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Official copy of register of title

Title number HP487028

Edition date 19.11.2019

- This official copy shows the entries on the register of title on 07 MAR 2023 at 14:58:58.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 07 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, Weymouth Office.

A: Property Register

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

HAMPSHIRE : WINCHESTER

- 1 (24.08.1994) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Warnford Pond and land lying to the north west of the A32 Warnford and land on the west side of Moorhen Farm, Lippen Lane, Warnford, Southampton SO32 3LB.
- 2 (24.08.1994) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of land adjoining the South Western boundary of the land in this title dated 4 October 1984 made between (1) Rex Chester and others (Vendors) and (2) Hampshire Watercress Limited (Purchaser):-

"together with the rights set out in the Third Schedule hereto but subject to the rights reserved unto the Vendors set out in the Fourth Schedule hereto

THE THIRD SCHEDULE before referred to

The right to the free passage and running of water soil and electricity through those pipes wires cables ducts and other conducting media now serving the property hereby conveyed and any such media replacing the same as may within eighty years from the date hereof be laid in over or under the Vendors' Warnford Estate or any part thereof together with the right at all reasonable time or at any time in the case of emergency to enter the said Estate or any part thereof with all necessary tools and workmen for the purpose of inspecting repairing maintaining relaying and connecting to such pipes wires cables ducts and other conducting media the person exercising such right making good all damage caused to the said Estate

The right (in common with the Vendors) to regulate and control the flow of water through the sluice gate in the River Meon at the point marked 'A' on the said plan in circumstances where regulation of such flow is required to prevent the watercress beds and crops of the Purchaser being damaged by flood storm or adverse water levels

THE FOURTH SCHEDULE before referred to

Rights Reserved

A: Property Register continued

Unto the Vendors and their successors in title the owner or owners from time to time of the Warnford Estate or any part thereof and all persons authorised by them:-

The right to the free passage and running of water soil electricity and gas through such pipes wires cables ducts and other conducting media as are now or may within eighty years from the date hereof be laid in over or under the property hereby conveyed or any part thereof together with the right at all reasonable times or at any time in case of emergency to enter the property hereby conveyed or any part thereof with all necessary tools and workmen for the purpose of inspecting repairing maintaining relaying and connecting to such pipes wires cables ducts and other conducting media the person exercising such right making good all damage caused to the property".

NOTE: The point marked A is reproduced on the title plan.

- 3 (24.08.1994) The land has the benefit of the rights granted by a Deed of Easement dated 23 June 1994 made between (1) Vitacress Salads Limited (2) Lloyds Bank PLC and (3) Rex Chester and others.

NOTE: Copy filed.

- 4 (24.08.1994) The Conveyance dated 4 August 1994 referred to in the Charges Register contains a provision relating to Section 62 of the Law of Property Act 1925.

- 5 (19.11.2019) A Transfer of the land in this title dated 6 November 2019 made between (1) John Christian Francis Winters and Robina Evelyn Winters and (2) I.P.M Personal Pension Trustees Limited contains a provision relating to the creation and/or passing of easements.

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 (19.11.2019) PROPRIETOR: I.P.M. PERSONAL PENSION TRUSTEES LIMITED (Co. Regn. No. 03029085) of Cambridge House Unit B, Campus 6, Caxton Way, Stevenage SG1 2XD.
- 2 (24.08.1994) RESTRICTION: Except under an Order of the Registrar no transfer by the proprietor of the land is to be registered unless a certificate by the transferees solicitor is lodged that the transferee has entered into the covenant required by Paragraph 6 of the Third Schedule to the Conveyance dated 4 August 1994 referred to in the Charges Register.
- 3 (19.11.2019) The price stated to have been paid on 6 November 2019 was £111,210.
- 4 (19.11.2019) The Transfer to the proprietor contains a covenant to observe and perform the covenants in the fourth schedule to the Conveyance dated 4 August 1994 referred to in the Charges Register and of indemnity in respect thereof.
- 5 (19.11.2019) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the property and charges registers of title number HP487028 and of indemnity in respect thereof.

