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Official copy of register of title

Title number NT184534

Edition date 09.10.2003

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- Issued on 19 Jan 2009.
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- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Nottingham (East) Office.

A: Property Register

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

NOTTINGHAMSHIRE : RUSHCLIFFE

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 9 Mickleborough Way, West Bridgford, (NG2 7HF).
- 2 There are excluded from this registration of the land in this title the mines and minerals excepted by a Conveyance thereof and other land dated 31 July 1935 made between (1) Percy Robert Clifton (Vendor) (2) John Arthur Wellesley O'Neill Torrens and others and (3) The Wilford Brick Company Limited (Company) in the following terms and the land is also subject to the following ancillary powers of working:-

"EXCEPT NEVERTHELESS AND RESERVING In fee simple unto the Vendor and those claiming under him ALL mines and seams of coal ironstone fireclay and other mineral substances lying at a greater depth than thirty yards from the surface of the London and North Eastern Railway Line adjoining the said property hereby conveyed within and under the said property hereby conveyed with power for the Vendor his heirs successors in title appointees and assigns and persons firms or companies claiming under or authorised by him or them to search for win work get and carry away the said mines and minerals and mineral substances and also any mines minerals and mineral substances now or hereafter belonging to the Vendor and his heirs successors in title or persons deriving title under him or them respectively lying within and under any adjacent or neighbouring lands but as to the excepted mines and minerals under the said property hereby conveyed by underground workings and operations only and to use make or grant any wayleaves in or through the same and without leaving vertical or lateral support to the land or any buildings or works for the time being thereon but subject nevertheless to the persons firms or Companies actually exercising and working under or by virtue of any of the powers aforesaid making good any damage (other than mere subsidence unaccompanied by actual damage) occasioned to the said land or any buildings or works for the time being thereon or paying adequate compensation for any such injury or damage (other than as aforesaid) to the Company or persons deriving title under them any question with regard to such reparation or

A: Property Register continued

the amount of such compensation in case of dispute to be settled by an Arbitrator to be agreed upon between the parties or in case of their not being able to agree upon an Arbitrator then by two Arbitrators one to be appointed by each part or their Umpire under and subject to the Arbitration Act 1889 or any Statutory Re-enactment or modification thereof AND subject also as to the seams of coal under the said property hereby conveyed to the provisions of a Mining Lease granted to the Clifton Colliery Company Limited dated the twentyfourth day of January One thousand nine hundred and twenty seven and made between the Vendor of the one part and The Clifton Colliery Company Limited of the other part TOGETHER nevertheless with the benefit of the Lessee's covenants therein contained so far as they relate to the surface of the said property hereby conveyed and the buildings thereon but not including the right to require pillars of coal to be left unworked for the support of any building or erection which may hereafter be erected or built upon the surface of the land hereby conveyed which excluded right (notwithstanding the sale of the surface) is reserved to the Vendor and his successors in title and assigns and the Company and their successors in title shall not be entitled to call upon the Vendor or his successors in title or assigns to exercise such excluded right or in any way to interfere with his or their exercise thereof".

NOTE: No copy of the Mining Lease dated 24 January 1927 referred to was supplied on first registration.

- 3 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of other land dated 6 December 1983 made between (1) Bovis Homes Limited and (2) Wimpey Homes Holdings Limited:-

"TOGETHER WITH the benefit of the rights set forth in the First Schedule hereto in common with the Vendor and all others who now have or may hereafter have the like rights EXCEPTING AND RESERVING for the benefit of the remainder of the land and each and every part thereof comprised in Title Number NT126560 (hereinafter called "the Retained Land") the rights set forth in the Second Schedule hereto

THE FIRST SCHEDULE hereinbefore referred to

(Rights granted)

There is hereby granted for the benefit of the said land the rights at all times and for all purposes in common with the Vendor and all persons entitled thereto as follows:

.....

b. The free and uninterrupted right of connection to and passage and running of water and soil gas electricity and other services into and through the service installations (including all drains channels sewers pipes wires cables watercourses and other conducting media whatsoever) now constructed or to be constructed in or under the Retained Land or any part thereof together with a right to enter onto the Retained Land with or without workmen materials and appliances at all reasonable times upon giving reasonable notice (except in the case of emergency) for the Purposes of laying constructing connecting and inspecting relaying cleansing renewing replacing enlarging repairing maintaining and using such service installations subject to the person exercising such rights doing as little damage as possible and making good any damage thereby occasioned and subject to the Purchaser paying a due and proportionate part of the expense of keeping the said service installations in good repair and condition until such time as the same are maintainable at the public expense

c. The right to erect up to the boundary of the Retained Land any dwelling or dwellings erected or to be erected on the said land and the right of support from the Retained Land for the walls and buildings of the said dwelling or dwellings and the right to have and erect the foundations eaves roofs chimneys verges gutters windows downspouts flues and any other such projections of the said dwelling or dwellings overhanging or underlying the Retained Land together with full rights to enter upon the Retained land with or without workmen materials and appliances at all reasonable times (except in the case of emergency) for the purposes of

