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Official copy of register of title

Title number WSX266086

Edition date 20.09.2006

- This official copy shows the entries on the register of title on 21 JUL 2021 at 15:44:35.
- 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 21 Jul 2021.
- 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, Durham Office.

A: Property Register

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

WEST SUSSEX : ARUN

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land adjoining 69 The Causeway, Pagham, Bognor Regis, P021 4PQ).
- 2 The Transfer dated 7 September 1959 referred to in the Charges Register contains a provision as to light or air.
- 3 The Transfer dated 21 October 1964 referred to in the Charges Register contains the following provision:-

"It is hereby agreed and declared that the Transferee and the persons deriving title under it shall not by implication prescription or otherwise become entitled to any right of light or air or otherwise which would restrict or interfere with the free use of any adjoining or neighbouring land belonging to the Transferor for building or other purposes."

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 (20.08.2002) PROPRIETOR: WALTER KEET and JEAN ANN KEET of Norwood Farm Lodge, Old Common Road, Cobham Surrey KT11 1BT.
- 2 (20.08.2002) The price stated to have been paid on 31 July 2002 was £2,500.
- 3 (20.08.2002) A Transfer of the land in this title dated 31 July 2002 made between (1) Kenbridge Limited (Transferor) and (2) Walter Keet and Jean Ann Keet contains Transferees personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

Schedule of personal covenants

Title number WSX266086

- 1 The following are details of the personal covenants contained in the Transfer dated 31 July 2002 referred to in the Proprietorship Register:-

"The Transferees for themselves and their successors in title hereby jointly and severally covenant with the Transferor for the benefit of the Transferors Estate to the intent and so as to bind the land hereby transferred into whosever hands the same may come but so as not to render the Transferees liable for any breach of covenant which may occur after they have parted with all interest in the land hereby transferred that they the Transferees will observe and perform the stipulations and restrictions set out hereunder

The Transferees shall at all times hereafter (to the extent permitted by the Highway Authority and/or Local Planning Authority) maintain good and sufficient boundary walls and/or fences to the reasonable satisfaction of the Transferor along the boundaries of the said Property marked with a "T" on the said Plan."

NOTE: The "T" markings referred to above have been reproduced on the filed plan.

C: Charges Register

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

- 1 A Transfer dated 7 January 1937 made between (1) William Arthur Thornton (Vendor) by the direction of Eric James Bridgwater and Walter Henry Bridgwater and (2) Henty and Constable (Brewers) Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Transfer of the land in this title and other land dated 21 December 1938 made between (1) William Arthur Thornton (Vendor) and (2) Eric James Bridgwater and Walter Henry Bridgwater (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 A Transfer of the land in this title and other land dated 16 August 1939 made between (1) Eric James Bridgwater and Walter Henry Bridgwater (Vendors) and (2) Southern Consolidated Estates Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 A Transfer of the land in this title and other land dated 7 September 1959 made between (1) Southern Consolidated Estates Limited and (2) Pagham Consolidated Estates Limited contains and reserves rights.

NOTE: Original filed under SX36884.

- 5 By a Deed dated 2 October 1963 made between (1) Rolf Thornton Ferro and (2) Pagham Consolidated Estates Limited the covenants contained in the Transfers dated 7 January 1937 and 21 December 1938 referred to above were expressed to be released.

NOTE: Copy filed under SX58098.

- 6 The land is subject to the following rights reserved by a Transfer of the land in this title dated 21 October 1964 made between (1) Pagham Consolidated Estates Limited and (Transferor) and (2) Kenbridge Limited (Transferee):-

"Excepted and reserved unto the Transferor and its successors in title in fee simple the right as incident to the ownership or occupation of any adjoining or neighbouring land of the Transferor of passing and repassing at all times and for all purposes with or without vehicles over and along such part of the roadway known as The Parade Pagham aforesaid as is comprised in the premises hereby transferred and also of connecting to and using all pipes sewers wires cables and drains now or within twenty-one years from the date hereof to be made or laid in or under the land hereby transferred or any part thereof and also the free and uninterrupted passage or running of water and soil gas and electricity to and from every part of the Transferor's adjoining and neighbouring land with power at any time on giving previous notice in writing to enter upon the said land to make lay repair cleanse and

C: Charges Register continued

maintain any pipes sewers wires cables and drains so that the person or persons so entering shall make good all damage occasioned thereby."

