of poultry farming horticulture fruitgrowing or agriculture shall be placed on the property.
2. The property until built upon shall not be used for any purpose other than as farm land garden ground meadow or arable land plant nursery or orchard nor shall any act deed or thing be done thereon or in any building erected thereon which may be an annoyance nuisance damage or disturbance to the Vendor or to the owner or tenant or any other portion of the Valebridge Estate.
3. No building of any kind other than one private dwellinghouse with appropriate offices and outbuildings to be appurtenant thereto and occupied therewith for small holding shall be erected on each frontage plot and no trade or business of any kind shall be carried on upon any part thereof without the Vendor's consent in writing.
4. Each Purchaser shall within three calendar months from the date of his Conveyance erect and forever after maintain good and sufficient fences to the approval of the Vendor's Surveyor along the side or sides of the land purchased by him where the same are marked with a 'T' on the estate plan.
5. The Vendors reserve the right to alter waive all or any of the above stipulations and conditions as to any plot or plots also to vary the laying out of the estate.
6. No building or erection shall be set up less than from the centre of the road in front thereof other than shop plots.

- 2 The following are details of the covenants contained in the Conveyance dated 29 March 1926 referred to in the Charges Register:-

"The Purchaser hereby covenants with the Vendor his heirs and assigns or other the owner or owners of the Valebridge Estate that she the Purchaser will henceforth for ever perform and observe the said restrictions conditions and stipulations and also will not at any time hereafter use or allow to be used the said land hereby conveyed or any part thereof for the trade or manufacture of Brickworks or allow any

Title number ESX22536

Schedule of restrictive covenants continued

tiles or bricks to be burnt or made on the said land.

AND further that for the purpose of making the covenant on the part of the Purchaser lastly hereinbefore contained run with and bind the land hereby conveyed the Purchaser her heirs and assigns will cause a recital of or reference to the said stipulations to be inserted in every Indenture of Conveyance or Lease to be made by her of the said land or any part thereof PROVIDED ALWAYS that the said covenant shall only be binding on the Purchaser and such persons as aforesaid during the period of actual ownership but shall run with the land".

NOTE:-The restrictions conditions and stipulations are those contained in the Conveyance dated 3 November 1920 referred to above.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

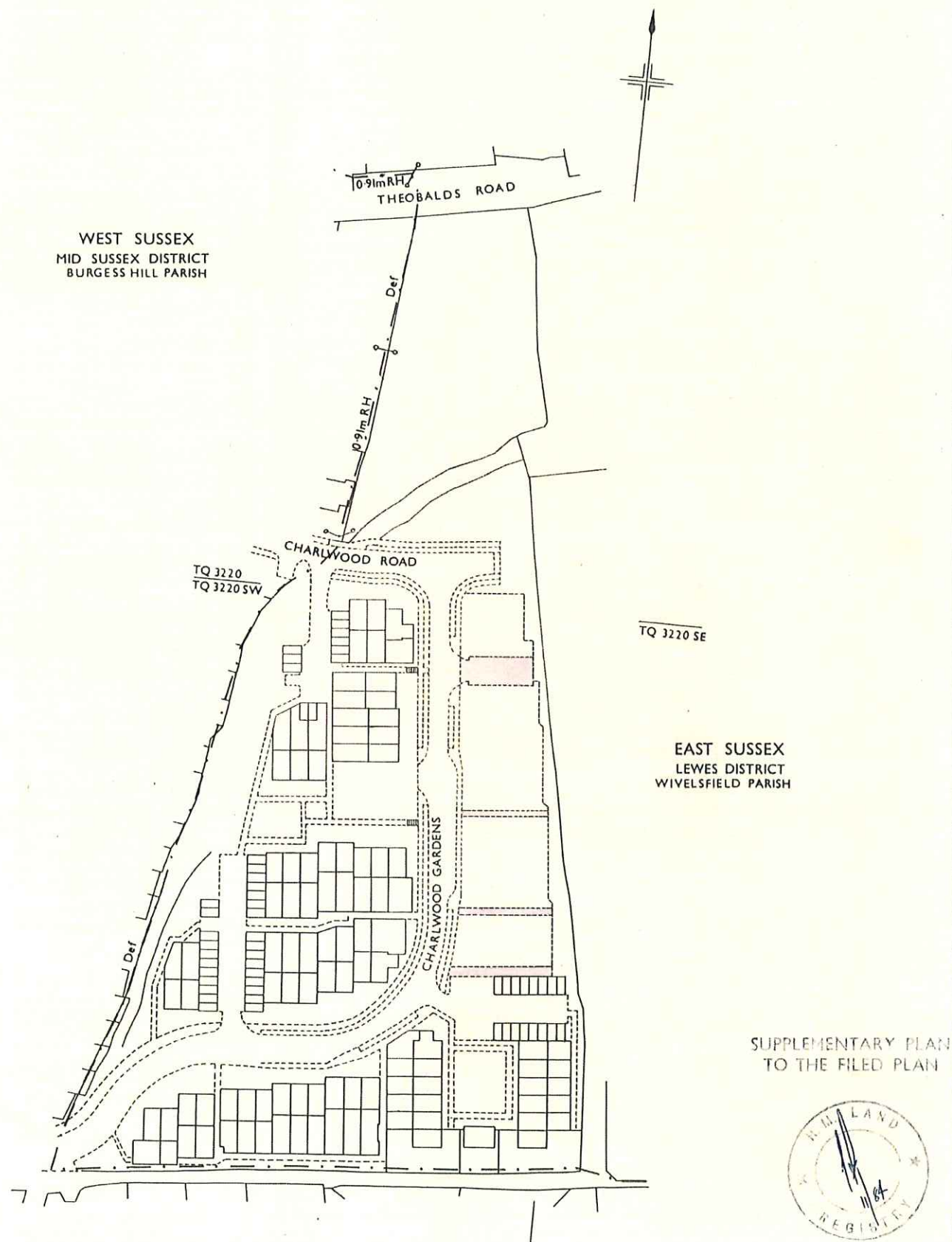
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 06 March 2023 shows the state of this title plan on 06 March 2023 at 11:20:33. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Coventry Office .

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H.M. LAND REGISTRY		TITLE NUMBER	
		ESX22536	
ORDNANCE SURVEY PLAN REFERENCE	TQ 3220	SECTION Q	Scale 1/1250
COUNTY	DISTRICT	© Crown copyright 1980	



TITLE No.

ESX22536

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MB 64

Sent to Field

Removals from Title

Title No.	Date	Title No.	Date	Title No.	Date	Title No.	Date	Title No.	Date	Title No.	Date
ESX29548	22-2-78	ESX29548	13-2-78	ESX42099	11-9-79(2P)	ESX58715	6-11-80(2P)				
(initial investigation) L.M.		ESX29769	21-2-78	ESX48499	24-10-79(2P)	ESX60004	19-12-80(2P)				
ESX42820/1P/19	1.4/78	ESX30525	20-3-78(2P)	ESX48851	2-11-79(2P)	ESX60425	12-1-81(2P)				
P66 46-55		ESX30644	22-3-78(2P)	ESX49266	14-11-79(2P)	ESX61608	19-2-81				
		ESX31655	24-4-78(2P)	ESX51102	22-1-80(2P)	ESX63924	8-4-81				
ESX47099/1P/112	1/2/79	ESX31728	26-4-78(2P)	ESX51737	11-2-80(2P)	ESX63079	14-4-81				
P66 1-32		ESX32179	10-5-78(2P)	ESX51831	14-2-80(2P)	ESX63372	28-4-81				
Revised to 16/4/79	18/1/79	ESX32362	10-5-78(2P)	ESX52112	25-2-80(2P)	ESX63859	15-5-81				
ESX55043/1P/55	10/1/78	ESX32506	9-5-78(2P)	ESX52209	28-2-80	ESX64559	12-6-81(2P)				
P66 25, 56-63		ESX32793	21-5-78(2P)	ESX52521	12-2-80	ESX65073	30-6-81(2P)				
Revised to 22-7-80	18/5/80	ESX33145	8-6-78(2P)	ESX52733	20-3-80	ESX65635	20-7-81				
ESX57796/1P/129	1/11/78	ESX33487	19-6-78(2P)	ESX53062	2-4-80(2P)	ESX71323	1-2-82				
P66 66-76		ESX35406	14-8-78(2P)	ESX55043	20-6-80	ESX102666	5-10-84				
		ESX42820	30-4-79	ESX55177	26-6-80	ESX127573	21-11-86				
		ESX43715	30-5-79	ESX55624	15-7-80	ESX127621	24-11-86				
		ESX44520	20-6-79	ESX56174	4-8-80	ESX175431	5-3-89				
		ESX441336	15-6-79	ESX55463	8-7-80	ESX129327	11-11-86				
		ESX43108	14-5-79	ESX57642	30-9-80(2P)	ESX129327	11-11-86				
		ESX45064	6-7-79	ESX57796	3-10-80	ESX129327	11-11-86				
		ESX45717	27-7-79	ESX57844	6-10-80(2P)	ESX129327	11-11-86				
		ESX46371	16-8-79	ESX58789	7-11-80(2P)	ESX129327	11-11-86				

MAP SECTION REFERENCE(S) :-

LEGAL BRANCH REQUIREMENTS

References required on new title filed plans for T.P.'s and absolute D.F.L.'s falling within:-

(a) Yellow tinting (b) Blue hatching

(b) So far as affected by:-

No references required (at this stage for) :-

Additional notes required on Certificates in Forms C145A and C146A:-

The brown tinting on the filed plan falls outside the title and leads in a westerly direction from the S.W. corner of the land in this title into Valebridge Road.