A: Property Register continued

erecting a dwelling or dwellings on the said Land and of inspecting repairing maintaining replacing and painting such aforesaid projections and the side walls of such dwelling or dwellings and the boundary walls and fences of the said Land (if any) the Purchaser or other person exercising such rights doing as little damage as possible and making good any damage thereby occasioned PROVIDED ALWAYS that none of the rights hereinbefore granted shall apply to or be exercised over any land comprising an electricity sub-station site or similar installation

THE SECOND SCHEDULE hereinbefore referred to

(Exceptions and Reservations)

There is excepted and always reserved unto the Vendor and its successors in title and the owners and occupiers from time to time of the Retained Land as follows:

a. To go pass and repass with or without cars or other vehicles or on foot only (as appropriate) over and along the roads and footpaths and verges now constructed or to be constructed on the said land and intended to become highways maintainable at the public expense the person exercising such right doing as little damage as possible and making good any damage thereby occasioned

b. The free and uninterrupted right of passage and running of water and soil gas electricity and other services into and through the service installations now constructed or to be constructed in or under the said Land or any part thereof together with a right to enter onto the said Land with or without workmen materials and appliances at all reasonable times upon giving reasonable notice (except in the case of emergency) for the purpose of laying constructing connecting to inspecting relaying cleansing renewing replacing enlarging repairing removing maintaining and using the same the person exercising such rights doing as little damage as possible and making good any damage thereby occasioned and subject to the Vendor paying a due and proportionate part of the expense of keeping such service installations in good repair and condition until such time as the same are maintainable at the public expense

c. The right to erect up to the boundary of the said land any dwelling or dwellings erected or to be erected on the Retained Land and the right of support from the said land for the walls and buildings of the said dwelling or dwellings and the right to have and erect foundations eaves roofs chimneys verges gutters windows downspouts flues and any other such projections of the said dwelling or dwellings overhanging or underlying the said land together with full rights to enter upon the said land with or without workmen materials and appliances at all reasonable times upon giving reasonable notice (except in the case of emergency) for the purposes of erecting a dwelling or dwellings on the Retained Land and of inspecting repairing maintaining replacing and painting such aforesaid projections and side walls of such dwelling or dwellings and the boundary walls and fences of the Retained Land the person exercising such rights doing as little damage as possible making good any damage thereby occasioned.

NOTE: The said land referred to is the land in Title No. NT162804.

- 4 The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 13 December 1985 referred to in the Charges Register.
- 5 The Transfer dated 13 December 1985 referred to above contains provisions as to light or air and 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 (09.10.2003) PROPRIETOR: DAVID JOHN HOWDLE of 9 Mickleborough Way, West

B: Proprietorship Register continued

Bridgford, Nottingham NG2 7HF and ANDREW DAVID HOWDLE of 3 Kilvert Close, Edgmond, Newport TF10 8LH and MARTIN JOHN HOWDLE of 3 Meeting House Close, East Leake, Nottingham LE12 6HY.

- 2 (09.10.2003) 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.

C: Charges Register

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

- 1 The land is subject to rights of drainage and rights in respect of water, gas, electricity and other supply services.
- 2 A Conveyance of the land comprising the site of the South Notts Hussar Public House dated 12 March 1956 made between (1) The Arthur Short Estates Company Limited (Vendors) and (2) James Shipstone and Sons Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 A Deed dated 23 December 1980 made between (1) Arthur Short Plant Limited (in Receivership) (Purchaser) (2) The Wilford Brick Company Limited (in liquidation) (First Company) and (3) Shell U.K. Limited (Vendor) 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 27 June 1983 made between (1) Greater Nottingham Co-operative Society Limited (Society) and (2) Bovis Homes Limited (Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 The land is subject to the following rights granted by a Deed dated 18 September 1984 made between (1) J.S. Bloor Limited (Grantee) and (2) Bovis Homes Limited (Grantor):-

"The Grantor as beneficial owner hereby:

.....

