

HM Land Registry



## Official copy of register of title

Title number WT313165

Edition date 20.09.2018

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- Issued on 10 Nov 2020.
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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.

SWINDON

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 52 and 58-98 (evens) Cassini Drive, Swindon (SN25 2JY).
- 2 The Transfer dated 5 February 1999 referred to in the Charges Register contains the following provision:-  
  
"It is hereby agreed and declared that neither the Transferor nor his successors in title shall be under any obligation or restriction in respect of the disposal or use of the Retained Land or any part thereof and the Transferee and its successors in title shall not be entitled to any right of light or air which would in any way unreasonably diminish the free and uninterrupted use of the Retained Land whether for building or any other purpose."  
  
NOTE: The Retained Land referred to lies to the south east, south and south west of the land in this title.
- 3 (25.11.2013) 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 dated 23 December 2011 made between (1) Taylor Wimpey UK Limited and (2) E & J Ground Rents NO4 LLP.

*NOTE: Copy filed.*

### 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 (20.09.2018) PROPRIETOR: E&J 101 LIMITED (Co. Regn. No. 07458395) of Prospect Place, Moorside Road, Winchester SO23 7RX.
- 2 (20.09.2018) The price stated to have been paid on 15 June 2018 was £30,380.

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# C: Charges Register

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

1 The land is subject to the following rights granted by a Conveyance of land lying to the south of the land in this title dated 8 May 1987 made between (1) Douglas William Clifford (Vendor) and (2) Wimpey Homes Holdings Limited (Purchaser):-

"TOGETHER WITH the rights and liberties for the Purchaser and its successors in title the owners and occupiers from time to time of the Property and each and every part thereof and all persons authorised by them set out in Part I of the Schedule hereto

## THE SCHEDULE

### PART I

#### Rights granted with the property

1. To the free and uninterrupted passage and running of water soil gas and electricity through the sewers drains watercourses pipes wires and cables which are now or may within the period of eighty years hereafter (which shall be the perpetuity period applicable hereto) be in on or under the Retained Land or the Agricultural Land

2. To enter onto the Retained Land and the Agricultural Land with or without workmen materials or equipment for the purposes of inspecting maintaining repairing renewing constructing (within the said period of eighty years) and altering and making connections to such sewers drains watercourses pipes wires and cables PROVIDED that the person exercising such rights shall cause as little inconvenience as possible to the Vendor and make good any physical damage thereby caused

.....

4. At all times hereafter and for all purposes to pass and repass with or without vehicles over the Retained Land and any roads constructed (within the said period of eighty years) on the Option Property."

NOTE: The land in this title forms part of the Agricultural Land referred to and part of the Option Property referred to. The Retained Land referred to does not affect the land in this title

2 The land is subject to the following rights reserved by a Transfer of the land in this title and other land dated 5 February 1999 made between (1) Douglas William Clifford (Transferor) and (2) Westbury Homes (Holdings) Limited (Transferee):-

"There is reserved out of this transfer for the benefit of the Transferor's retained land shown edged blue on Plan Number 2 annexed hereto ("the Retained Land") or such part thereof as shall require the same a right of way over the Property for agricultural purposes along such route as shall from time to time be designated by the Transferee acting reasonably Provided always that:

3.1 the Transferee may vary the route of the said right of way should this be necessary or desirable in connection with the future development of the Property and/or neighbouring or adjoining lands (including varying such route over land other than the Property but in which case subject to the Transferee granting or procuring the grant of an agricultural right of way over such other land)

3.2 such right shall be exercised in such a way as not unreasonably to prevent inhibit or interfere with the future development of the Property and/or such neighbouring or adjoining lands

3.3 such right shall terminate when the part of the Retained Land requiring the same shall have been developed or disposed of by the Transferor for the purposes of development."

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## C: Charges Register continued

NOTE: The Retained Land referred to lies to the south east, south and south west of the land in this title.

