

Title Number : WT34589

This title is dealt with by Land Registry Weymouth Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

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This extract shows information current on 2008-07-05 at 20:13:12 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: WT34589
Address of Property	: 1-36 (inclusive) Applewood Court, Mannington Lane, Lydiard Tregoze, (SN5 7AH)
Price Stated	: Not Available
Registered Owner(s)	: FREEHOLD MANAGERS (NOMINEES) LIMITED (Co. Regn. No. 2686761) of Mount Manor House, 16 The Mount, Guildford, Surrey GU2 5HS.
Lender(s)	: None

Title number WT34589

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 2008-07-05 at 20:13:12. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

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A: Property Register

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

SWINDON

- 1 (24.09.1927) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 1-36 (inclusive) Applewood Court, Mannington Lane, Lydiard Tregoze, (SN5 7AH).
- 2 The land has the benefit of the following rights granted by a Transfer of the land in this title dated 1 June 1981 made between (1) Crouch and Company (Swindon) Limited (Transferor) and (2) Winterbourne Construction Limited (Transferee):-

"TOGETHER ALSO (and so far as the Transferor is legally able to grant the same) the right to connect to any utility services under the remaining land comprised in the title above mentioned (hereinafter called "the retained land")

NOTE: The retained land referred to adjoins the eastern boundary of the land in this title.

- 3 The Transfer dated 1 June 1981 referred to above contains the following provision:-

"IT IS HEREBY DECLARED that there shall be reserved in favour of the Transferor and its successors in title the right of overflow from the septic tank situate on the retained land and the further right for the Transferor and its successors in title with or without workmen to enter the land hereby transferred for the purpose of repairing and maintaining the same the Transferor and its successors in title making good all damage occasioned by the exercise of such right of entry

THE Transferee hereby covenants with the Transferor so as to benefit the retained land to connect the drainage system serving the retained land to the main sewer to be constructed by the Transferee at the same time as the first dwelling house proposed to be erected on the land hereby transferred is connected to the main sewer and thereafter to fill in and demolish the top of the said septic tank the right of overflow from which has been reserved herein and to reinstate the retained land to the reasonable satisfaction of the Transferor all such works to be carried out to the standards laid down by the Local Authority and to its satisfaction and free of all charge to the Transferor and its successors in title PROVIDED ALWAYS that in the event of any sewer constructed by the Transferee under or by virtue of such covenant not being adopted by the appropriate Authority it is hereby agreed and declared that the cost of maintaining the same after constructed shall be shared according to the number or properties enjoying the use thereof."

NOTE: The retained land referred to adjoins the eastern boundary of the land in this title.

- 4 The land has the benefit of the following rights granted by a Deed dated 15 December 1981 made between (1) The Council of the Borough of Thamesdown (the Council) and (2) Winterbourne Construction Limited (the Grantee):-

"The Council of the Borough of Thamesdown of Civic Offices Euclid Street Swindon Wilts (hereinafter called 'the Council') hereby grants unto Winterbourne Construction Limited whose registered office is situate at Belgrave House High Street Wroughton Wilts (hereinafter called 'the Grantee') full right and liberty for the Grantee and its successors in

A: Property Register continued

title the owners and occupiers for the time being of the land comprised in Title Number WT34589 (hereinafter called 'the dominant tenement')

(1) to pass and repass at all times over and across the part of the land comprised in Title Number WT25388 as is shown edged red on the plan annexed hereto for the purpose of going from the estate road to the dominant tenement and vice versa

(2) to lay and construct beneath the part of the land comprised in Title No. WT25388 as is shown edged red on the said plan and thereafter use a surface water sewer (provided that the same shall be laid within the period of eighty years from the date hereof which shall be the perpetuity period applicable hereto) for the passage or conveyance of surface water from the dominant tenement and to connect to the Council's sewer in Road 3 on the said plan and for the purpose of such laying and construction and for ever hereafter repairing and maintaining the said sewer (making good nevertheless at its own expense and to the satisfaction of the Council all damage or disturbance which may be caused thereby to any building or erection on or to the surface of the said land in carrying out such repairs or maintenance) to enter upon the said land shown edged red on the said plan

To connect to and thereafter to use in common with the Council its successors in title and all others having the like right the sewerage system to be constructed by the Council or its successors in title beneath the part of the land now comprised in Title Number WT25388 as is shown edged pink on the said plan (provided that the same shall be constructed within the period of eighty years from the date hereof which shall be the perpetuity period applicable hereto) for the passage or conveyance of sewerage water and soil from the dominant tenement and from Mannington House adjoining the dominant tenement but not for any other purpose whatsoever."