2. Hereby grant unto the Grantee and its successors in title to the land delineated and edged Red on the said plan and every part thereof the following easements over the land of the Grantor the title to which is registered at Land Registry under Title Number NT126560 (hereinafter called "the Grantor's land") namely:

(i) to make connections to and to use and maintain with all necessary sight lines and rights of entry subject to giving prior notice and to making good all damage occasioned thereby all roads sewers and services within the period of 21 years from the date hereof laid in over or under the Grantor's land.

.....".

NOTE: The land edged red referred to lies some distance to the North of the land in this title.

- 6 A Transfer of the land in this title dated 13 December 1985 made between (1) Bovis Homes Limited and (2) Christopher Robin Nowicki and Colette Nowicki contains restrictive covenants.

NOTE: Copy in Certificate.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 12 March 1956 referred to in the Charges Register:-

THE VENDORS for themselves and the persons deriving title under them hereby further covenant with the Purchasers and with the object and intent of binding such remaining part or parts of the adjoining or neighbouring

Schedule of restrictive covenants continued

land forming their Wilford Hills Estate as is at the date hereof still vested in them (but excluding from such remaining part or parts and from the operation of this present covenant all such part or parts as

(i) At the date hereof they had entered into contracts to sell

(ii) At the date hereby they had entered or may hereafter enter into Agreements with builders for the erection thereon and sale of private dwellinghouses and

(iii) As may be compulsorily acquired by any Authority competent in that behalf and not hereby conveyed into whosoever hands the same may come and for the benefit of the said land that they the Vendors and the persons deriving title under them owner or owners for the time being of such remaining part or parts forming their Wilford Hills Estate as aforesaid will not at any time hereafter use or (subject as hereinafter provided) permit the use of any such remaining part or parts (but excluding as aforesaid) not hereby conveyed or any building or erection at any time hereafter to be erected thereon as a Public House Inn Club (other than a Club not registered or licensed for the sale of intoxicating liquor) or Beer Shop or for the sale of beer wines spirits or any intoxicating liquors other than as regards spirits medicinal surgical or pharmaceutical spirits Provided that the Vendors shall not be liable for any breach of this covenant occurring on or in respect of such remaining part or parts as is next hereinafter mentioned or any building or erection at any time hereafter to be erected thereon after the Vendors shall have parted with all interest in possession in the part or parts on or in respect of which the breach occurs.

NOTE: The land in this title forms part of the Vendor's Wilford Hills Estate referred to.

2 The following are details of the covenants contained in the Deed dated 23 December 1980 referred to in the Charges Register:-

"The Purchaser hereby covenants on behalf of itself and its successors in title for the benefit of land of the Vendor known as Wilford Hill Filling Station Loughborough Road Nottingham and each and every part thereof into whosoever hands the same may come that the Purchaser will not for the period of ten years from the date hereof use the land outlined in blue on the Plan annexed hereto for the sale of petroleum products

The First Company hereby covenants on behalf of itself and its successors in title for the benefit of land of the Vendor known as Wilford Hill Filling Station, Loughborough Road, Nottingham and each and every part thereof into whosoever hands the same may come that the First Company will not for the period of ten years from the date hereof use the land hatched blue on the Plan annexed hereto for the sale of petroleum products".

NOTE: The land in this title forms part of the land outlined in blue referred to.

3 The following are details of the covenants contained in the Transfer dated 27 June 1983 referred to in the Charges Register:-

"THE FOURTH SCHEDULE hereinbefore referred to

(Restrictive Covenants imposed on the Transferee)

1. Not to use or permit or suffer to be used or permitted The Land or any part or parts thereof for the carrying on of any retail trade or retail business PROVIDED that this clause shall not prevent (subject to the appropriate consents being obtained) the Transferee from erecting on The Land or part thereof and thereafter using a retail shop not exceeding an overall floor area of 2,000 square feet and or a Public House.

.....

THE Transferee (with the object and intent of affording to the Society a full and sufficient indemnity but not further or otherwise) hereby covenants with the Society that it the Transferee and its successors in Title will henceforth duly observe and perform the covenants conditions

Schedule of restrictive covenants continued

and stipulations contained mentioned or referred to in the Charges Register of the Title above mentioned and will indemnify and keep indemnified the Vendor and its successors from and against all actions costs claims and demands in respect of any future breach non-observance or non-performance thereof so far as aforesaid so far only as the same now relate affect the property hereby transferred and are still subsisting and capable of taking effect".

End of register