- 3 The land is subject to the rights granted by a Deed dated 16 June 2000 made between (1) The Swindon Borough Council (2) Crest Estates Limited (3) Wimpey Homes Holdings Limited (4) Westbury Homes (Holdings) Limited (5) Bryant Homes Southern Limited (6) McLagan Investments Limited and (7) McLean Homes (South West) Limited.

NOTE: Copy filed under WT68709.

- 4 An Agreement dated 13 September 2001 made between (1) Douglas William Clifford (2) Crest Estates Limited (3) Wimpey Homes Holdings Limited (4) Westbury Homes (Holdings) Limited (5) Bryant Homes Southern Limited (6) McLagan Investments Limited (7) McLean Homes South West Limited (8) J S Bloor (Swindon) Limited and (9) North Swindon Development Company Limited provides for the grant and release of easements as therein mentioned.

NOTE: Copy filed under WT68709.

- 5 A Transfer of Area H10 Haydon III dated 29 October 2002 made between (1) George Wimpey UK Limited, Westbury Homes (Holdings) Limited and Bryant Homes Southern Limited (Transferors) and (2) Wilson Connolly Limited contains the following covenants by the Transferors:-

"The Transferor covenants with the Transferee for the benefit and protection of of the Property and so as to bind the Main Site into whosoever hands the same may come to observe and perform in respect of the Main Site the Transferor's Covenants.

13.1.17 "The Transferor's Covenants" means:-

a. not to permit or suffer to be done on the Main Site anything (other than reasonable building operations) which may be or become a nuisance danger detriment inconvenience or annoyance to the Transferee or the owners or occupiers for the time being of the Property

b. to cause as little disturbance and damage as reasonably possible to the Property in the exercise of the easements and rights granted in respect of the same and to make good forthwith all physical damage so caused

c. to pay a fair and proper proportion according to user of the cost of repairing and maintaining the Service Media and/or Service Installations over in on or under the Property and serving the Main Site until (if at all) they are adopted as maintainable at the public expense or become vested in a local authority statutory undertaker or utility company

NOTE: Definitions

"The Property" is the land in title WT215512

"The Main Site" is the land in this title and the remainder of the land in title WT198136

"Service Authority" means any authority company corporation body or undertaking (whether statutory or otherwise) responsible for any Service Media Service Installations and/or the supply of Services

"Service Installations" means pumping stations other pumping apparatus lagoons balancing ponds electricity sub-stations gas governor kiosks and other similar facilities

"Service Media" means sewers drains rising mains culverts watercourses ditches mains channels pipes wires cables flues and all other transmission media and associated plan equipment and apparatus and including associated manholes inspection chambers headwalls fixings louvres cowls and other covers

"Services" means the supply of water electricity gas telephone television and telecommunication services and other relevant services

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## C: Charges Register continued

and the disposal of foul and surface water.

