

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



# Official copy of register of title

Title number BK213702

Edition date 30.05.2019

- This official copy shows the entries on the register of title on 16 MAY 2024 at 12:22:57.
- 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 16 May 2024.
- 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, Gloucester Office.

## A: Property Register

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

WOKINGHAM

- 1 (19.01.1973) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 26 Ilfracombe Way, Lower Earley, Reading (RG6 3AQ).
- 2 The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 28 October 1983 referred to in the Charges Register.

NOTE: There are excluded from the registration the sewers cables wires drains pipes gutters street lighting and columns and any equipment of statutory or local authorities laid or to be laid on under or over the land in this title excepted and reserved and retained by the said Transfer dated 28 October 1983.

- 3 The Transfer dated 28 October 1983 referred to above contains a provision as to boundary structures.

## 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 (01.03.2002) PROPRIETOR: GARY HILTON of 26 Ilfracombe Way, Lower Earley, Reading, Berks RG6 3AQ.
- 2 A Transfer dated 18 January 1980 made between (1) J A Pye (Oxford) Limited and (2) Abbey Homesteads (Developments) Limited contains Vendors personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 3 (01.03.2002) The price stated to have been paid on 7 February 2002 was £143,000.
- 4 (01.03.2002) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register

## B: Proprietorship Register continued

and of indemnity in respect thereof.

- 5 (30.05.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 21 May 2019 in favour of The Mortgage Works (UK) PLC referred to in the Charges Register.

## Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 18 January 1980 referred to in the Proprietorship Register:-

The Vendor hereby covenants with the Purchaser

(i) To perform all the obligations on its part contained in clauses 2 3 4 7 8 and 19 (the Purchaser hereby covenanting not to make any claim or demand such as is referred to in Clause 3 of the Section 16 Agreement) of the Section 16 Agreement and Clauses 13 (b) 15 16 and 17 of the Water Agreement and in the Temporary Water Agreements so far as the same affect or relate to the property hereby transferred except that in connection with clause 4 of the Temporary Water Agreements it will ensure that the number of residential units completed and occupied on the balance of the land referred to as Pye land in that Agreement will not exceed 133 units until the condition contained in that said Clause 4 has been satisfied and to save harmless and keep the Purchaser indemnified against any liability whatsoever arising under the said Clauses

(ii) To provide or procure the provision of the Infrastructure Works as and when necessary and to indemnify the Purchaser against all expense and liability in respect of the provision thereof and to indemnify the Purchaser against all expense and liability under the Section 40 Agreement provided that the covenants herein to indemnify the Purchaser shall not extend to any expense or liability occasioned by any act or default of the Purchaser its agents employees Sub Contractors or persons under the Purchaser's control

In this Transfer the following expressions shall mean

(a) "The Section 16 Agreement" and Agreement dated Fourth July one thousand nine hundred and seventy seven and made between Bovis Homes Southern Limited (Bovis) the Vendors and Wokingham District and Berkshire County Council and other parties as therein mentioned

(b) "The Water Agreement" an Agreement dated Fourth July one thousand nine hundred and seventy seven and made between Thames Water Authority Bovis the Vendor and the other parties as therein mentioned

(c) "The Temporary Water Agreements" an Agreement dated Fourth July one thousand nine hundred and seventy seven and made between Bovis Homes Southern Limited the Vendor and other parties as therein mentioned and an Agreement dated Fifth October one thousand nine hundred and seventy nine and made between Thames Water Authority and the Vendor

(d) .....

(e) "The Section 40 Agreement" an Agreement dated Sixteenth October one thousand nine hundred and seventy nine under the provisions of inter alia Section 40 of the Highways Act 1959 and Section 18 of the Public Health Act 1936

(f) "The Infrastructure Works"

(i) The road sections shown on the attached road plan A-B-F-H-C

(ii) The foul and surface water sewers serving the land hereby transferred as referred to in the Water Agreement and shown on plans numbered ASR 104/204E and hereby transferred and into which the Purchaser can require a connection to be made.

## Schedule of personal covenants continued

NOTE: No "Road Plan" referred to above was attached to the Transfer.

### C: Charges Register

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

- 1 A Deed of Grant dated 4 July 1977 made between (1) Bovis Homes Southern Limited (2) J A Pye (Oxford) Limited (3) Lombard North Central Limited (4) North British New Homes Limited and (5) Westdeutsche Landesbank Girozentrale relates to rights of way.

*NOTE: Copy filed under BK119113.*

- 2 An Agreement dated 4 July 1977 made between (1) Bovis Homes Southern Limited (2) J A Pye (Oxford) Limited (3) Lombard North Central Limited (4) North British New Homes Limited and (5) Westdeutsche Landesbank Girozentrale relates to water supplies.

*NOTE: Copy filed under BK119113.*

- 3 An Agreement dated 4 July 1977 made between (1) Bovis Homes Southern Limited and the several parties as therein mentioned of the other nine parts relates to the development of land.

*NOTE: Copy filed under BK119113.*

- 4 An Agreement dated 4 July 1977 made between (1) Thames Water Authority and the several parties as therein mentioned relates to sewerage facilities.