NOTE: The land edged red referred to falling in Title WT25388 is shown hatched blue on the filed plan. Road No 3 referred to runs in a north westernly direction from the road No. A420 and adjoins the western boundaries of the land hatched blue and edged blue on the filed 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 (12.07.1994) PROPRIETOR: FREEHOLD MANAGERS (NOMINEES) LIMITED (Co. Regn. No. 2686761) of Mount Manor House, 16 The Mount, Guildford, Surrey GU2 5HS.
- 2 (12.07.1994) The Transfer to the proprietor contains a covenant to observe and perform the Lessor's covenants in the leases referred to in the Charges register and of indemnity in respect thereof.
- 3 (12.07.1994) RESTRICTION: Except under an order of the registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor of the Debenture dated 31 March 1994 in favour of Bank Julius Baer & Co. Ltd. referred to in the Charges Register.

C: Charges Register

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

- 1 A Transfer of the land in this title and other land dated 22 September 1927 made between (1) Wiltshire County Council (Vendor) and (2) Edward Westby Nunn (Purchaser) contains the following covenants:-

C: Charges Register continued

"AND the Purchaser hereby covenants with the Vendors their successors or assigns but so that such covenant shall so far as possible bind the property hereby transferred and not the Purchaser after he shall have parted therewith that he the Purchaser his heirs and assigns (a) will keep clean and empty the cesspit hereinbefore referred to when required and not to allow the same to overflow or to create a nuisance and will pay reasonable compensation for all damage which he may do to the property of the Vendors or their tenants by the exercise of the right hereinbefore given of entering upon the lands of the Vendors for the purpose of emptying cleansing and repairing the said cesspit and drain."

- 2 The land is subject to the following rights contained in the Transfer dated 22 September 1927 referred to above:-

"Subject to the right of the Vendors and their assigns with surveyors workmen and others to enter on the property hereby transferred whenever it may be necessary for the purpose of repairing renewing enlarging and cleaning the water pipes from the main to other property of the Vendors the position of which pipes is approximately indicated by a green line on the said plan doing thereby no unnecessary damage to the property or the buildings timber trees underwood or crops thereof and making adequate compensation for all damage done or caused to the surface of the said land or the buildings timber trees underwood or crops thereon by the exercise of such liberty."

NOTE: The green line referred to is shown by a blue broken line on the filed plan so far as it affects the land in this title.

- 3 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 31 December 1982 made between (1) McLean Homes South West Limited (Grantor) and (2) The Southern Electricity Board (Board):-

"1. IN consideration of One pound (£1) (the receipt whereof is hereby acknowledged) McLEAN HOMES SOUTH WEST LIMITED of Chatsworth House Bath Road Swindon Wilts SN1 4BP (hereinafter called "the Grantor which expression shall where the context so admits include its successors in title") as beneficial owner HEREBY GRANTS unto THE SOUTHERN ELECTRICITY BOARD of Southern Electricity House Littlewick Green near Maidenhead Berkshire (hereinafter called "the Board) for the purposes of the Board's statutory functions FULL RIGHT AND LIBERTY for the Board their servants workmen and others authorised by them to lay use and thereafter from time to time inspect maintain repair renew replace relay supplement and remove underground electric cables for the transmission and distribution of electricity and the necessary ducts pipes and other apparatus appurtenant thereof (hereinafter referred to as "the electric cables") in and under the land comprised in the titles above mentioned in the position shown (as near as may be) coloured green on the plan bound up within Together with FULL RIGHT AND LIBERTY for the Board their servants workmen and others authorised by them to enter upon the land comprised in the title above mentioned for all or any of the purposes aforesaid and to break up and excavate so much of the said land coloured green as may from time to time be necessary TO HOLD the rights and liberties hereby granted unto the Board in fee simple