- 6 A Transfer of Areas H8a and b Haydon III dated 12 November 2002 made between (1) George Wimpey UK Limited Westbury Homes (Holdings) Limited and Bryant Homes Southern Limited and (2) Bryant Homes Limited contains covenants by the Transferor which are identical with those contained in the Transfer dated 29 October 2002 referred to above.
- 7 A Transfer of Area H1A South, Area H1B South and Area H18C dated 30 June 2003 made between (1) George Wimpey UK Limited and others (Transferor) and (2) Barratt Homes Limited (Transferee) contains covenants by the Transferor which are identical with those contained in the Transfer dated 29 October 2002 referred to above.
- 8 A Transfer of Area H11A lying to the north of the land in this title dated 31 October 2003 made between (1) George Wimpey UK Limited and others (Transferor) and (2) Sarsen Housing Association Limited (Transferee) contains covenants by the Transferor which are identical with those contained in the Transfer dated 29 October 2002 referred to above.
- 9 A Transfer of Area H14 lying to the north of the land in this title dated 19 November 2003 made between (1) George Wimpey UK Limited and others (Transferors) and (2) Taylor Woodrow Developments Limited (Transferee) contains covenants by the Transferor which are identical with those contained in the Transfer dated 22 October 2002 referred to above.
- 10 A Transfer of the land in this title dated 19 May 2004 made between (1) Westbury Homes (Holdings) Limited (Transferor) and (2) George Wimpey UK Limited (Transferee) contains the following covenants:-
- "13.4.2 The Transferee covenants with the Transferor for the benefit and protection of the Main Site and so as to bind the Property into whosoever hands the same may come to observe and perform in respect of the Property the Transferee's Covenants.
- 13.1.16 the Transferee's Covenants" means
- a. not to permit or suffer to be done on the Property anything (other than reasonable building operations) which may be or become an actionable nuisance danger detriment inconvenience or annoyance to the Transferor or the owners or occupiers for the time being of the Main Site
- b. to cause as little disturbance and damage as reasonably possible to the Main Site in the exercise of the easements and rights granted in respect of the same and to make good promptly all physical damage so caused
- c. to pay a fair and proper proportion according to user of the cost of repairing and maintaining the Service Media and/or Service Installations over in on or under the Main Site and serving the Property until (if at all) they are adopted as maintainable at the public expense or become vested in a local authority statutory undertaker or utility company
- d. not to develop or use the Property other than for residential and ancillary purposes
- e. not without the Transferor's consent (which (save in the case of easements for foul and surface water drainage of the Property in favour of the relevant Service Authority) the Transferor may at its absolute discretion withhold) to grant easements rights licences or easements over the Property for the benefit of land owned by a third party"
- NOTE: The Main Site referred to lies to the north west, north and north east of the land in this title. The land in this title comprises part of the Property referred to.

- 11 The land is subject to the following rights reserved by the Transfer dated 19 May 2004 above:-

"Definitions 13.1 In this Deed the following expressions shall have the

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## C: Charges Register continued

following meanings:

13.1.1 "this Deed" means this transfer by a nominee and trustee to the beneficial owner

13.1.2 "Dominant Land" means (a) in the case of Easements in favour of the Main Site the Main Site and (b) in the case of Easements in favour of the Property the Property

3.1.3 "Easements" means the following easements and rights: 13.1.3.1 A right of way at all times and for all purposes (for which the same are designed) over all roads and footpaths which are now or within eighty years after today's date may be constructed on the Servient Land

13.1.3.2 A right of passage of Services through all Service Media and/or Service Installations which are now or within eighty years after today's date may be constructed or laid under in on or over the Servient Land

13.1.3.3 A right within eighty years after today's date to enter on the Servient Land for the purposes of constructing laying connecting to inspecting cleansing maintaining repairing renewing and/or replacing any such roads and/or footpaths and/or Service Media and/or Service Installations or carrying out any works necessary to comply with or lift any restriction in the Section 106 Agreement under in on or over the Servient Land

13.1.3.4 A right to enter on the Servient Land for the purposes of carrying out works under in on or over the Dominant Land which cannot otherwise reasonably be carried out

13.1.4 "Easement Conditions" means the following conditions to exercise of Easements:

13.1.4.1 any rights of entry shall be upon reasonable notice and at reasonable times

13.1.4.2 connection to roads and footpaths and/or Service Media and/or Service Installations shall only be made to the extent that there is capacity therefor

13.1.4.3 the position and specification of connections to and construction and/or laying of roads and footpaths and/or Service Media and/or Service Installations or other works pursuant to the rights shall be approved by the owner of the land on which the same are being effected (such approval not be unreasonably withheld or delayed)

13.1.4.4 all requisite consents from any relevant authority or Service Authority for connections to and construction and/or laying of roads and footpaths and/or Service Media and/or Service Installations or other works pursuant to the rights shall be obtained by the person exercising the rights prior to effecting the same

13.1.4.5 the person exercising the rights shall cause as little damage and disturbance as reasonably possible and shall make good all damage caused as soon as reasonably practicable