- 7 By a Deed dated 20 September 1965 made between (1) Rolf Thornton Ferro (Personal Representative) and (2) Kenbridge Limited (Company) the covenants contained in the Transfer dated 21 December 1938 referred to above were expressed to be released. Details of the release are set out in the schedule of restrictive covenants hereto.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 7 January 1937 referred to in the Charges Register:-

"The Vendor and the said Eric James Bridgwater and Walter Henry Bridgwater for themselves and the person or persons deriving title under them respectively and to the intent that this covenant shall be binding on the property hereinafter mentioned into whosoever hand the same may come but not so as to render the Vendor or the said Eric James Bridgwater and Walter Henry Bridgwater personally liable in damages for any breach thereof committed after he or they or each of them respectively shall have parted with their interest in the land in respect of which such breach shall occur hereby covenant with the Purchasers that they will not erect or allow to be erected any licensed premises on any other part of the Barton Farm Estate at Pagham of which the premises sold form part comprised in Titles Nod. SX3239, SX3361, SX3362, SX3363, SX3364, SX3365, SX3366, SX3367, SX3368, SX3369, SX4734 and SX4761 and in such part of Title P59910 as lies to the north east ward of the line A - B marked on the plan annexed hereto."

NOTE: Copy plan filed under SX5564.

- 2 The following are details of the covenants contained in the Transfer dated 21 December 1938 mentioned in the Charges Register:-

"The Purchasers for themselves and the person or persons deriving title under them hereby covenant with the Vendor for the benefit of the remainder of the land comprised in Titles Nos. SX3239, SX3361, SX3362SX3363 and P59910 and of other unregistered lands of the Vendor in the parishes of Pagham Sidlesham and Selsey in the County of Sussex and so that this covenant shall run with the land and bind all persons into whosoever hands the same may come but not as to any restrictive covenant and stipulation of a negative character so as to make him or them personally liable after he or they shall have parted with possession of the land or any part thereof in respect of which the breach shall occur that the Purchasers and the person or persons deriving title under them shall henceforth observe and perform the restrictions and stipulations set out in the First Schedule hereto And it is hereby declared that the Vendor reserves the right to sell or dispose of any land forming part of his said lands for the benefit of which this covenant is made either subject to or free from the said restrictions and stipulations or to vary same and also the right to waive vary or release the same in respect of any portion of the land hereby transferred

THE SCHEDULE above referred to

1. THAT the said land shall be used and occupied only for the erection of properties appearing as private dwellinghouses at a minimum net cost in respect of each such house in materials and labour of construction only of £500 upon any portion of the land hereby transferred but this clause shall not affect the portions of the Estate which are scheduled by the Local Authority for the erection of shops.

2. THAT no clay earth gravel or shingle shall be dug or excavated except such as may be necessary for the construction of roads and for laying the foundations of the houses to be erected thereof and for laying out ornamental gardens or tennis courts.

3. ALL buildings to be erected on the said land shall be substantial permanent buildings built of brick stone or concrete and the main roofs thereon shall be constructed with tiles thatch or slates but this

Schedule of restrictive covenants continued

stipulation may be varied with the written permission of the Vendor or his Surveyors

4. THE Vendor reserves the right in respect of any portion of his estate for the time being remaining unsold or in respect of any portion of the property hereby transferred whether conveyed to the Purchasers or any other person or not to vary or withdraw all or any of the above mentioned stipulations and to lay out and otherwise deal with and portion of his said estate for the time being remaining unsold."

- 3 The following are details of the covenants contained in the Transfer dated 16 August 1939 referred to in the Charges Register:-

"The Purchaser hereby further covenants with the Vendors and those deriving title under them for the benefit of the lands in The Parade remaining vested in the Vendors will not carry on or permit to be carried on upon any part of the land upon which business premises are permitted the trades or business of a dairyman, garage proprietor or petrol station."

- 4 The following are details of the terms of the release contained in the Deed dated 20 September 1965 referred to in the Charges Register:-

"The Personal Representative as personal representative of the Covenantor for himself and his successors in title hereby releases and discharges the Company and its successors in title hereby releases and discharges the Company and its successors in title to the registered land and each and every part thereof from the obligations of the said covenant AND ALSO from all actions costs expenses damages claims and demands whatsoever at Law and in Equity for or by reason or on account of the said covenant or any past breach or breaches thereof or for or by reason of any act matter or thing in anywise relating thereto."

End of register