Additional Notes

Lease Nos. Used

139 Sent

Estate Plans Approved

(All plots)

K.R. Fuller 21/6/77

Rev. P1-25, 27-32, 56-63, 66-76 & garages 21/10/79

Rev. P1-18, 59-63, 66-76 & garages 21/10/79

P66-76 20/12/80

Rev. P13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

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Gp 3608 (254112) Dd. 55567. 2M. (P). 10/67. S(P&D) L.

The electronic official copy of the register follows this message.

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



Official copy of register of title

Title number ESX22536

Edition date 18.11.2020

- This official copy shows the entries on the register of title on 06 MAR 2023 at 11:20:32.
- 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 06 Mar 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, Coventry Office.

A: Property Register

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

EAST SUSSEX : LEWES

- 1 (30.11.1966) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land and buildings lying to the east of Valebridge Road, Burgess Hill, Lewes.
- 2 The land has the benefit of a right of way over the land tinted brown on the title plan.
- 3 A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 4 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.
- 5 The extent of the land edged and numbered ESX31728 in green on the title plan has been amended.
- 6 The land in this title has the benefit of the rights granted by a Deed dated 31 December 1979 made between (1) Kenneth Stuart and (2) I Ross (Estates) Limited relating to the surface water drainage system in the locality of 2 Chichester Way.

NOTE:-Copy filed.

- 7 The land has the benefit of the following rights reserved by the Transfer dated 14 September 1984 referred to in the Charges Register:-

"EXCEPT AND RESERVING to the Vendor

(a) The right to enter upon the land coloured blue on the said plan at any time with or without men plant and machinery within eighty years of the date hereof (which shall be the perpetuity period applicable hereto) and therein at the Vendor's own expense to construct and lay drains channels sewers pipes wires cables watercourses and gutters ("the service installations") and to make connections to the service installations which now exist or shall hereafter (but within such period) be made or exist in upon or under the said land the Vendor causing as little disturbance as possible and making good the surface of the said land after any exercise of the said rights.

(b) The right to the free passage and running of water soil gas

A: Property Register continued

electricity and other services through the service installations now existing or made or existing within such period the Vendor paying a fair and proper proportion of the expense from time to time of cleansing maintaining repairing and renewing the same.

(c) The right to enter upon the said land after giving reasonable notice (except in the case of emergency) so far as may be necessary for the purpose of inspecting cleansing maintaining repairing and renewing the service installations the Vendor making good any damage caused to the said land by the exercise of such right of entry".

NOTE:-The land coloured blue referred to is tinted mauve on the supplementary plan to the title plan.

- 8 (18.11.2020) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered ESX408380 in green on the title plan dated 5 November 2020 made between (1) 85 Sackville Road Limited and (2) Asterisk Special Projects Limited but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under ESX408380.

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 (10.05.2011) PROPRIETOR: 85 SACKVILLE ROAD LIMITED (Co. Regn. No. 04351147) of The Coach House, Ardingly Road, Lindfield, West Sussex RH16 2QY.
- 2 (10.05.2011) The price stated to have been paid on 20 April 2011 was £35,000.

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 3 November 1920 and made between (1) Percy Portway Harvey (Vendor) (2) George Smith (Purchaser) contains covenants details of which are set out in the Schedule of restrictive covenants hereto.
- 2 A Conveyance of the land in this title and other land dated 29 March 1926 made between (1) William Fuller (Vendor) and (2) Anne Eliza Savill (Purchaser) contains covenants details of which are set out in the Schedule of restrictive covenants hereto.
- 3 The land is subject to the following rights contained in the Conveyance dated 29 March 1926 referred to above:-
- "Subject to all rights of way water light and other easements affecting the same and all other rights of adjoining owners"
- 4 An Agreement dated 17 August 1954 made between (1) The Burgess Hill Water Company and (2) Amy Eleanor Biggs relates to the supply of water to Oakroyd Farm Buildings and Farm House.
- NOTE:-Copy Application for registration of Land Charge filed under SX83857.
- 5 The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 31 August 1966 made between (1) Amy Eleanor Biggs (Vendor) and (2) Stanton Estates Limited (Purchaser):-

"EXCEPT AND RESERVED unto the Vendor the full right and use at all

C: Charges Register continued

times of the water main passing through or under the said property serving the Vendor's adjoining property shown edged blue on the said plan PROVIDED ALWAYS that if it shall be necessary to alter the position of the said water main in connection with the development of the land hereby Conveyed the Purchaser shall be responsible for all costs and expenses involved in connection with the same and shall not in any event deprive the said adjoining property of the Vendor of a water supply".

NOTE:-The land edged blue referred to is Oakroyd Farm.

- 6 The land is subject to rights of drainage and rights in respect of water gas and electricity supply services.
- 7 The parts of the land affected thereby is subject to the following rights granted by a Deed dated 8 December 1976 made between (1) I. Ross (Estates) Limited (Grantor) and (2) The South Eastern Electricity Board (Board):-

"FULL RIGHT AND LIBERTY for the Board and its successors in title to lay and maintain (which expressions shall without prejudice to the generality thereof include to use and from time to time to repair alter relay renew supplement inspect examine test and remove) electric lines (an electric line being a wire or wires conductor or other means used for the purpose of conveying transmitting or distributing electricity with any casing coating covering tube pipe or insulator enclosing surrounding or supporting the same or any part thereof or any apparatus connected therewith for the purpose of conveying transmitting or distributing electricity or electric currents under the land coloured yellow (hereinafter referred to as "the yellow land") on the plan No. CE.125 attached hereto and to break up the surface thereof so far as may be necessary from time to time for all or any of such purposes and also for all or any of such purposes to enter the said Property TO HOLD the said rights and liberties unto the Board fee simple as appurtenant to the Board's undertaking".

This Deed contains the following covenant:-

"THE Grantor to the intent and so as to bind the said Property and every part thereof into whosoever hands the same may come and to benefit and protect the easements hereby granted hereby covenants with the Board not to do or permit or suffer to be done or permitted on or near the yellow land any act which would in any way interfere with or damage any electric line laid by the Board in the exercise of the rights hereby granted nor to alter or permit or suffer to be altered the existing level of nor cover the surface of the yellow land in such a manner as to render access by the Board to any such electric line impracticable or more difficult than when such electric line is first laid in the exercise of the rights hereby granted AND in particular but without prejudice to the generality of the foregoing not to erect any building or structure (except as shown on the said Plan) nor plant any trees within a distance of 1.5 metres of the yellow land PROVIDED ALWAYS and it is hereby agreed and declared that (without prejudice to the proviso to Clause 2 hereof) nothing in the foregoing covenant contained or implied shall prevent the laying of appropriate surfaces on the estate roads and footpaths or on such of them or the yellow lands as comprise or form part of roads or footways after such electric lines have been laid".

NOTE:-The yellow land and land within 1.5 metres thereof is tinted yellow and hatched blue respectively on the title plan.

- 8 An Agreement dated 8 July 1976 made between (1) I. Ross Estates Limited (The owner) and (2) East Sussex County Council (the Council) relates to the construction and adoption of the road tinted blue on the filed plan and contains the following provision:-

"SO soon as the Council make the declaration hereinafter mentioned the Owner shall without cost to the Council forthwith execute and complete or procure the execution and completion by all necessary parties of an assurance to the Council of the said road unless the Council shall not desire the Owner to execute or through the execution of such an assurance to the Council and the Owner shall first ascertain in writing

C: Charges Register continued

the Council's wishes in this respect The Owner shall not without the consent in writing of the Council convey or contract to convey any part of the said road to any other person or persons or grant any rights thereover except a right of way for all purposes in accordance with any planning permission granted by the Local Planning Authority in respect of the said land"

- 9 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 17 November 1977 made between (1) I. Ross(Estates) Limited and (2) Mid-Sussex Water Company. This Deed also contains the following covenant by the Grantor.