2. THE Board hereby covenant with the Grantor as follows:-

(a) that they will make good to the reasonable satisfaction of the Grantor any damage to the land comprised in the title above mentioned or to the buildings trees hedges fences crops or livestock of the Grantor caused by the electric cables or by the laying or use of the electric cables And if for any reason any such damage cannot be made or if the Board so prefer they shall in lieu of making good such damage fully compensate the Grantor therefor

(b) that they will keep the Grantor indemnified against all actions or claims which may be brought or made against the Grantor by reason of any default or neglect on the part of the Board in the exercise of the rights and liberties hereby granted Provided that the Grantor shall as soon as practicable give notice in writing to the Board of any such action claim or demand brought made or threatened against the Grantor under this sub-clause and shall not settle adjust or compromise such action claim or demand without the consent of the Board Provided further that the Board

C: Charges Register continued

may at their own expense settle adjust compromise or take over the conduct of any such action claim or demand in the name of the Grantor and the Grantor shall at the expense of the Board give such information and assistance as the Board may reasonably required."

The said Deed also contains the following covenant by the Grantor:-

"3. THE Grantor with intent to bind the land comprised in the titles above mentioned into whosoever hands the same may come and for the benefit and protection of the Board's statutory electricity undertaking and the electric cables hereby covenants with the Board that the Grantor and those deriving title under it will not at any time hereafter do or permit or suffer to be done anything upon the land comprised in the title above mentioned which may cause damage to the electric cables or interfere with or prevent the free access thereto by the Board PROVIDED THAT the Grantor shall not be liable for a breach of such covenant which may occur on or in respect of the Estate or any part thereof after it shall have parted with its interest in such parts."

NOTE: The land coloured green falling in this title is hatched yellow on the filed plan.

- 4 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 16 March 1983 made between (1) McLean Homes South West Limited and (2) The Southern Electricity Board:-

"1. In consideration of One pound (£1) (the receipt whereof is hereby acknowledged) MCLEAN HOMES SOUTH WEST LIMITED of Crestwood House Birches Rise Willenhall West Midlands (hereinafter called "the Grantor") as beneficial owner HEREBY GRANTS unto THE SOUTHERN ELECTRICITY BOARD of Southern Electricity House Littlewick Green near Maidenhead Berkshire (hereinafter called "the Board") for the benefit of the Board's statutory electricity undertaking FULL RIGHT AND LIBERTY for the Board their servants workmen and others authorised by them to lay use and thereafter from time to time inspect maintain repair renew replace relay supplement and remove low voltage underground electric cables for the transmission and distribution of electricity and the necessary ducts pipes and other apparatus appurtenant thereto (hereinafter referred to as "the electric cables") in positions to be selected by the Board after consultation with the Grantor in and under the land comprised in the title above mentioned (hereinafter called "the Estate") PROVIDED THAT the electric cables shall not be laid under the sites of buildings erected or proposed to be erected by the Grantor on the Estate TOGETHER WITH FULL RIGHT AND LIBERTY for the Board their servants workmen and others authorised by them to enter upon the Estate at all reasonable times for all or any of the purposes aforesaid and to break up and excavate so much of the land as may from time to time be necessary making good and restoring the surface on each occasion TO HOLD the rights and liberties hereby granted unto the Board in fee simple

2. THE Board hereby covenant with the Grantor as follows:-

(a) that they will not obstruct the buildings erected or proposed to be erected by the Grantor on the Estate

(b) that they will make good to the reasonable satisfaction of the Grantor's successors in title as the case may be any damage to the Estate or to the buildings trees hedges or fences of the Grantor or the Grantor's successors in title caused by the laying or use of the electric cables And if for any reason any such damage cannot be made good or if the Board so prefer they shall in lieu of making good such damage fully compensate the Grantor or its successors in title as the case may be therefor

(c) that they will keep the Grantor and its successors in title indemnified against all actions or claims which may be brought or made against the Grantor by reason of any default of neglect on the part of the Board in the exercise of the rights and liberties hereby granted PROVIDED THAT the Grantor or its successors in title as the case may be shall as soon as practicable give notice in writing to the Board of any such action claim or demand brought made or threatened against the Grantor under this sub-clause and shall not settle adjust or compromise such action claim or demand in the name of the Grantor or its successors in title and the Grantor and its successors in title shall at the expense of the Board give

