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Official copy of register of title

Title number SH29710

Edition date 17.01.2011

- This official copy shows the entries on the register of title on 15 OCT 2025 at 20:31:08.
- 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 15 Oct 2025.
- 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 : EAST HAMPSHIRE

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land on the west side of Woodberry Lane, Rowland's Castle.
- 2 The land in this title has the benefit of the following rights reserved by a Conveyance of land adjoining part of the North Western boundary of the land in this title dated 23 April 1979 made between (1) Robert John Viall and others (Vendors) and (2) Peter Howard Madden and Jessie Elizabeth Madden (Purchasers):-

"EXCEPT AND RESERVING unto the Vendors all such rights of way and support drainage and all such quasi easements and other rights in the nature of easements including rights of light as are now enjoyed over the land hereby conveyed or any part thereof by the Vendors or those deriving title through or under them for the benefit of their adjoining land known as Mays Coppice Farm which is retained by the Vendors and each and every part thereof and all such rights as aforesaid as would have been so enjoyed had the properties been in separate ownership."
- 3 The Conveyance dated 23 April 1979 referred to above contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED between the parties hereto that the Purchasers and their successors in title shall not by virtue of this Conveyance acquire any right of light or air which would prejudice the free use and enjoyment of any adjoining land of the Vendors or their successors in title or those deriving title through or under them being the person or persons for the time being entitled to the adjoining and neighbouring land retained by the Vendors for building or any other purposes and that enjoyment of light or air had by the Purchasers or their successors in title from or over the said adjoining or neighbouring land shall be deemed to be had upon licence by the consent (hereby given) of the Vendors."
- 4 (26.06.2009) The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the land in this title and other land dated 2 June 2009 made between (1) David Richard Llewellyn Evans, Elsie Irene Rutland and Michael James Atwell and (2) First Strata Limited.

A: Property Register continued

NOTE: Copy filed under SH29232.

- 5 (26.06.2009) The Transfer dated 2 June 2009 referred to above contains provisions as to light or air and boundary structures.
- 6 (26.06.2009) The Transfer dated 2 June 2009 referred to above contains a provision relating to the creation of easements as therein mentioned.
- 7 (10.09.2009) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 17 July 2009 referred to in the Charges Register.

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 (17.01.2011) PROPRIETOR: TURNOAK PROPERTIES LIMITED (Co. Regn. No. 3432380) of 56 Clarence Parade, Southsea, Portsmouth PO5 2HX.
- 2 (17.01.2011) The price stated to have been paid on 7 January 2011 was £40,000.

C: Charges Register

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

- 1 As to the land in this title a Deed dated 31 January 1899 made between (1) Edward Chester and James Flower (2) Cornelius John Park (3) George Clifton Sherrard and Edward Chester and (4) Edward Ransome Allen and William Clarkson Allen contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 2 A Conveyance of the land in this title and other land dated 10 October 1984 made between (1) Richard Charles Kirby and others (First Vendors) (2) Lynton Stuart White (Second Vendor) (3) Michael William Hartley and (4) John Murray Chadwick and Diana Mary Chadwick (Purchasers) contains the following covenants:-

"THE Purchasers HEREBY JOINTLY AND SEVERALLY COVENANT with the First Vendors to the intent that the burden of this covenant may run with and bind the Property and each and every part thereof into whosoever hands the same may come and to the intent that the benefit thereof may be annexed to and run with the Retained Land and each and every part thereof to observe the covenants and stipulations contained in the Sixth Schedule hereto

THE SIXTH SCHEDULE

Purchaser's Covenants

1. Not to do or permit or suffer to be done any matter or thing which might be or become a nuisance or damage or cause inconvenience to the First Vendors their respective successors in title or those deriving title through or under them or such successors respectively provided that no reasonable agricultural or forestry operations carried out in a reasonable and responsible manner and so as to cause as little inconvenience and disturbance as possible shall be deemed a breach of this covenant
2. Not to obstruct or permit or suffer to be obstructed any Service Media through under or across Lots 3 4 and the remainder of NG No. 6900 comprised in Lot 1 and serving the Retained Land or any right of way or other rights or liberty reserved for the benefit of the Retained Land

C: Charges Register continued

3. Not to do or permit or suffer to be done or permitted any act or default upon the Property or any part thereof which would prevent the enjoyment of the rights excepted and reserved for the benefit of the Retained Land or any part thereof."