"1. THE grantor as beneficial owner hereby grants unto the company FULL right and liberty in under or upon the land having a uniform width of ten feet situate on the east side of Valebridge Drive and Chichester Way in that part of Burgess Hill lying in the Parish of Wivelsfield and County of East Sussex (which land is for the purpose of identification only and not by way of limitation or enlargement Coloured red on the said plan) at all times hereafter and from time to time to construct and maintain a line or lines of pipes with or without ducts TOGETHER with all such Valve-boxes hydrant boxes inspection chambers cocks sluices washout valves hydrants stopcocks junctions cables and other apparatus as the company may think fit and installed below at or above ground level and all necessary or convenient markers indicating the position of the said Pipes and other apparatus and at all times hereafter and from time to time to maintain replace inspect enlarge remove and do all other works in connection with and supply water through the said pipes and other apparatus and in connection with the company's water undertaking which the Company shall deem necessary or advisable TOGETHER ALSO with the natural right of support heretofore enjoyed by the said land TO HOLD the said right and liberties unto the company in fee simple for the purpose of its statutory undertaking.

2. THE ownership of all pipes and apparatus laid and installed in pursuance of the rights and liberties hereby granted remains vested in the company.

3. THE company its agents contractors servants and workmen shall be entitled to enter upon the adjoining land of the grantor and open up the layoff coloured red on the said plan and to pass and repass with or without vehicles and appliances over and along all adjoining land of the grantor for the purpose of exercising the right and liberties hereby granted.

.....
..

5. THE grantor to the intent and so as to bind the land coloured red on the said plan into whosoever hands the same may come and to benefit and protect the statutory undertaking of the company or any part or parts thereof hereby covenants with the company at all times hereafter to observe and perform the restrictions and stipulations set out in the Second Schedule hereto.

THE SECOND SCHEDULE

1. The surface of the said land coloured red on the said plan shall not be lowered nor shall the surface thereof be raised by more than one foot above the existing level otherwise than with the consent in writing of the company.

2. Not to do anything which may interfere with the right of support hereby granted.

3. Nothing shall be built erected constructed laid placed or grown in under or upon the land coloured red on the said plan other than objects removable on the demand of the company or shallow rooted plants or crops".

NOTE:-The land coloured red is hatched red on the title plan.

- 10 The estate road and footpaths are subject to rights of way.

- 11 The parts of the land affected thereby which adjoin the parts edged and

C: Charges Register continued

numbered in green on the title plan are subject to rights of entry for the purpose of repairing maintaining painting or rebuilding the property on the parts so edged and numbered.

- 12 The garage forecourts are subject to rights of way.
- 13 The side and rear footpaths are subject to rights of way on foot only.
- 14 The land is subject to the following rights granted by a Transfer of the land edged and numbered ESX102666 in green on the title plan dated 14 September 1984 made between (1) I. Ross (Estates) Limited (Vendor) and (2) Dandel Limited (Purchaser):-

"TOGETHER WITH

(1) The free and uninterrupted passage and running of water soil gas and electricity through the sewers drains and watercourses and the gas and electric pipes wires and cables hereinafter referred to as "the Services") which are now or may within eighty years from the date of completion be through on under or over other parts of the Vendor's Charlwood Gardens and Charlwood Road extended Estate ("the Estate") being the land now or formerly Registered within the title above mentioned (insofar as the same serve the Property) jointly or in common with the Vendor and all other person or persons who are now or may hereafter be entitled to connect with or use the services the Purchaser bearing paying and contributing together with such other persons a fair proportion according to the extent to which their respective land is served thereby of the costs of repairing maintaining renewing and cleansing the services and a right of entry on to the other parts of the Estate for the purpose of connecting to repairing maintaining renewing and cleansing the services the Purchaser making good forthwith at its own expense all damage occasioned by such entry.

(2) The right for the Purchaser and its successors in title owner or owners for the time being of the property or of any parts thereof and all persons authorised by it at reasonable times to enter upon the adjoining land of the Estate for the purpose of repairing maintaining painting or rebuilding any future building on the Property the person exercising such right making good at his own expense any disturbance thereby caused.

(3) The right for the Purchaser to construct a footpath four feet wide on the land hatched black on the said plan between the points "C" and "D" and a right for the Purchaser and its successors in title to pass and repass on foot only along the said footpath the Purchaser and its successors in title being responsible for the repair and maintenance of the said footpath and the Vendor contributing a fair proportion according to user of all expenses incurred by the Purchaser in such repair and maintenance".

NOTE:-The land hatched black and the points C and D referred to do not affect the land in this title.

- 15 The land is subject to the following rights granted by a Transfer of the land edged and numbered ESX118341 in green on the title plan dated 7 November 1986 made between (1) I. Ross (Estates) Limited (Vendor) and (2) Wares Built Homes Limited (Purchaser):-

"THE FIRST SCHEDULE

Rights granted in favour of the Property and each and every part thereof over the Estate.

1. The right in common with the Vendor and the owners for the time being of land C and all others now or hereafter having the like right at all times and for all purposes with or without vehicles to pass and repass over and along the roads and (on foot only) pavements now existing or made and existing within the perpetuity period on the Estate.

2. The right at any time within the perpetuity period giving not less than 14 days written notice to the Vendor its successors in title to land D to carry out such works as may be necessary to construct to the satisfaction of the Highway and any or competent Authority roads and

C: Charges Register continued

pavements connecting land A or land B with the Estate Roads or any other roads or pavements which shall hereafter be constructed on the Estate subject to the Purchaser carrying out such further works (the Purchaser having the right so to do) (including where necessary the removal of any pavements and kerbing the diversion of Service Installations and the creation of visibility splays) as may be required by the highway or other competent Authority to amend reconstruct re-align or re-instate the Estate Roads and any other roads and pavements existing at the time of exercise of such rights to which connection is to be made to the satisfaction of the said Highway or other competent Authority.

3. The right on giving not less than 14 days written notice to the Vendor or its successors in title to land D in common with the Vendor and all others now or hereafter having the like right to enter upon the Estate within the perpetuity period in order to construct and lay Service Installations and to make connections to the Service Installations which now exist or shall within the perpetuity period be made or exist in upon or under the Estate (other than unadopted Service Installations laid or constructed hereafter by or on behalf of the Owner for the time being of land D and/or land C for the sole benefit of such land).

4. The right in common with the Vendor and the owners for the time being of the land C and all others now or hereafter having the like right to the free passage and running of water soil gas electricity and other services through the Service Installations which now exist or shall during the perpetuity period be made or exist in upon or under the Estate (excluding any unadopted Service Installations to which the Purchaser has no right of connection pursuant to paragraph 3 of this Schedule) the Purchaser paying a fair and proper proportion of the expense from time to time of cleansing maintaining repairing and renewing the Service Installations so used.

5. The right on giving not less than 14 days written notice (except in the case of emergency) to the Vendor or its successors in title to land D to enter upon the Estate so far as may be necessary for the purpose of inspection maintaining cleansing repairing and renewing Service Installations now or during the perpetuity period to be laid or constructed and which the Purchaser is entitled to use by virtue of paragraph 4 of this Schedule."

NOTE:-The land C adjoins the eastern boundary of the land in this title. The land D lies within this title and links Charlwood Road and the land C, the land B is the land edged and numbered ESX118341 in green on the title plan and the land A lies to the north east of the land in this title.

- 16 The land is subject to the following rights granted by a Transfer of the land edged and numbered ESX129327 in green on the title plan dated 7 November 1986 made between (1) I. Koss (Estates) Limited (Vendor) and (2) Modern Village Estates Limited (Purchaser):-

"SUBJECT to Clause 5 the Property is transferred together with the rights intended to benefit the Property and the Land C set out in the First Schedule.

THE FIRST SCHEDULE

Rights granted in favour of the Property and the Land C and each and every part thereof.

1. The right in common with the Vendor and all others now or hereafter having the like right at all times and for all purposes with or without vehicles to pass and repass over and along the road and (on foot only) pavements now existing or made and existing within the perpetuity period on the Estate and also such other land as now or at any time during the perpetuity period may exist between the eastern boundary of the Property and the Land C or the western boundary of the Property and the adopted public highways in the Estate.

2. The right at any time within the perpetuity period on giving not less than fourteen days written notice to the Vendor or its successors

C: Charges Register continued

in title to Land B to carry out such works as may be necessary to construct to the satisfaction of the Highway and any other competent Authority the Connecting Road and to connect the Connecting Road with the Estate Roads or any other roads or pavements which shall hereafter be constructed on the Estate or on the Land B subject to the person exercising such rights carrying out such further works (such person having the right so to do) (including where necessary the removal of any pavements and kerbing the diversion of Service Installations and the creation of visibility splays) as may be required by the Highway or other competent Authority to amend reconstruct re-align or reinstate the Estate Road and any other roads and pavements existing at the time of exercise of such rights to which Connection is to be made to the satisfaction of the said Highway or other competent Authority.