C: Charges Register

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

- 1 (24.08.1994) A Conveyance of the land in this title and other land

C: Charges Register continued

dated 5 December 1935 made between (1) Frank Reginald Hucklesby (Vendor) and (2) Reginald Percy Chester (Purchaser) contains the following covenants:-

"The Purchaser hereby covenants with the Vendor that he will observe and perform the covenant contained in a Conveyance dated the fourth day of December One thousand nine hundred and thirty five and made between Emma Agnes Woods Henry Charles Woods Henry Allan Appleton and Eustace Alpin Marshall of the first part the said Henry Charles Woods of the second part and the Vendor of the third part not to use or permit to be used any part of the said property situate within a radius of One and a half miles of Warnford Park for the purpose of a public landing ground for aircraft or an aerochrome and will at all times keep the Vendor and his estate and effects effectually indemnified against all actions proceedings costs charges claims and demands whatsoever in respect of any future breach of the said covenant but so nevertheless that this covenant shall be binding only upon the Purchaser and the persons deriving title under him during the period of his or their respective ownership of any interest in the land hereby assured".

NOTE: Neither the original or a certified copy of the Conveyance dated 4 December 1935 was produced on first registration.

- 2 (24.08.1994) By the Conveyance dated 5 December 1935 referred to above the land was conveyed subject as follows:-

"Subject to the exception and reservation and rights specified in the Second Schedule hereto

THE SECOND SCHEDULE before referred to

Exception and Reservation of property and rights out of the property hereby conveyed

1. All marked timber and all plantations whether marked or not on the property specified in part one of the said First Schedule hereto and hereby conveyed is excepted out of such property to the Vendor and his successors in title and such property is conveyed subject to and with the benefit of an Agreement dated the 15th day of May 1935 and made between the Vendor of the one part and Bartletts (Launceston) Limited of the other part so far as regards the terms and conditions for felling cutting and removal of such timber and plantations

2. A right for the said Emma Agnes Woods Henry Charles Woods Henry Allan Appleton and Eustace Alpin Marshall to have access at all necessary times to the water sluices at the south west corner of Warnford Road on the road between West Meon and Warnford for the purpose of regulating the flow of water to Warnford Park and beyond and the right to keep the ditches and the said sluices in repair

3. As to the property specified in the first part of the said First Schedule hereto a right for the owners and occupiers of Ordnance Numbers 60, 61, 62 Part 169 Part 170a and 175a in the Parish of Warnford to drain water from Warnford Pond and also to water cattle in Warnford Pond from the drinking place in Ordnance Number 175a".

NOTE 1: Neither the original or a certified copy of the Agreement dated 15 May 1935 was produced on first registration

NOTE 2: The land in this title forms part of the property specified in part one of the First Schedule referred to

NOTE 3: Copy Plan filed.

- 3 (24.08.1994) The Conveyance dated 4 October 1984 referred to in the Property Register contains the following covenant by the Vendor:-

"THE Vendors hereby jointly and severally covenant with the Purchaser and its successors in title the owners from time to time of the property hereby conveyed to observe and perform the stipulations and conditions contained in the Sixth Schedule hereto

THE SIXTH SCHEDULE before referred to

C: Charges Register continued

Covenant by the Vendors

(1) To maintain repair or renew the sluice gate identified by the point 'A' on the said plan the Purchaser contributing one half of the cost of all maintenance repair or renewal carried out by the Vendors with the prior agreement of the Purchaser

(2) Not to regulate or control the said sluice gate so as to adversely affect or prejudice the safety of the cressbeds and crops of the Purchaser"

- 4 (24.08.1994) A Conveyance of the land in this title dated 4 August 1994 made between (1) Rex Chester and others and (2) John Christian Francis Winters and Robina Evelyn Winters contains restrictive covenants.

NOTE: Copy filed.

- 5 (24.08.1994) The land is subject to the rights reserved by the Conveyance dated 4 August 1994 referred to above.

End of register