*NOTE: Copy filed under BK119113.*

- 5 A Deed dated 14 May 1979 made between (1) J A Pye (Oxford) Limited (Grantor) and (2) The Southern Electricity Board contains provisions in the following terms:-

"FULL RIGHT AND LIBERTY for the Board their servants workmen and others authorised by them to erect lay use and thereafter from time to time inspect maintain repair renew replace re-erect relay and remove overhead electric lines and underground cables and works (or any part thereof) specified in the Schedule hereto (together hereinafter referred to as "the electric lines and/or the electric cables" as the case may be) on and over and in and under the land comprised in the title above mentioned (hereinafter called "the Land") along the routes shown (as near as may be) on the plan annexed hereto by red and blue lines in respect of the electric lines and by a broken blue line (representing a thirteen feet (13') wide easement) in respect of the electric cables together with FULL RIGHT AND LIBERTY for the Board their servants workmen and others authorised by them and at the Boards own expense and in a proper and woodmanlike manner to fell lop or cut from time to time all trees coppice wood and hedges now or hereafter standing on the land which would if not felled lopped or cut as the case may be obstruct or interfere with the construction maintenance or working of the electric lines and together also with FULL RIGHT AND LIBERTY for the Board their servants workmen and others authorised by them from time to time and at all reasonable times hereafter with or without vehicles plant and equipment to enter upon the land for all or any of the purposes aforesaid

THE SCHEDULE before referred to

A. Six (6) twin conductors for transmitting electricity by 3 phase current at a frequency of 50 cycles per second and at a pressure of 132,00 volts together with one (1) earth wire and five (5) towers for supporting the same (including the necessary foundations and bases) and the equipment required by the Board in connection therewith the said conductors and towers being erected in the position approximately indicated by a red line and red circles respectively on the said plan annexed hereto

B. ....

## C: Charges Register continued

C. One (1) three core cable at a depth of three feet (3 ft) for transmitting electricity by 3 phase current at a frequency of 50 cycles per second and at a pressure of 33,000 volts with other supplementary cables of lower or higher voltage together with ancillary equipment in an easement having a width of thirteen feet (13 ft) or thereabouts along the route approximately indicated by a broken blue line on the said plan annexed hereto."

NOTE: The land in this title forms part of the land referred to; the red line referred to is shown by a red broken on the filed plan in so far as it affects; the broken blue line, red circles and blue line referred to do not affect the land in this title

The said Deed also contains the following covenants

"THE Grantor with intent to bind the land into whosoever hands the same may come and for the benefit and protection of the Boards undertaking and the electric lines and the electric cables HEREBY COVENANTS with the Board that the Grantor and those deriving title under it 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 land shall be so constructed or placed as to be within twelve feet (12ft) of the conductors mentioned in Paragraphs A and B of the Second Schedule hereto when the same are at maximum temperature and/or maximum swing and no trees shrub or underwood which may at any time be planted upon the land shall be allowed to grow so as to be or come when falling within twelve feet (12ft) of the said conductors when the same are at maximum temperature and/or maximum swing

(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 of the electric lines at any point of the span less than twenty two feet (22ft) in the case of the conductors mentioned in Paragraph A of the Schedule and less than seventeen feet (17ft) in the case of the conductors mentioned in Paragraph B of the Schedule

(c) Not at any time hereafter to do or permit or suffer to be done upon the land any act or thing which may cause damage to the electric lines or interfere with or obstruct the free access thereto by the Board

(d) That nothing shall be done or suffered to be done upon the land forming the site of the electric cables mentioned in Paragraph C of the Schedule hereto which may in any way interfere with or damage the electric cables or the Boards access thereto and without prejudice to the generality of the foregoing that no building or other erection shall be constructed and no trees shall be planted over or within Twelve feet (12ft) on either side of the centre of the route of the electric cables or in such a position that the foundations of the building will be within Twelve feet (12ft) on either side of the centre of the route of the electric cables

(e) The ground cover over the route of the electric cables mentioned in Paragraph C of the Schedule hereto will not in any way be altered

(f) That no excavations exceeding one foot six inches (1ft 6ins) deep over the route of the electric cables mentioned in Paragraph C of the Schedule hereto will be carried out without a representative of the Board being in attendance."

6 An Agreement dated 5 October 1979 made between (1) Thames Water Authority and (2) Bovis Homes Southern Limited relates to water supplies.

NOTE: Copy filed under BK119113.

7 A Transfer of the land in this title dated 28 October 1983 made between (1) Abbey Homestead (Developments) Limited and (2) Stephen Paul Whiteside and Barbara Ellen Whiteside contains restrictive covenants.

Title number BK213702

## C: Charges Register continued

*NOTE: Original filed.*

8 (30.05.2019) REGISTERED CHARGE dated 21 May 2019.

9 (30.05.2019) Proprietor: THE MORTGAGE WORKS (UK) PLC (Co. Regn. No. 2222856) of Nationwide House, Pipers Way, Swindon SN38 1NW.

End of register