3. The right in common with the Vendor and all others now or hereafter having the like right to enter upon the Estate within the perpetuity period in order to construct and lay Service Installations and to make connections to the Service Installations which now exist or shall within the perpetuity period be made or exist in upon or under the Estate (other than unadopted Service Installations laid or constructed hereafter by or on behalf of the Owner for the time being of Land A and/or Land B for the sole benefit of such land).

4. The right in common with the Vendor and all others now or hereafter having the like right to the free passage and running of water soil gas electricity and other services through the Service Installations which now exist or shall during the perpetuity period be made or exist in upon or under the Estate the Purchaser paying a fair and proper proportion of the expense from time to time of cleansing maintaining repairing and renewing the Service Installations so used.

5. The right to enter upon the Estate so far as may be necessary for the purpose of inspecting maintaining cleansing repairing and renewing Service Installations now or during the perpetuity period to be laid or constructed and which the Purchaser is entitled to use by virtue of paragraph 4 of this Schedule.

IN THIS TRANSFER unless the context otherwise requires:

"Adoption Standards" means the standards required by the Highway or other competent Authority from time to time to permit the adoption of highways or Service Installations as maintainable at the public expense without further work.

"the Connecting Road" means a two lane road to be constructed within the perpetuity period on the Property and (to the extent necessary to provide a satisfactory connection for two lane vehicular and also pedestrian traffic between the Land C and the roads and pavements existing on the Estate at the time in question) in the Estate and the Land B with suitable pavements and verges permitting the free passage of vehicular and pedestrian traffic in both directions between the Land C and the public adopted highway and including.

(a) Firstly surface water drainage lighting markings and secondly other matter required by the Highway and Drainage Authorities.

(b) Service Installations intended for the benefit of the Land C or the Property.

(c) All other matters necessary to comply with the Adoption Standards.

(d) Such other matter or variations to the above as may be required by the Highway or other competent Authority to permit the construction to Adoption Standards and use of a suitable two lane road with pavement and verges between the Land C and the public adopted highway.

"the Estate " means the land (other than the Land B and the Property) registered within Title Number ESX22536 on 19 February 1986 and the Dandel Land

"the Estate Roads" means the roads now constructed on the Estate (so as to include the Brown Land)

C: Charges Register continued

"the perpetuity period" means the period from the date hereof to 31 August 2066

"Service Installations" means drains channels sewers pipes wires cables watercourses and gutters and other service media and ancillary equipment.

IT IS HEREBY AGREED AND DECLARED that the rights granted under the First Schedule are subject to the following conditions and limitations.

5.1 All works being carried out in a good and workmanlike manner and with all due expedition causing as little.

(a) disturbance and damage to the land affected by the exercise of such rights and practicable and making good all damage caused as soon as practicable and

(b) interruption as practicable to the use by the Owner for the time being of Land C and the Property as a means of vehicular and pedestrian access to Land C (the Property being intended for such use as the parties hereby acknowledge)

(c) interruption as practicable to the use by the Owner for the time being of Land A and Land B of roads and pavements used as a means of access to the Land A or Land B.

5.2 The person carrying out the work complying at its own expense with all relevant statutory and other obligations and the requirements of the Highway and other competent Authorities.

5.3 All roads and pavements being constructed to Adoption Standards.

5.4 That the grant and/or exercise of such rights shall in no way prevent or restrict the owner of the land burdened by such rights ("the Owner") subject to the Owner (a) having obtained such statutory or other consents as may be required in that behalf; and (b) giving not less than fourteen days written notice to the person whose works shall thereby be affected from:-

(i) carrying out such works as may be necessary to construct to the satisfaction of the Highway and any other competent Authority the Connecting Road (or as the case may be) other roads and pavements serving the Owner's land and connecting to the Estate Roads and/or any other roads or pavements (including for the avoidance of doubt the Connecting Road) hereafter constructed on the Estate the Property or on Land B.

(ii) constructing laying inspecting cleansing maintaining repairing renewing or diverting Service Installations now or hereafter in under or over the Owner's land.

(iii) making connections with or using the Service Installations which now exist or shall within the perpetuity period exist in upon or under the Owner's land (other than unadopted Service Installations laid or constructed hereafter by or on behalf of the owner for the time being of other land for the sole benefit of that other land).

Subject in each case to the Owner carrying out such further works (the Owner having the right so to do) as may be required by the Highway or other competent Authority (including where necessary the diversion of Service Installations the creation of visibility splays and the like and the removal of any pavements and kerbing) to amend reconstruct or re-align or reinstate the Estate Roads and any other roads and pavements existing at the time and to the satisfaction of the said Highway or other competent Authority.

6.1 ANY notice to be given to either of the parties hereto shall be served on the appropriate party until written notice of transfer of such party's interest in the land in respect of which the notice is to be served has been given to the other party.

6.2 Upon written notice of transfer having been given any such notice shall be served on the transferee stated in such notice of transfer and

C: Charges Register continued

not on the transferor unless the transferor retains land in respect of which notice is required in which case notice shall be served on both the transferee and the transferor.

6.3 Any notice relating to this Transfer may be served on the party to be served at its registered office for the time being or such other address as may be notified from time to time in writing for the purpose of service of notices (in the case of a company) or at his address as notified from time to time in the case of an individual for the purposes of service of notices (any party which is resident or registered outside England and Wales being obliged to notify an address for service within England and Wales). Notices sent by first class recorded delivery mail shall be deemed to have been delivered forty-eight hours after posting and proof of due posting shall be sufficient evidence of delivery. Save and excepted as hereinbefore provided notices shall be served in accordance with Section 196 of the Law of Property Act 1925.

NOTE:-Land C adjoins the eastern boundary of the land in this title. Land B is the land edged and numbered ESX118341 in green on the title plan. Land A adjoins the north eastern corner of the land edged and numbered ESX118341 in green on the title plan and the brown land is hatched yellow on the title plan.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 3 November 1920 referred to in the Charges Register:-

COVENANT by Purchaser with Vendor his heirs or assigns and other owners for the time being of the Vale Bridge Estate that the Purchaser would thenceforth for ever perform and observe conditions and stipulations set forth in the 1st Schedule thereto so far as the same affected or related to land thereby conveyed and further that for the purpose of making covenant on part of Purchaser lastly thereinbefore contained run with and bind the land thereby conveyed the Purchaser his heirs and assigns would cause a recital of or reference to the said stipulations to be inserted in every Indenture of Conveyance or Lease to be made by him or them of the said land or any part thereof.

THE FIRST SCHEDULE referred to

1. No caravan or house on wheels other than poultry houses or other structures to be used in connection with the industries of poultry farming horticulture fruitgrowing or agriculture shall be placed on the property.

2. The property until built upon shall not be used for any purpose other than as farm land garden ground meadow or arable land plant nursery or orchard nor shall any act deed or thing be done thereon or in any building erected thereon which may be an annoyance nuisance damage or disturbance to the Vendor or to the owner or tenant or any other portion of the Valebridge Estate.

3. No building of any kind other than one private dwellinghouse with appropriate offices and outbuildings to be appurtenant thereto and occupied therewith for small holding shall be erected on each frontage plot and no trade or business of any kind shall be carried on upon any part thereof without the Vendor's consent in writing.

4. Each Purchaser shall within three calendar months from the date of his Conveyance erect and forever after maintain good and sufficient fences to the approval of the Vendor's Surveyor along the side or sides of the land purchased by him where the same are marked with a 'T' on the estate plan.

5. The Vendors reserve the right to alter waive all or any of the above stipulations and conditions as to any plot or plots also to vary the laying out of the estate.

6. No building or erection shall be set up less than from the centre of the road in front thereof other than shop plots.

Schedule of restrictive covenants continued

2 The following are details of the covenants contained in the Conveyance dated 29 March 1926 referred to in the Charges Register:-

"The Purchaser hereby covenants with the Vendor his heirs and assigns or other the owner or owners of the Valebridge Estate that she the Purchaser will henceforth for ever perform and observe the said restrictions conditions and stipulations and also will not at any time hereafter use or allow to be used the said land hereby conveyed or any part thereof for the trade or manufacture of Brickworks or allow any tiles or bricks to be burnt or made on the said land.

AND further that for the purpose of making the covenant on the part of the Purchaser lastly hereinbefore contained run with and bind the land hereby conveyed the Purchaser her heirs and assigns will cause a recital of or reference to the said stipulations to be inserted in every Indenture of Conveyance or Lease to be made by her of the said land or any part thereof PROVIDED ALWAYS that the said covenant shall only be binding on the Purchaser and such persons as aforesaid during the period of actual ownership but shall run with the land".