C: Charges Register continued

such information and assistance as the Board may reasonably require

(d) that they will at all reasonable times (i) on request of the Grantor (here meaning the Grantor personally) or any proposed Purchasers of part or parts of the land comprised in the above Title and any other body or person with their permission make available for inspection at the Board's appropriate District Office a plan or plans showing the positions or proposed position of the electric cables and (ii) on request of the successors in title of the Grantor make available for inspection at the Board's appropriate District Office a plan or plans showing the positions of the electric cables (other than cables leading from main distributors)

(e) that in the case of any cables to be laid under any proposed road or way such cables shall be laid at such times as shall be convenient both to the Grantor and to the Board and in such manner as shall not unreasonably interfere with or unreasonably delay the completion of any such road or way or unreasonably increase the cost of constructing the same or prevent or delay the adoption of the same as a public highway maintainable at the public expense

(f) that in exercising the rights hereby granted the Board acknowledges that they do so at their own risk."

The said Deed also contains the following covenant:-

"3. THE Grantor with intent to bind the Estate and each and every part thereof into whosoever hands the same may come and for the benefit and protection of the Board's statutory electricity undertaking and the electric cables HEREBY COVENANTS with the Board that the Grantor and those deriving title under it will not at any time hereafter wilfully do or permit or suffer to be done anything upon the Estate which may cause damage to the electric cables or interfere with or prevent the free access thereto by the Board PROVIDED THAT neither the Grantor nor those deriving title under the Grantor shall be personally liable for a breach of such covenant which may occur on or in respect of the Estate or any part or parts thereof after it or they shall have parted with all interest therein."

5 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.

6 The land is subject to such rights of way over the common accessways, rights to use the casual parking spaces, amenity land and the communal aerial, rights of access and egress, passage and running of water, soil, gas, electricity and other services, entry for maintenance and repair, support, shelter, and protection, passage of air, smoke and fumes through the flues, and such other rights as are granted by the leases specified in the schedule of leases annexed.

7 (12.07.1994) By a Debenture dated 31 March 1994 in favour of Bank Julius Baer & Co. Ltd. the land is charged in equity as security for the moneys therein mentioned.

NOTE: Copy filed under BK190321.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	26.05.1983 1 (part of) 2	27 Applewood Court (Ground floor flat) and parking space 27	06.05.1983 999 years from 24.6.1982	WT42025
2	26.05.1983 3 (part of) 4	31 Applewood Court (Ground floor flat) and parking space 36	09.05.1983 999 years from 24.6.1982	WT42026
3	07.06.1983 5 (part of) : 6	36 Applewood Court (Ground Floor Flat) and parking space 31	11.05.1983 999 years from 24.6.1982	WT42189
4	10.06.1983	34 Applewood Court (First	09.05.1983	WT42189

Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
	7 (part of) 8	floor flat) and parking space 33	999 years from 24.6.1982	
5	14.06.1983 9 (part of) 1	29 Applewood Court (First floor flat) and parking space 29	11.05.1983 999 years from 24.6.1982	WT42227
6	22.06.1983 11 (part of) 12	25 Applewood Court (Ground floor flat) and parking space 25	11.05.1983 999 years from 24.6.1982	WT42309
7	28.06.1983 24 (part of) 5	15 Applewood Court (First floor flat) and parking space 1	16.06.1983 999 years from 24.6.1982	WT42385
8	29.06.1983 13 (part of) 14	21 Applewood Court (Ground floor flat) and parking space 21	06.06.1983 999 years from 24.6.1982	WT42399
9	30.06.1983 15 (part of) 16)	24 Applewood Court (Ground floor flat) and parking space 24	03.06.1983 999 years from 24.6.1982	WT42412
10	06.07.1983 17 (part of) 18)	17 Applewood Court (Ground floor flat) and parking space 2	27.05.1983 999 years from 24.6.1982	WT42469
11	08.07.1983 19 (part of) 2	20 Applewood Court (Ground floor flat) and parking space 17	08.06.1983 999 years from 24.6.1982	WT42489
12	08.07.1983 5 (part of) 21	35 Applewood Court (First floor flat) and parking space 32	13.05.1983 999 years from 24.6.1982	WT42499
13	11.07.1983 11 (part of) 22	26 Applewood Court (First floor flat) and parking space 26	11.05.1983 999 years from 24.6.1982	WT42509
14	13.07.1983 3 (part of) 23	32 Applewood Court (First floor flat) and parking space 35	11.05.1983 999 years from 24.6.1982	WT42548
15	18.07.1983 24 (part of) 25	16 Applewood Court (Ground floor flat) and parking space 9	17.06.1983 999 years from 24.6.1982	WT42574
16	18.07.1983 15 (part of) 26	23 Applewood Court (first floor flat) and parking space 23	27.05.1983 999 years from 24.6.1982	WT42598
17	19.07.1983 27 (part of) 28	14 Applewood Court (First floor flat) and parking space 11	16.06.1983 999 years from 24.6.1982	WT42607
18	19.07.1983 29 (part of) 3	11 Applewood Court (First floor flat) and parking space 15	17.06.1983 999 years from 24.6.1872	WT42608
19	20.07.1983 1 (part of) 31	28 Applewood Court (First floor flat) and parking space 28	11.05.1983 999 years from 24.6.1982	WT42629
20	25.07.1983 27 (part of) 34	13 Applewood Court (Ground floor flat) and parking space 12	17.06.1983 999 years from 24.6.1982	WT42688
21	26.07.1983 33 (part of) 32	10 Applewood Court (First floor flat) and parking space 14	15.06.1983 999 years from 24.6.1982	WT42692
22	29.07.1983 36 (part of) 37	5 Applewood Court (Ground floor flat) and parking space 8	23.06.1983 999 years from 24.6.1982	WT42738

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Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
23	29.07.1983 7 (part of) 35	33 Applewood Court (Ground floor flat) and parking space 34	11.05.1983 999 years from 24.6.1982	WT42739
24	29.07.1983 38 (part of) 39	8 Applewood Court (Ground floor flat) and parking space 5	24.06.1983 999 years from 24.6.1982	WT42740
25	01.08.1983 17 (part of) 4	18 Applewood Court (First floor flat) and parking space 19	17.06.1983 999 years from 24.6.1982	WT42748
26	01.08.1983 33 (part of) 41	9 Applewood Court (Ground floor flat) and parking space 13	17.06.1873 999 years from 24.6.1982	WT42757
27	11.08.1983 42 (part of) 43	3 Applewood Court and parking space 3	27.06.1983 999 years from 24.6.1982	WT42853
28	15.08.1983 45 (part of) 46	2 Applewood Court (First floor flat) and parking space 2	24.06.1983 999 years from 24.6.1982	WT42880
29	15.08.1983 19 (part of) 44	19 Applewood Court (First floor flat) and parking space 18	03.06.1983 999 years from 24.6.1982	WT42891
30	08.09.1983 36 (part of) 47	6 Applewood Court (First floor flat) and parking space 7	27.06.1983 999 years from 24.6.1982	WT43121
31	27.09.1983 9 (part of) 48	30 Applewood Court (Ground floor flat) and parking space 3	13.05.1983 999 years from 24.6.1982	WT43307
32	10.10.1983 38 (part of) 49	7 Applewood Court (first floor flat) and parking space 6	27.06.1983 999 years from 24.6.1982	WT43432
33	02.11.1983 42 (part of) 51	4 Applewood Court (Ground floor flat) and parking space 4	27.06.1983 999 years from 24.6.1982	WT43671
		NOTE: By a Deed dated 2 October 2000 made between (1) Freehold Managers (Nominees) Limited and (2) Jon Wallace Inch and Jayne Inch the terms of the Lease referred to above were varied. (Copy deed filed under WT43671)		
34	02.11.1983 13 (part of) 52	22 Applewood Court (First floor flat) and parking space 22	27.05.1983 999 years from 24.6.1982	WT43672
35	15.12.1983 45 (part of) 53	1 Applewood Court (Ground floor flat) and parking space 1	27.06.1983 999 years from 24.6.1982	WT44123
36	15.06.1984 29 (part of) 54	12 Applewood Court (Ground floor flat) and parking space 16	17.06.1983 999 years from 24.6.1982	WT46024.

End of register