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Official copy of register of title

Title number HP531036

Edition date 21.09.2006

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- Issued on 05 Nov 2024.
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- 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 : EAST HAMPSHIRE

- 1 (25.02.1997) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at Lower Bordean, Langrish, Petersfield.
- 2 (25.02.1997) The land has the benefit of the following rights reserved by a Conveyance of land adjoining the eastern boundary of the land in this title dated 29 September 1980 made between (1) William Thomas Percival Tyrwhitt Drake (Vendor) and (2) Hugh Toomer and Jennifer Toomer (Purchasers):-

THERE is excepted and reserved out of this Conveyance in fee simple unto the Vendor and his successors in title and other the owners and occupiers for the time being of the Vendor's adjoining land shown coloured pink (Lot 1) green (Lot 2) yellow (Lot 4) and blue (Lot 5) on the said plan the water easement and ancillary rights set out in the Second Schedule hereto.

THE SECOND SCHEDULE

The rights reserved out of this
Conveyance as mentioned in
Clause 5 above

1. The right to passage of water through the underground water pipe or pipes between the point "M" on the annexed plan and the point where such pipe or pipes enters the adjoining land of the Vendor coloured pink as aforesaid in common with the Purchasers and their successors in title such right to be exercised and enjoyed by the Vendor and such persons as are mentioned in Clause 5 above for the benefit of each and every part of the said land coloured pink, green, yellow and blue on the said plan and any and all buildings from time to time erected thereon for all purposes connected with the use and enjoyment thereof

2. The rights of inspecting cleansing repairing maintaining removing replacing and enlarging the said water pipe or pipes and the said meter "M" on the said plan and for any or all such purposes as aforesaid of entering on that part of the Property through or over which the pipe or pipes pass and of doing any necessary work thereon and thereunder

A: Property Register continued

causing as little damage as possible and making reasonable compensation for damage done or caused thereby.

NOTE: The land in this title forms part of the land coloured pink referred to and the point marked M referred to is reproduced 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 (25.02.1997) PROPRIETOR: GERALD LESLIE NICHOLSON and ANN MARSHALL of 1 Robin Close, Alton, Hants, GU34 2JF.
- 2 (25.02.1997) The Conveyance dated 2 February 1981 referred to in the Charges Register contains Purchasers personal covenant(s) details of which are set out in the Schedule of personal covenants hereto.
- 3 (25.02.1997) The Transfer dated 20 December 1996 referred to in the Charges Register contains Vendors and Purchasers personal covenant(s) details of which are set out in the Schedule of personal covenants hereto.
- 4 (25.02.1997) RESTRICTION: No disposition by a sole proprietor of the land (not being a trust corporation) under which capital money arises is to be registered except under an order of the registrar or of the Court.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Conveyance dated 2 February 1981 referred to in the Proprietorship Register:-
 2. THE Purchasers jointly and severally covenant as follows:-
 - (a) with the Vendor and his successors in title the owners and occupiers for the time being of the Vendor's adjoining land edged green yellow and blue on the Plan that they the Purchasers and their successors in title the owners and occupiers for the time being of the land hereby conveyed will (i) at all times maintain and keep the aforesaid water pipe or pipes or any substituted water pipe or pipes lying between points Z and Y in good repair and condition to the satisfaction of the Vendor but rateably with the Vendor the owner for the time being of the land edged yellow green and blue and (ii) will pay to the Local Water Authority on demand at the rate charged from time to time by the Local Water Authority the cost of the water consumed as shown by the meter at Point M on the plan.

NOTE: Copy plan filed.
- 2 The following are details of the personal covenants contained in the Transfer dated 20 December 1996 referred to in the Proprietorship Register:-

"The Transferees jointly and severally covenant with the Transferors and their successors in title and owners and occupiers of the Retained land that they will observe and perform the covenants and conditions referred to herein other than as contained at Clause 2(a) of the Conveyance so far as they are still effective and will indemnify the Transferor against any liability for their future breach or non observance

 3. The Transferor for themselves and their successors in title HEREBY COVENANT with the Transferees that they will indemnify the Transferees and their successors in title against any claims for contribution made under Clause 2 (a) of the Conveyance

Schedule of personal covenants continued

NOTE: The Conveyance referred to is that dated 2 February 1981 referred to in the Charges Register and details of clause 2 (a) referred to are set out above.