NOTE:-The restrictions conditions and stipulations are those contained in the Conveyance dated 3 November 1920 referred to above.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

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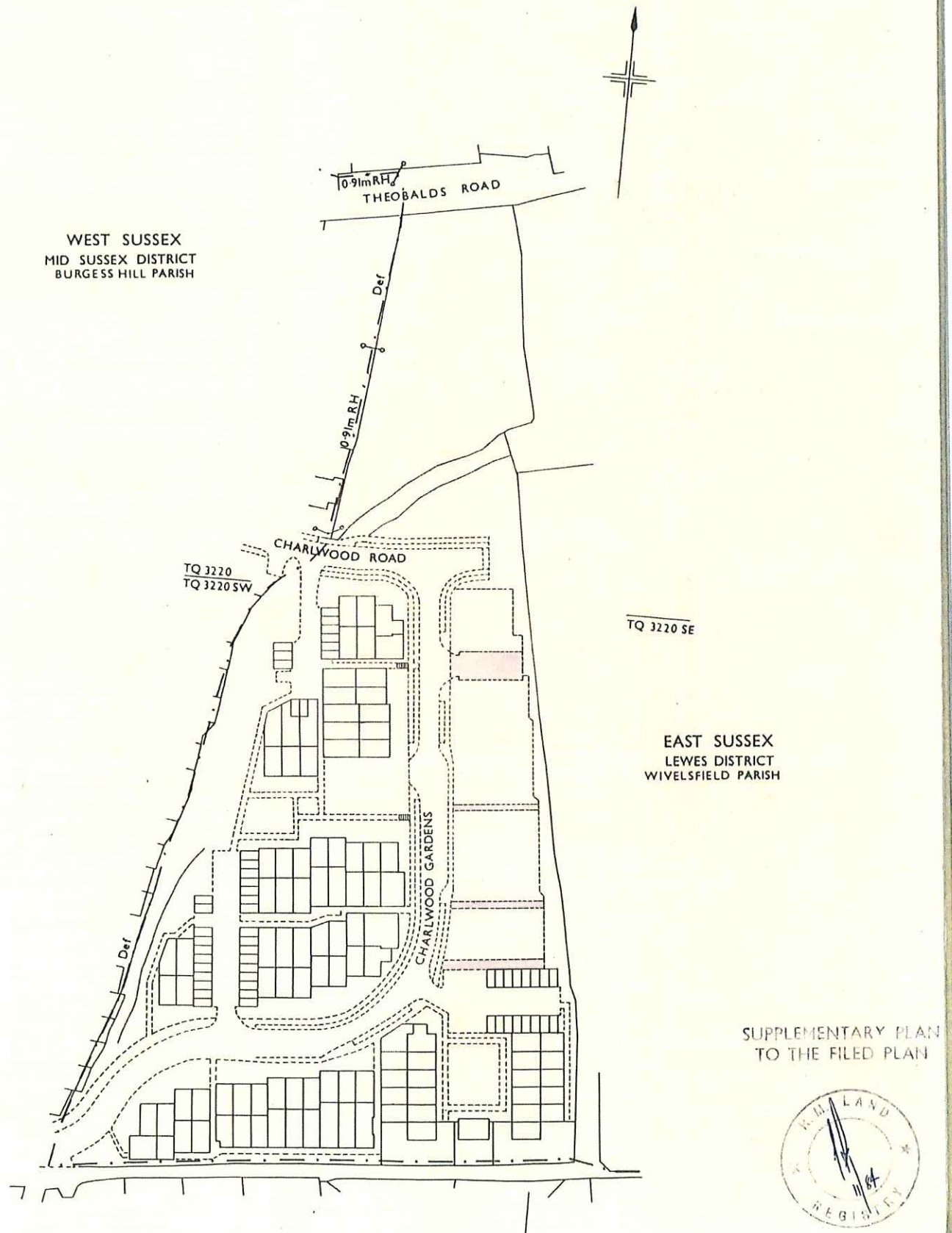
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H.M. LAND REGISTRY		TITLE NUMBER	
		ESX22536	
ORDNANCE SURVEY PLAN REFERENCE	TQ 3220	SECTION Q	Scale 1/1250
COUNTY	DISTRICT	© Crown copyright 1980	



ESX22536

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Sent to Field

Removals from Title

Title No.	Date	Title No.	Date	Title No.	Date	Title No.	Date	Title No.	Date	Title No.	Date
ESX29548	22-2-78	ESX29548	13-2-78	ESX47099	11-9-79(2P)	ESX58715	6-11-80(2P)				
(initial investigation) LM		ESX29769	21-2-78	ESX48499	24-10-79(2P)	ESX60007	19-12-80(2P)				
ESX42820 TP/19	1/19	ESX30525	20-3-78(2P)	ESX48851	2-11-79(2P)	ESX60425	12-1-81(2P)				
Plots 46-55		ESX30644	22-3-78(2P)	ESX49266	14-11-79(2P)	ESX61608	19-2-81				
		ESX31655	24-4-78(2P)	ESX51102	22-1-80(2P)	ESX62924	8-4-81				
ESX47099 TP/112	1/20	ESX31728	26-4-78(2P)	ESX51737	11-2-80(2P)	ESX63079	14-4-81				
Plots 1-32	1/10	ESX32179	10-5-78(2P)	ESX51831	14-2-80(2P)	ESX63372	23-4-81				
Revised to 16/11/79	18/1/80	ESX32352	16-5-78(2P)	ESX52112	25-2-80(2P)	ESX63859	15-5-81				
ESX55043 TP/55	10/1/80	ESX32504	19-5-78(2P)	ESX52209	28-2-80	ESX64559	12-6-81(2P)				
Plots 25, 56-63		ESX32793	21-5-78(2P)	ESX52521	12-3-80	ESX66073	30-6-81(2P)				
Revised to 22-7-80	18/5/80	ESX33145	3-6-78(2P)	ESX52733	20-3-80	ESX65635	20-7-81				
ESX57796 TP/129	1/11/80	ESX33487	19-6-78(2P)	ESX53062	2-4-80(2P)	ESX71323	1-2-82				
Plots 66-76		ESX35406	14-8-78(2P)	ESX55043	20-6-80	ESX102666	5-10-84				
		ESX42820	30-4-79	ESX55177	26-6-80	ESX127573	21-11-84				
		ESX43715	30-5-79	ESX55684	15-7-80	ESX127621	24-11-86				
		ESX44520	20-6-79	ESX56174	4-8-80	ESX129327	1-12-86				
		ESX46336	15-6-79	ESX55463	8-7-80	ESX175431	5-3-1991				
		ESX43108	14-5-79	ESX57642	30-9-80(2P)	ESX175431	5-3-1991				
		ESX45064	6-7-79	ESX57796	3-10-80	ESX47099	16-10-80				
		ESX45717	27-7-79	ESX57844	6-10-80(2P)						
		ESX46371	16-8-79	ESX58789	7-11-80(2P)						

MAP SECTION REFERENCE(S):—

LEGAL BRANCH REQUIREMENTS

References required on new title filed plans for T.P.'s and absolute D.F.L.'s falling within:—

(a) Yellow tinting (b) Blue hatching

(b) So far as affected by:—

No references required (at this stage for):—

Additional notes required on Certificates in Forms C145A and C146A:—

The brown tinting on the filed plan falls outside the title and leads in a westerly direction from the S.W. corner of the land in this title into Valebridge Road.

Additional Notes

Lease Nos. Used

139 Sent

Estate Plans Approved

(All plots)

K.R. Fuller 21/6/77

Rev PI-25, 27-32, 56-63, 66-76 & garages 21/12/79

Rev PI-18, 59-63, 66-76 and garages 21/12/79

P66-76 30/12/80

REV P13-18 & 21/26 26/3/81

Solicitors

Messrs. FITZHUGH, EGGAR & PART

3, PAVILION PARADE

BRIGHTON

BN2 1BY

Ref. 36/PIG/NIP

Telephone BRIGHTON 686811

The electronic official copy of the register follows this message.

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



Official copy of register of title

Title number ESX408380

Edition date 05.04.2022

- This official copy shows the entries on the register of title on 06 MAR 2023 at 11:23:08.
- 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 06 Mar 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, Coventry Office.

A: Property Register

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

EAST SUSSEX : LEWES

- 1 (30.11.1966) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land at Charlwood Gardens, Burgess Hill.
- 2 The land has the benefit of the following rights reserved by the Transfer dated 14 September 1984 referred to in the Charges Register:-

"EXCEPT AND RESERVING to the Vendor

(a) The right to enter upon the land coloured blue on the said plan at any time with or without men plant and machinery within eighty years of the date hereof (which shall be the perpetuity period applicable hereto) and therein at the Vendor's own expense to construct and lay drains channels sewers pipes wires cables watercourses and gutters ("the service installations") and to make connections to the service installations which now exist or shall hereafter (but within such period) be made or exist in upon or under the said land the Vendor causing as little disturbance as possible and making good the surface of the said land after any exercise of the said rights.