13.1.4.6 the person exercising the rights shall contribute a fair and reasonable proportion of the cost of inspecting cleansing maintaining repairing renewing and/or replacing the roads and footpaths and/or Service Media and/or Service Installations over or through which the rights are exercised

13.1.4.7 the person exercising the rights shall (if so requested) consent to the roads and footpaths and/or Service Media and/or Service Installations over or through which the rights are exercised becoming adopted and/or maintainable at the public expense

13.1.4.8 the rights shall cease to the extent that the roads and footpaths and/or Service Media and/or Service Installations over or through which the rights are exercised become adopted and/or maintainable at the public expense

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### C: Charges Register continued

13.1.4.9 the owner of the land in which the same are situate may alter the position of the roads and footpaths and/or Service Media and/or Service Installations over or through which the rights are exercised (and the rights shall then apply to the altered position of the roads and footpaths and/or Service Media and/or Service Installations) PROVIDED that the exercise of the rights shall not be materially and unreasonably prejudiced by such alterations

13.1.5 "losses" means all liabilities incurred by the party being indemnified all damage and loss suffered by it all claims demands actions and proceedings made or brought against it and all costs disbursements and expenses incurred by it

13.1.6 "the Main Site" means the land comprised in title number WT178825 (less the Property) and in title numbers WT133838 WT198136 and WT220243 and in the part of title number WT68709 shown edged blue on plan 2 attached and includes each and every part and the whole or any part of the same

13.1.7 "the Plan" means the plan or (as appropriate) any of them attached to this Deed

13.1.8 "the Property" means the Property transferred by this Deed and includes each and every part and the whole or any part of the same

13.1.9 "Relevant Matters" means the rights exceptions reservations conditions declarations and other matters contained or referred to in:

13.1.9.1 the Section 106 Agreement

13.1.9.2 Title number WT178825

13.1.10 "Section 106 Agreement" means an agreement dated 16 June 2000 made pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) made between Mclagan Investments Limited, Wimpey Homes Holdings Limited, Westbury Homes (Holdings) Limited, Bryant Homes Southern Limited, Crest Estates Limited and McLean Homes (South West) Limited (1) and Swindon Borough Council (2)

13.1.11 "Service Authority" means any authority company corporation body or undertaking (whether statutory or otherwise) responsible for any Service Media Service Installations and/or the supply of Services

13.1.12 "Service Installations" means pumping stations other pumping apparatus lagoons balancing ponds electricity sub-stations gas governor kiosks and other similar facilities

13.1.13 "Service Media" means sewers drains rising mains culverts watercourses ditches mains channels pipes wires cables flues and all other transmission media and associated plant equipment and apparatus and including associated manholes inspection chambers headwalls fixings louvres cowls and other covers

13.1.14 "Services" means the supply of water electricity gas telephone television and telecommunication services and other relevant services and the disposal of foul and surface water

13.1.15 "Servient Land" means (a) in the case of easement in favour of the Main Site the Property and (b) in the case of Easements in favour of the Property the Main Site

13.3 The Property is transferred:

.....  
..

13.3.2 except and reserving and/or (as appropriate) the Transferee grants with full title guarantee the easements over or through the Property for the benefit of the main Site (and any development of the same) subject to compliance with the Easement Conditions

.....  
..

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## C: Charges Register continued

13.6 It is agreed as follows:

13.6.1 Section 62 of the Law of Property Act 1925 shall not apply to this Deed and no party shall by implication become entitled to any easement right privilege or other appurtenance and any right or privileges of light or air or otherwise now or later enjoyed from or over the Property or the main Site shall be deemed to be so enjoyed by the revocable licence and consent of the owner of the same and not as of right"

13.6.2 The south eastern boundary of the Property directly abuts the land in title WT220243

NOTE 1: Title number WT133838 referred to lies to the north west of the land in this title. Title number WT198136 referred to lies to the north and north east of the land in this title. Title number WT220243 referred to lies to the south west of the land in this title. The land in this title forms part of the Property referred to.