C: Charges Register

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

- 1 (25.02.1997) The land is subject to the following rights granted by a Deed of Grant dated 8 April 1964 made between (1) Hilda Florence Wren and Edgar Wren (Grantors) (2) The Agricultural Mortgage Corporation Limited (Mortgagee) and (3) Central Electricity Generating Board (Board):-

The Grantors as Personal Representatives of the Intestate and in exercise of their statutory powers HEREBY GRANT and the Mortgagee as mortgagee and by the direction of the Grantors HEREBY RELEASES unto the Board FULL RIGHT AND LIBERTY for the Board to erect use maintain repair renew inspect and remove the electric lines and works specified in the Schedule hereto (together hereinafter referred to as "the electric lines") on and over the property situate at Langrish and East Meon in Hampshire and known as Lower Bordean Farm which said property is shown on the plan annexed hereto and thereon coloured pink and as incidental to the rights and liberties described FULL RIGHT AND LIBERTY for the Board at their own expense and in a proper and woodmanlike manner to fell or lop from time to time all trees and coppice wood now or hereafter standing on the said property which would if not felled or lopped obstruct or interfere with the construction maintenance or working of the electric lines and also FULL RIGHT AND LIBERTY for the Board and all persons authorised by them from time to time and at all reasonable times hereafter to enter upon the said property for all or any of the purposes aforesaid .

THE SCHEDULE before referred to

SIX twin conductors at least Twenty five feet above ground level for transmitting electricity by three phase current at a frequency of Fifty cycles per second and at a pressure of 400,000 volts together with one earth wire and seven towers and two legs of another tower for supporting the same and the equipment required by the Board in connection therewith the said conductors and towers to be erected in the position approximately indicated by a red line and red circles respectively on the said plan attached hereto.

The said Deed also contains the following restrictive covenants by the Grantor

THE Grantors and the Mortgagee with intent to bind the said property hereinbefore described into whosoever hands the same may come and for the benefit and protection of the Board's undertaking and the electric lines but not so as to incur any personal acts or defaults if and while mortgagee in possession HEREBY COVENANT with the Board that the Grantors and the Mortgagee and those deriving title under them will at all times hereafter observe and perform the following stipulations that is to say:-

(a) That no part of any dwellinghouse building or other erection which may at any time be upon the said property shall be so constructed or placed as to be within Twenty feet of the conductors mentioned in the Schedule hereto when the same are at maximum temperature and/or maximum swing or so as to encroach upon the foundations of the towers mentioned in the said Schedule and that no tree or coppice wood shall at any time hereafter be planted on the said property under the electric lines or within a distance of One hundred and ten feet on either side of route of the electric lines.

(b) That the level of the ground will not in any manner whatsoever be raised above the level thereof existing at the date hereof so as to make the distance between the level of such ground and the lowest conductor at any point of the span less than Twenty five feet at a

C: Charges Register continued

temperature of One thousand and twenty two degrees Fahrenheit".

NOTE: The electric lines referred to as shown by the black dotted line marked ETL on the filed plan. The seven towers referred to do not affect the land in this title.

- 2 (25.02.1997) The land is subject to the following rights granted by a Deed dated 17 November 1975 made between (1) William Thomas Percival Tyrwhitt-Drake (Grantor) and (2) David Alan Young and Maureen Joyce Young (Grantees):-

The Grantor as Beneficial Owner hereby grants unto the Grantees full right and liberty for the Grantees and their successors in title the owners and occupiers of the property known as "Hebberdons" shown on the said plan and thereon edged Green and their respective servants and licencees (in common with the Grantor and all others having the like right) of using the said pipes for the passage or conveyance from and through the property known as Bordean Farm shown on the said plan and thereon edged Red to the property edged Green on the said plan and for that purpose of making and forever hereafter repairing and maintaining all such connections to the said pipes as may be reasonable and proper in that behalf making good nevertheless at their own expense any damage or disturbance which may be caused to the said land edged Red on the plan in relation to such repairs or maintenance TOGETHER WITH the right for the purpose of making and repairing such connections as aforesaid but not for any other purpose whatsoever to enter upon the said land edged Red on the said plan.

NOTE: Copy plan filed.

- 3 (25.02.1997) The land is subject to the following rights granted by a Conveyance of land lying to the west of the land in this title dated 29 September 1980 made between (1) William Thomas Percival Tyrwhitt Drake (Vendor) and (2) Joy Rosalind Sang (Purchaser):-

TOGETHER ALSO WITH the right of passage of water through the underground water pipe or pipes between point M and point P on the plan through the adjoining lands of the Vendor edged Red on the plan (hereinafter called "the Red Land") and edged Brown on the plan (hereinafter called "the Brown Land") in common with the Vendor and his successors in title such right to be exercised and enjoyed by the Purchaser and her successors in title for the benefit of each and every part of the land hereby conveyed and any and all buildings from time to time erected thereon for all purposes in connection with the use and enjoyment thereof TOGETHER ALSO WITH the right of entry with or without employees contractors or others and all necessary tools plant and equipment into and upon the Red Land and the Brown Land for the purposes of inspecting cleansing repairing maintaining removing replacing and enlarging the said water pipe or pipes the person exercising such right taking all possible care and forthwith making good all damage thereby occasioned to the reasonable satisfaction of the Vendor or his successors in title.