(b) The right to the free passage and running of water soil gas electricity and other services through the service installations now existing or made or existing within such period the Vendor paying a fair and proper proportion of the expense from time to time of cleansing maintaining repairing and renewing the same.

(c) The right to enter upon the said land after giving reasonable notice (except in the case of emergency) so far as may be necessary for the purpose of inspecting cleansing maintaining repairing and renewing the service installations the Vendor making good any damage caused to the said land by the exercise of such right of entry".

NOTE:-The land coloured blue referred to is tinted mauve on the title plan.

- 3 (18.11.2020) The land has the benefit of any legal easements granted by a Transfer of the land in this title dated 5 November 2020 made between (1) 85 Sackville Road Limited and (2) Asterisk Special Projects Limited but is subject to any rights that are reserved by the said deed and affect the registered land.

Title number ESX408380

A: Property Register continued

NOTE: Copy 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 (05.04.2022) PROPRIETOR: BLUESKY PROPERTIES ESTATES LIMITED (Co. Regn. No. 12129234) of Winston House, 349 Regents Park Road, London N3 1DH.
- 2 (05.04.2022) The price stated to have been paid on 18 March 2022 was £100.

C: Charges Register

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

- 1 The land is subject to rights of drainage and rights in respect of water gas and electricity supply services.
- 2 The land is subject to rights of entry for the purpose of repairing maintaining painting or rebuilding the property on adjoining land.
- 3 The footpaths are subject to rights of way.
- 4 A Conveyance of the land in this title and other land dated 3 November 1920 and made between (1) Percy Portway Harvey (Vendor) (2) George Smith (Purchaser) contains covenants details of which are set out in the Schedule of restrictive covenants hereto.
- 5 A Conveyance of the land in this title and other land dated 29 March 1926 made between (1) William Fuller (Vendor) and (2) Anne Eliza Savill (Purchaser) contains covenants details of which are set out in the Schedule of restrictive covenants hereto.
- 6 The land is subject to the following rights contained in the Conveyance dated 29 March 1926 referred to above:-

"Subject to all rights of way water light and other easements affecting the same and all other rights of adjoining owners"
- 7 The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 31 August 1966 made between (1) Amy Eleanor Biggs (Vendor) and (2) Stanton Estates Limited (Purchaser):-

"EXCEPT AND RESERVED unto the Vendor the full right and use at all times of the water main passing through or under the said property serving the Vendor's adjoining property shown edged blue on the said plan PROVIDED ALWAYS that if it shall be necessary to alter the position of the said water main in connection with the development of the land hereby Conveyed the Purchaser shall be responsible for all costs and expenses involved in connection with the same and shall not in any event deprive the said adjoining property of the Vendor of a water supply".

NOTE:-The land edged blue referred to is land formerly comprising Oakroyd Farm adjoining the most westerly part of the land comprised in this title.
- 8 The parts of the land affected thereby is subject to the following rights granted by a Deed dated 8 December 1976 made between (1) I. Ross (Estates) Limited (Grantor) and (2) The South Eastern Electricity Board (Board):-

"FULL RIGHT AND LIBERTY for the Board and its successors in title to lay and maintain (which expressions shall without prejudice to the

C: Charges Register continued

generality thereof include to use and from time to time to repair alter relay renew supplement inspect examine test and remove) electric lines (an electric line being a wire or wires conductor or other means used for the purpose of conveying transmitting or distributing electricity with any casing coating covering tube pipe or insulator enclosing surrounding or supporting the same or any part thereof or any apparatus connected therewith for the purpose of conveying transmitting or distributing electricity or electric currents under the land coloured yellow (hereinafter referred to as "the yellow land") on the plan No. CE.125 attached hereto and to break up the surface thereof so far as may be necessary from time to time for all or any of such purposes and also for all or any of such purposes to enter the said Property TO HOLD the said rights and liberties unto the Board fee simple as appurtenant to the Board's undertaking".

This Deed contains the following covenant:-

"THE Grantor to the intent and so as to bind the said Property and every part thereof into whosoever hands the same may come and to benefit and protect the easements hereby granted hereby covenants with the Board not to do or permit or suffer to be done or permitted on or near the yellow land any act which would in any way interfere with or damage any electric line laid by the Board in the exercise of the rights hereby granted nor to alter or permit or suffer to be altered the existing level of nor cover the surface of the yellow land in such a manner as to render access by the Board to any such electric line impracticable or more difficult than when such electric line is first laid in the exercise of the rights hereby granted AND in particular but without prejudice to the generality of the foregoing not to erect any building or structure (except as shown on the said Plan) nor plant any trees within a distance of 1.5 metres of the yellow land PROVIDED ALWAYS and it is hereby agreed and declared that (without prejudice to the proviso to Clause 2 hereof) nothing in the foregoing covenant contained or implied shall prevent the laying of appropriate surfaces on the estate roads and footpaths or on such of them or the yellow lands as comprise or form part of roads or footways after such electric lines have been laid".

NOTE:-The yellow land and land within 1.5 metres thereof is tinted yellow and hatched blue respectively on the title plan in so far as it affect the land in this title.

- 9 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 17 November 1977 made between (1) I. Ross(Estates) Limited and (2) Mid-Sussex Water Company.
This Deed also contains the following covenant by the Grantor.

"1. THE grantor as beneficial owner hereby grants unto the company FULL right and liberty in under or upon the land having a uniform width of ten feet situate on the east side of Valebridge Drive and Chichester Way in that part of Burgess Hill lying in the Parish of Wivelsfield and County of East Sussex (which land is for the purpose of identification only and not by way of limitation or enlargement Coloured red on the said plan) at all times hereafter and from time to time to construct and maintain a line or lines of pipes with or without ducts TOGETHER with all such Valve-boxes hydrant boxes inspection chambers cocks sluices washout valves hydrants stopcocks junctions cables and other apparatus as the company may think fit and installed below at or above ground level and all necessary or convenient markers indicating the position of the said Pipes and other apparatus and at all times hereafter and from time to time to maintain replace inspect enlarge remove and do all other works in connection with and supply water through the said pipes and other apparatus and in connection with the company's water undertaking which the Company shall deem necessary or advisable TOGETHER ALSO with the natural right of support heretofore enjoyed by the said land TO HOLD the said right and liberties unto the company in fee simple for the purpose of its statutory undertaking.

2. THE ownership of all pipes and apparatus laid and installed in pursuance of the rights and liberties hereby granted remains vested in the company.

3. THE company its agents contractors servants and workmen shall be

C: Charges Register continued

entitled to enter upon the adjoining land of the grantor and open up the layoff coloured red on the said plan and to pass and repass with or without vehicles and appliances over and along all adjoining land of the grantor for the purpose of exercising the right and liberties hereby granted.

5. THE grantor to the intent and so as to bind the land coloured red on the said plan into whosoever hands the same may come and to benefit and protect the statutory undertaking of the company or any part or parts thereof hereby covenants with the company at all times hereafter to observe and perform the restrictions and stipulations set out in the Second Schedule hereto.

THE SECOND SCHEDULE

1. The surface of the said land coloured red on the said plan shall not be lowered nor shall the surface thereof be raised by more than one foot above the existing level otherwise than with the consent in writing of the company.

2. Not to do anything which may interfere with the right of support hereby granted.

3. Nothing shall be built erected constructed laid placed or grown in under or upon the land coloured red on the said plan other than objects removable on the demand of the company or shallow rooted plants or crops".

NOTE:-The land coloured red is hatched brown on the title plan in so far as it affects the land in this title.

- 10 The land is subject to the following rights granted by a Transfer of adjoining land dated 14 September 1984 made between (1) I. Ross (Estates) Limited (Vendor) and (2) Dandel Limited (Purchaser):-

"TOGETHER WITH

(1) The free and uninterrupted passage and running of water soil gas and electricity through the sewers drains and watercourses and the gas and electric pipes wires and cables hereinafter referred to as "the Services") which are now or may within eighty years from the date of completion be through on under or over other parts of the Vendor's Charlwood Gardens and Charlwood Road extended Estate ("the Estate") being the land now or formerly Registered within the title above mentioned (insofar as the same serve the Property) jointly or in common with the Vendor and all other person or persons who are now or may hereafter be entitled to connect with or use the services the Purchaser bearing paying and contributing together with such other persons a fair proportion according to the extent to which their respective land is served thereby of the costs of repairing maintaining renewing and cleansing the services and a right of entry on to the other parts of the Estate for the purpose of connecting to repairing maintaining renewing and cleansing the services the Purchaser making good forthwith at its own expense all damage occasioned by such entry.