3 The land is subject to the following rights reserved by the Conveyance dated 10 October 1984 referred to above:-

"EXCEPT AND RESERVING unto the First Vendors in fee simple for the benefit of the First Vendors' adjoining property described in Part I of the Second Schedule hereto ("the Retained Land") and each and every part thereof the rights specified in the Fourth Schedule hereto and EXCEPTING AND RESERVING unto the First Vendors in fee simple for the benefit of the First Vendors adjoining property described in Part II of the Second Schedule hereto ("Mays Coppice Farmhouse") and each and every part thereof the rights specified in the Fifth Schedule hereto

THE FOURTH SCHEDULE

Rights reserved for the Retained Land

Part I

1. Any right of light or air which would prejudicially affect the user of the Retained Land or any part thereof for building or development or any other purpose from time to time and for the avoidance of doubt it is hereby declared that the Purchasers and their successors in title shall not become entitled to any such rights for the benefit of the land hereby conveyed and that enjoyment of light or air from time to time by the Purchasers or their successors in title or those deriving title through or under them from or over the Retained Land shall be deemed to be had upon licence by the consent (hereby given) of the First Vendors

2. All such rights of support and drainage and all such quasi-easements easements and other rights in the nature of easements including rights of light as are now enjoyed over the Property or any part thereof by the First Vendors or those deriving title through or under them for the benefit of the Retained Land or any part thereof and each and every part thereof and all such rights as aforesaid as would have been so enjoyed had the Property been in separate ownership from the Retained Land or any part thereof and each and every part thereof and all such rights as aforesaid as would have been so enjoyed had the Property been in separate ownership from the Retained Land

3. Subject to full compliance by the First Vendors and their successors in title with the provisions of Part II of this Schedule:-

(a) the right to unimpeded passage of water and surface water drainage coming off or to come off and from all or any part or parts of the Retained Land and/or all or any buildings or structures built or to be built within the Perpetuity Period thereon through and by all or any of the Service Media which now exist or shall hereafter during the Perpetuity Period be laid or exist in or upon or under any part of Lots 3 4 and the remainder of NG No. 6900 comprised in Lot 1 and the right to lay new Service Media and to connect to existing Service Media

(b) the right to all minerals in beneath or upon the Property and rights of entry and to carry out works from time to time to exploit the same for the benefit of the First Vendors and their successors in title so far as they shall reasonably require during the Perpetuity Period

(c) full right and liberty from time to time and at all reasonable hours to enter upon Lots 3 4 and the remainder of NG No. 6900 comprised in Lot 1 or any part thereof so far as may be necessary for any part thereof so far as may be necessary or reasonably required for the purpose of inspecting cleansing repairing replacing maintaining constructing developing or altering or renewing the Retained Land or any building or structure situate thereon or any Service Media now or

C: Charges Register continued

within the Perpetuity Period situate on Lots 3 4 and the remainder NG No. 6900 comprised in Lot 1 and serving the Retained Land or any part thereof and to lay new Service Media and connect up with the existing Service Media and such rights of entry and re-entry thereon or any part thereof with or without workmen vehicles machinery and equipment as shall be reasonably required or necessary for the proper enjoyment and enforcement of all and any of the rights to be excepted and reserved as aforesaid whether express or implied the person or persons exercising such rights making good in a reasonable manner any damage or disturbance to the Property caused by such entry