NOTE 2: An identical plan to plan 2 referred to is filed under WT224018.

12 (13.07.2005) A Transfer of a substation adjoining the land in this title dated 10 June 2005 made between (1) George Wimpey UK Limited and (2) Southern Electric Power Distribution Plc contains restrictive covenants by the transferor.

NOTE: Copy filed under WT240273.

13 (13.07.2005) The land is subject to the rights granted by the Transfer dated 10 June 2005 referred to above.

14 (11.01.2006) A Transfer of Area H17A lying to the north east of the land in this title dated 9 December 2005 made between (1) Westbury Homes (Holdings) Limited and (2) George Wimpey South West Limited contains covenants by the Transferor which are identical to those contained in the Transfer dated 29 October 2002 referred to above.

15 (24.02.2006) A Transfer of Areas H3a, H3b and H16 Priory Vale dated 2 March 2006 made between (1) George Wimpey UK Limited and Westbury Homes (Holdings) Limited and (2) Westbury Homes (Holdings) Limited contains covenants by the Transferor identical with those contained in the Transfer dated 29 October 2002 referred to above.

16 (28.09.2006) A Transfer of Areas H5 Priory Vale dated 15 June 2006 made between (1) George Wimpey UK Limited and Westbury Homes (Holdings) Limited and (2) George Wimpey Bristol Limited contains covenants by the Transferor identical with those contained in the Transfer dated 29 October 2002 referred to above.

17 (17.01.2007) A Transfer of Areas H1A and H1B Priory Vale dated 6 October 2006 made between (1) Westbury Homes (Holdings) Limited and George Wimpey UK Limited and (2) Persimmon Homes Limited contains covenants by the Transferor identical with those contained in the Transfer dated 29 October 2002 referred to above, with the following exception:-

In clause 13.1.6 "the Main Site" means the land comprised in title numbers WT133838 (less the Property) and in title numbers WT178825 WT198136 and WT220243 and in the part of title number WT68709 shown edged blue on plan 2 attached and includes each and every part and the whole or any part of the same.

In clause 13.1.8 "the Property" means the Property transferred by this Deed and includes each and every part and the whole or any part of the same.

NOTE: The plans referred to are filed under WT253385.

18 (06.08.2007) A Transfer of Areas H1A and H1B Priory Vale dated 12 July 2007 made between (1) Westbury Homes (Holdings) Limited and George Wimpey UK Limited and (2) Persimmon Homes Limited contains covenants by the Transferor identical with those contained in the Transfer dated 29

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October 2002 referred to above, with the following exception:-

In clause 13.1.6 "the Main Site" means the land comprised in title numbers WT133838 (less the Property) and in title numbers WT178825 WT198136 and WT220243 and in the part of title number WT68709 shown edged blue on plan 2 attached and includes each and every part and the whole or any part of the same.

In clause 13.1.8 "the Property" means the Property transferred by this Deed and includes each and every part and the whole or any part of the same.

*NOTE: The plans referred to are filed under WT262055.*

- 19 (03.04.2013) An Agreement dated 3 April 2013 made between (1) Taylor Wimpey UK Limited (2) Taylor Wimpey UK Ltd and others and (3) Swindon Borough Council pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions in connection with the making up and adoption of highways at Area H3C/D and Area H17B Oakhurst Swindon.

*NOTE: Copy filed under WT133838.*

- 20 (25.11.2013) The land is subject to the lease set out in the schedule of leases hereto.

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	20.12.2011	52, 58-98 (evens) Cassini Drive	16.12.2011 150 years from 1.1.2004	WT299062

*NOTE: The lease contains an option to purchase the reversionary estate upon the terms therein mentioned.*

End of register

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

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

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 10 November 2020 shows the state of this title plan on 10 November 2020 at 12:18:47. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the HM Land Registry, Weymouth Office .

# HM Land Registry

## Official copy of title plan

Title number **WT313165**  
Ordnance Survey map reference **SU1189SE**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **Swindon**



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