(2) The right for the Purchaser and its successors in title owner or owners for the time being of the property or of any parts thereof and all persons authorised by it at reasonable times to enter upon the adjoining land of the Estate for the purpose of repairing maintaining painting or rebuilding any future building on the Property the person exercising such right making good at his own expense any disturbance thereby caused.

(3) The right for the Purchaser to construct a footpath four feet wide on the land hatched black on the said plan between the points "C" and "D" and a right for the Purchaser and its successors in title to pass and repass on foot only along the said footpath the Purchaser and its successors in title being responsible for the repair and maintenance of the said footpath and the Vendor contributing a fair proportion according to user of all expenses incurred by the Purchaser in such repair and maintenance".

C: Charges Register continued

NOTE:-The land hatched black and the points C and D referred to are edged blue and lettered A and B on the title plan.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 3 November 1920 referred to in the Charges Register:-

COVENANT by Purchaser with Vendor his heirs or assigns and other owners for the time being of the Vale Bridge Estate that the Purchaser would thenceforth for ever perform and observe conditions and stipulations set forth in the 1st Schedule thereto so far as the same affected or related to land thereby conveyed and further that for the purpose of making covenant on part of Purchaser lastly thereinbefore contained run with and bind the land thereby conveyed the Purchaser his heirs and assigns would cause a recital of or reference to the said stipulations to be inserted in every Indenture of Conveyance or Lease to be made by him or them of the said land or any part thereof.

THE FIRST SCHEDULE referred to

1. No caravan or house on wheels other than poultry houses or other structures to be used in connection with the industries of poultry farming horticulture fruitgrowing or agriculture shall be placed on the property.

2. The property until built upon shall not be used for any purpose other than as farm land garden ground meadow or arable land plant nursery or orchard nor shall any act deed or thing be done thereon or in any building erected thereon which may be an annoyance nuisance damage or disturbance to the Vendor or to the owner or tenant or any other portion of the Valebridge Estate.

3. No building of any kind other than one private dwellinghouse with appropriate offices and outbuildings to be appurtenant thereto and occupied therewith for small holding shall be erected on each frontage plot and no trade or business of any kind shall be carried on upon any part thereof without the Vendor's consent in writing.

4. Each Purchaser shall within three calendar months from the date of his Conveyance erect and forever after maintain good and sufficient fences to the approval of the Vendor's Surveyor along the side or sides of the land purchased by him where the same are marked with a 'T' on the estate plan.

5. The Vendors reserve the right to alter waive all or any of the above stipulations and conditions as to any plot or plots also to vary the laying out of the estate.

6. No building or erection shall be set up less than from the centre of the road in front thereof other than shop plots.

- 2 The following are details of the covenants contained in the Conveyance dated 29 March 1926 referred to in the Charges Register:-

"The Purchaser hereby covenants with the Vendor his heirs and assigns or other the owner or owners of the Valebridge Estate that she the Purchaser will henceforth for ever perform and observe the said restrictions conditions and stipulations and also will not at any time hereafter use or allow to be used the said land hereby conveyed or any part thereof for the trade or manufacture of Brickworks or allow any tiles or bricks to be burnt or made on the said land.

AND further that for the purpose of making the covenant on the part of the Purchaser lastly hereinbefore contained run with and bind the land hereby conveyed the Purchaser her heirs and assigns will cause a recital of or reference to the said stipulations to be inserted in every Indenture of Conveyance or Lease to be made by her of the said land or any part thereof PROVIDED ALWAYS that the said covenant shall only be binding on the Purchaser and such persons as aforesaid during the period of actual ownership but shall run with the land".

Title number ESX408380

Schedule of restrictive covenants continued

NOTE:-The restrictions conditions and stipulations are those contained in the Conveyance dated 3 November 1920 referred to above.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

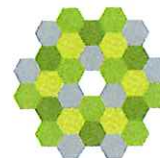
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HM Land Registry Official copy of title plan

Title number **ESX408380**
Ordnance Survey map reference **TQ3220SW**
Scale **1:1250**
Administrative area **East Sussex : Lewes**



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Official copy of register of title

Title number ESX408380

Edition date 05.04.2022

- This official copy shows the entries on the register of title on 05 APR 2024 at 15:16:22.
- 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 05 Apr 2024.
- 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, Coventry Office.

A: Property Register

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

EAST SUSSEX : LEWES

- 1 (30.11.1966) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land at Charlwood Gardens, Burgess Hill.
- 2 The land has the benefit of the following rights reserved by the Transfer dated 14 September 1984 referred to in the Charges Register:-

"EXCEPT AND RESERVING to the Vendor

(a) The right to enter upon the land coloured blue on the said plan at any time with or without men plant and machinery within eighty years of the date hereof (which shall be the perpetuity period applicable hereto) and therein at the Vendor's own expense to construct and lay drains channels sewers pipes wires cables watercourses and gutters ("the service installations") and to make connections to the service installations which now exist or shall hereafter (but within such period) be made or exist in upon or under the said land the Vendor causing as little disturbance as possible and making good the surface of the said land after any exercise of the said rights.

(b) The right to the free passage and running of water soil gas electricity and other services through the service installations now existing or made or existing within such period the Vendor paying a fair and proper proportion of the expense from time to time of cleansing maintaining repairing and renewing the same.

(c) The right to enter upon the said land after giving reasonable notice (except in the case of emergency) so far as may be necessary for the purpose of inspecting cleansing maintaining repairing and renewing the service installations the Vendor making good any damage caused to the said land by the exercise of such right of entry".

NOTE:-The land coloured blue referred to is tinted mauve on the title plan.
- 3 (18.11.2020) The land has the benefit of any legal easements granted by a Transfer of the land in this title dated 5 November 2020 made between (1) 85 Sackville Road Limited and (2) Asterisk Special Projects Limited but is subject to any rights that are reserved by the said deed and affect the registered land.

Title number ESX408380

A: Property Register continued

NOTE: Copy 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 (05.04.2022) PROPRIETOR: BLUESKY PROPERTIES ESTATES LIMITED (Co. Regn. No. 12129234) of Winston House, 349 Regents Park Road, London N3 1DH.
- 2 (05.04.2022) The price stated to have been paid on 18 March 2022 was £100.

C: Charges Register

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

- 1 The land is subject to rights of drainage and rights in respect of water gas and electricity supply services.
- 2 The land is subject to rights of entry for the purpose of repairing maintaining painting or rebuilding the property on adjoining land.
- 3 The footpaths are subject to rights of way.
- 4 A Conveyance of the land in this title and other land dated 3 November 1920 and made between (1) Percy Portway Harvey (Vendor) (2) George Smith (Purchaser) contains covenants details of which are set out in the Schedule of restrictive covenants hereto.
- 5 A Conveyance of the land in this title and other land dated 29 March 1926 made between (1) William Fuller (Vendor) and (2) Anne Eliza Savill (Purchaser) contains covenants details of which are set out in the Schedule of restrictive covenants hereto.
- 6 The land is subject to the following rights contained in the Conveyance dated 29 March 1926 referred to above:-

"Subject to all rights of way water light and other easements affecting the same and all other rights of adjoining owners"
- 7 The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 31 August 1966 made between (1) Amy Eleanor Biggs (Vendor) and (2) Stanton Estates Limited (Purchaser):-

"EXCEPT AND RESERVED unto the Vendor the full right and use at all times of the water main passing through or under the said property serving the Vendor's adjoining property shown edged blue on the said plan PROVIDED ALWAYS that if it shall be necessary to alter the position of the said water main in connection with the development of the land hereby Conveyed the Purchaser shall be responsible for all costs and expenses involved in connection with the same and shall not in any event deprive the said adjoining property of the Vendor of a water supply".

NOTE:-The land edged blue referred to is land formerly comprising Oakroyd Farm adjoining the most westerly part of the land comprised in this title.
- 8 The parts of the land affected thereby is subject to the following rights granted by a Deed dated 8 December 1976 made between (1) I. Ross (Estates) Limited (Grantor) and (2) The South Eastern Electricity Board (Board):-

"FULL RIGHT AND LIBERTY for the Board and its successors in title to lay and maintain (which expressions shall without prejudice to the

C: Charges Register continued

generality thereof include to use and from time to time to repair alter relay renew supplement inspect examine test and remove) electric lines (an electric line being a wire or wires conductor or other means used for the purpose of conveying transmitting or distributing electricity with any casing coating covering tube pipe or insulator enclosing surrounding or supporting the same or any part thereof or any apparatus connected therewith for the purpose of conveying transmitting or distributing electricity or electric currents under the land coloured yellow (hereinafter referred to as "the yellow land") on the plan No. CE.125 attached hereto and to break up the surface thereof so far as may be necessary from time to time for all or any of such purposes and also for all or any of such purposes to enter the said Property TO HOLD the said rights and liberties unto the Board fee simple as appurtenant to the Board's undertaking".