Part II

1. The condition of the land affected shall be set out in a Record of Condition to be prepared at the First Vendors' expense and agreed between the Purchasers (which expression shall include their successors in title) and the First Vendors (which expression shall include their successors in title) before any works begin
2. In the case of new Service Media or connecting to existing Service Media the land upon which such works are carried out shall not exceed 21 feet in width across the line of the trench unless expressly agreed on site by both parties and confirmed in writing within 48 hours
3. No road side hedge or fences shall be unavoidably damaged and any such damage shall be made good to the reasonable satisfaction of the Purchasers
4. All working areas shall be marked off with temporary fencing which shall be maintained until the land in question has been reinstated
5. Where new Service Media are to be laid underneath hedges the ground beneath such hedges wherever possible shall be bored through to avoid disturbance of the hedges themselves
6. Whenever any farm roadway is obstructed by any excavations or otherwise consequent upon such works the First Vendors shall provide adequate temporary bridging or alternative means of passing and repassing to the reasonable satisfaction of the Purchasers
7. The First Vendors shall use all reasonable endeavours not to destroy damage or disturb or permit to be destroyed damaged or disturbed any underground cables pipes or wires on land belonging to the Purchasers and shall make good to the reasonable satisfaction of the Purchasers any such damage caused thereto
8. The First Vendors shall cause all new Service Media or connections to existing Service Media to be laid and made at a depth of not less than one metre below the surface of the Purchasers' land
9. The First Vendors shall reinstate to a condition reasonably satisfactory to the Purchasers or their agent all roadways and driveways belonging to the Purchasers which may have been damaged during the execution of any such works but so that the Purchasers shall not require such roads to be put into a condition superior to that in which they stood before such works began as evidence by the Record of Condition
10. The First Vendors shall reinstate such parts of the land belonging to the Purchasers as shall have been disturbed by any such work or access thereto to the reasonable satisfaction of the Purchasers to the condition in which the same stood immediately before such works began as evidenced by the Record of Condition
11. The First Vendors shall keep the top soil and the sub soil during excavation separate so that the top soil shall be left in a loose friable and working condition on top to the same depth as that immediately before the works began
12. The First Vendors shall pay to the Purchasers reasonable compensation for loss of crops during the year or years during which such works are carried out together with reasonable legal expenses and

C: Charges Register continued

reasonable surveyor's fees in connection with ascertaining the same and shall pay in addition extra costs incurred by the Purchasers in cultivation of all land disturbed following reinstatement

13. In the event of a dispute arising out of the provisions of this Schedule or the interpretation thereof or any matters in connection therewith such dispute shall be referred to arbitration pursuant to the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force of a single arbitrator to be appointed should the parties fail to agree by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party

THE FIFTH SCHEDULE

Rights reserved for Mays Coppice Farmhouse

1. Full and free right and liberty to the free passage and running of water soil gas electricity telephone and other supply services (if any) through all sewers drains watercourses water electric gas telephone pipes wires cables and conduits and any other like apparatus which are now or may at any time within the Perpetuity Period be in under over or upon the Property or any part or parts thereof and also EXCEPTING AND RESERVING the full and free right and liberty to enter the Property or any part or parts thereof at all times in the daytime only on prior appointment being made (except in the case of an emergency when no appointment shall be necessary) for the purposes of constructing laying inspecting maintaining repairing renewing cleaning replacing and connecting up to the same the person or persons exercising such rights causing as little damage as possible and at their own expense making good any damage or disturbance thereby caused

2.

NOTE 1: The retained land referred to is known as Clarke's Dell. The land in this title forms part of Lots 1, 3 and 4 referred to above

4 (26.06.2009) The Transfer dated 2 June 2009 referred to in the Property Register contains the grant of a rentcharge as therein mentioned.

5 (10.09.2009) A Transfer of the land in this title dated 17 July 2009 made between (1) Barkway Land Limited and (2) Allied Investment Management Limited contains restrictive covenants.

NOTE: Copy filed.

End of register