NOTE: The land in this title forms part of the red land referred to The Brown land referred to adjoins the eastern boundary of the land in this title. The points marked M and P referred to are reproduced on the filed plan.

- 4 (25.02.1997) The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 2 February 1981 made between (1) William Thomas Percival Tyrwhitt Drake (Vendor) and (2) David Thomas Smith and Barbara Smith (Purchasers):-

EXCEPTING AND RESERVING in fee simple (i) in favour of the Vendor and his successors in title and other the owners and occupiers for the time being of the Vendor's adjoining land edged green yellow and blue on the Plan the right to passage of water through the underground water pipe or pipes between the point where such pipe or pipes enters the land hereby conveyed from the adjoining land edged brown on the Plan and Points M6 and M5 and M5-M2 to where such pipe leaves the property hereby conveyed on the Plan in common with the Purchasers and their successors in title such right to be exercised and enjoyed by the Vendor and such persons aforesaid for the benefit of each and every

C: Charges Register continued

part of the said land edged green yellow and blue and any and all buildings from time to time erected thereon for all purposes in connection with the use and enjoyment thereof Together Also With the rights of inspecting cleansing repairing maintaining removing replacing and enlarging the said water pipe or pipes and the meters shown marked M2 M5 and M6 on the Plan and for any and for all such purposes as aforesaid of entering onto the land hereby conveyed through or over the pipe or pipes pass and of doing any necessary work thereon and thereunder causing as little damage as possible and making reasonable compensation for all damage done or caused thereby and (ii) in favour of the Vendor and his successors in title the owners and occupiers for the time being of all or any part of the Vendor's adjoining land edged green on the plan until such time as the land edged green is sold a right of way Twenty feet wide from time to time and at all times by day and night and for all purposes with or without vehicles of any description and with and without animals from and to the main road (A272) over and across the land shown coloured brown on the Plan subject to the payment of a fair proportion of the expense of maintaining such a right of way.

NOTE: Copy plan filed.

- 5 (25.02.1997) The land is subject to the rights granted by a Deed dated 29 November 1989 made between (1) David Thomas Smith and Barbara Smith (2) Michael Ronald Howe Smith and Jayne Smith (3) the Master Fellows and Scholars of the College of the Holy and Undivided Trinity within the Town and University of Cambridge of King Henry the Eighth's Foundation (4) Clarendon Properties Limited (5) Robert George Kerr Jarman and Susan Jane Jarman (6) The Sussex County Building Society and (7) Barclays Bank Plc and by a supplemental Deed also dated 29 November 1989 made between Barclays Bank Plc (2) the Master Fellows and Scholars of the College of the Holy and Undivided Trinity within the Town and University of Cambridge of King Henry the Eighth's Foundation (3) Clarendon Properties Limited and (4) Robert George Kerr Jarman and Susan Jane Jarman.

NOTE: Original filed under HP359304.

- 6 (25.02.1997) The land is subject to the following rights reserved by a Transfer of the land in this title dated 20 December 1996 made between (1) David Thomas Smith and Barbara Smith (Transferor) and (2) Gerald Leslie Nicholson and Ann Marshall:-

"EXCEPTING AND RESERVING in fee simple in favour of the Transferors and their successors in title and other owners and occupiers for the time being of the land retained to the Transferors out of the Conveyance and shown coloured green on the plan attached (hereinafter called 'the Retained Land') a right to the passage of water through the underground water pipe or pipes running under the Property between the points marked 'A' and 'B' in common with all others entitled to a like right and together with the rights of inspecting cleansing repairing maintaining removing replacing and enlarging the said water pipe or pipes and for all or any such purpose as aforesaid of entering onto the Property and of doing any necessary work thereon and in connection with the covenants in that behalf contained in Clause 2 (a) of the Conveyance the Transferor causing as little damage as possible and making good any damage caused in exercise of these rights to the reasonable satisfaction of the Transferee".

NOTE: The retained Land referred to adjoins the western boundary of the land in this title and the points marked A and B referred to are reproduced on the filed plan.

End of register