This Deed contains the following covenant:-

"THE Grantor to the intent and so as to bind the said Property and every part thereof into whosoever hands the same may come and to benefit and protect the easements hereby granted hereby covenants with the Board not to do or permit or suffer to be done or permitted on or near the yellow land any act which would in any way interfere with or damage any electric line laid by the Board in the exercise of the rights hereby granted nor to alter or permit or suffer to be altered the existing level of nor cover the surface of the yellow land in such a manner as to render access by the Board to any such electric line impracticable or more difficult than when such electric line is first laid in the exercise of the rights hereby granted AND in particular but without prejudice to the generality of the foregoing not to erect any building or structure (except as shown on the said Plan) nor plant any trees within a distance of 1.5 metres of the yellow land PROVIDED ALWAYS and it is hereby agreed and declared that (without prejudice to the proviso to Clause 2 hereof) nothing in the foregoing covenant contained or implied shall prevent the laying of appropriate surfaces on the estate roads and footpaths or on such of them or the yellow lands as comprise or form part of roads or footways after such electric lines have been laid".

NOTE:-The yellow land and land within 1.5 metres thereof is tinted yellow and hatched blue respectively on the title plan in so far as it affect the land in this title.

- 9 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 17 November 1977 made between (1) I. Ross(Estates) Limited and (2) Mid-Sussex Water Company.
This Deed also contains the following covenant by the Grantor.

"1. THE grantor as beneficial owner hereby grants unto the company FULL right and liberty in under or upon the land having a uniform width of ten feet situate on the east side of Valebridge Drive and Chichester Way in that part of Burgess Hill lying in the Parish of Wivelsfield and County of East Sussex (which land is for the purpose of identification only and not by way of limitation or enlargement Coloured red on the said plan) at all times hereafter and from time to time to construct and maintain a line or lines of pipes with or without ducts TOGETHER with all such Valve-boxes hydrant boxes inspection chambers cocks sluices washout valves hydrants stopcocks junctions cables and other apparatus as the company may think fit and installed below at or above ground level and all necessary or convenient markers indicating the position of the said Pipes and other apparatus and at all times hereafter and from time to time to maintain replace inspect enlarge remove and do all other works in connection with and supply water through the said pipes and other apparatus and in connection with the company's water undertaking which the Company shall deem necessary or advisable TOGETHER ALSO with the natural right of support heretofore enjoyed by the said land TO HOLD the said right and liberties unto the company in fee simple for the purpose of its statutory undertaking.

2. THE ownership of all pipes and apparatus laid and installed in pursuance of the rights and liberties hereby granted remains vested in the company.

3. THE company its agents contractors servants and workmen shall be

C: Charges Register continued

entitled to enter upon the adjoining land of the grantor and open up the layoff coloured red on the said plan and to pass and repass with or without vehicles and appliances over and along all adjoining land of the grantor for the purpose of exercising the right and liberties hereby granted.

5. THE grantor to the intent and so as to bind the land coloured red on the said plan into whosoever hands the same may come and to benefit and protect the statutory undertaking of the company or any part or parts thereof hereby covenants with the company at all times hereafter to observe and perform the restrictions and stipulations set out in the Second Schedule hereto.

THE SECOND SCHEDULE

1. The surface of the said land coloured red on the said plan shall not be lowered nor shall the surface thereof be raised by more than one foot above the existing level otherwise than with the consent in writing of the company.

2. Not to do anything which may interfere with the right of support hereby granted.

3. Nothing shall be built erected constructed laid placed or grown in under or upon the land coloured red on the said plan other than objects removable on the demand of the company or shallow rooted plants or crops".

NOTE:-The land coloured red is hatched brown on the title plan in so far as it affects the land in this title.

10

The land is subject to the following rights granted by a Transfer of adjoining land dated 14 September 1984 made between (1) I. Ross (Estates) Limited (Vendor) and (2) Dandel Limited (Purchaser):-

"TOGETHER WITH

(1) The free and uninterrupted passage and running of water soil gas and electricity through the sewers drains and watercourses and the gas and electric pipes wires and cables hereinafter referred to as "the Services") which are now or may within eighty years from the date of completion be through on under or over other parts of the Vendor's Charlwood Gardens and Charlwood Road extended Estate ("the Estate") being the land now or formerly Registered within the title above mentioned (insofar as the same serve the Property) jointly or in common with the Vendor and all other person or persons who are now or may hereafter be entitled to connect with or use the services the Purchaser bearing paying and contributing together with such other persons a fair proportion according to the extent to which their respective land is served thereby of the costs of repairing maintaining renewing and cleansing the services and a right of entry on to the other parts of the Estate for the purpose of connecting to repairing maintaining renewing and cleansing the services the Purchaser making good forthwith at its own expense all damage occasioned by such entry.

(2) The right for the Purchaser and its successors in title owner or owners for the time being of the property or of any parts thereof and all persons authorised by it at reasonable times to enter upon the adjoining land of the Estate for the purpose of repairing maintaining painting or rebuilding any future building on the Property the person exercising such right making good at his own expense any disturbance thereby caused.

(3) The right for the Purchaser to construct a footpath four feet wide on the land hatched black on the said plan between the points "C" and "D" and a right for the Purchaser and its successors in title to pass and repass on foot only along the said footpath the Purchaser and its successors in title being responsible for the repair and maintenance of the said footpath and the Vendor contributing a fair proportion according to user of all expenses incurred by the Purchaser in such repair and maintenance".

C: Charges Register continued

NOTE:-The land hatched black and the points C and D referred to are edged blue and lettered A and B on the title plan.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 3 November 1920 referred to in the Charges Register:-

COVENANT by Purchaser with Vendor his heirs or assigns and other owners for the time being of the Vale Bridge Estate that the Purchaser would thenceforth for ever perform and observe conditions and stipulations set forth in the 1st Schedule thereto so far as the same affected or related to land thereby conveyed and further that for the purpose of making covenant on part of Purchaser lastly thereinbefore contained run with and bind the land thereby conveyed the Purchaser his heirs and assigns would cause a recital of or reference to the said stipulations to be inserted in every Indenture of Conveyance or Lease to be made by him or them of the said land or any part thereof.

THE FIRST SCHEDULE referred to

1. No caravan or house on wheels other than poultry houses or other structures to be used in connection with the industries of poultry farming horticulture fruitgrowing or agriculture shall be placed on the property.
2. The property until built upon shall not be used for any purpose other than as farm land garden ground meadow or arable land plant nursery or orchard nor shall any act deed or thing be done thereon or in any building erected thereon which may be an annoyance nuisance damage or disturbance to the Vendor or to the owner or tenant or any other portion of the Valebridge Estate.
3. No building of any kind other than one private dwellinghouse with appropriate offices and outbuildings to be appurtenant thereto and occupied therewith for small holding shall be erected on each frontage plot and no trade or business of any kind shall be carried on upon any part thereof without the Vendor's consent in writing.
4. Each Purchaser shall within three calendar months from the date of his Conveyance erect and forever after maintain good and sufficient fences to the approval of the Vendor's Surveyor along the side or sides of the land purchased by him where the same are marked with a 'T' on the estate plan.
5. The Vendors reserve the right to alter waive all or any of the above stipulations and conditions as to any plot or plots also to vary the laying out of the estate.
6. No building or erection shall be set up less than from the centre of the road in front thereof other than shop plots.

- 2 The following are details of the covenants contained in the Conveyance dated 29 March 1926 referred to in the Charges Register:-

"The Purchaser hereby covenants with the Vendor his heirs and assigns or other the owner or owners of the Valebridge Estate that she the Purchaser will henceforth for ever perform and observe the said restrictions conditions and stipulations and also will not at any time hereafter use or allow to be used the said land hereby conveyed or any part thereof for the trade or manufacture of Brickworks or allow any tiles or bricks to be burnt or made on the said land.

AND further that for the purpose of making the covenant on the part of the Purchaser lastly hereinbefore contained run with and bind the land hereby conveyed the Purchaser her heirs and assigns will cause a recital of or reference to the said stipulations to be inserted in every Indenture of Conveyance or Lease to be made by her of the said land or any part thereof PROVIDED ALWAYS that the said covenant shall only be binding on the Purchaser and such persons as aforesaid during the period of actual ownership but shall run with the land".

Title number ESX408380

Schedule of restrictive covenants continued

NOTE:-The restrictions conditions and stipulations are those contained in the Conveyance dated 3 November 1920 referred to above.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

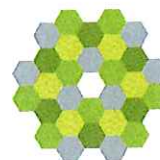
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

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HM Land Registry Official copy of title plan

Title number **ESX408380**
Ordnance Survey map reference **TQ3220SW**
Scale **1:1250**
Administrative area **East Sussex : Lewes**



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