

# OFFICE COPY OF REGISTER ENTRIES

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Issued on 16 April 2003.  
This title is dealt with by the **Weymouth District Land Registry**.

## HM Land Registry

Title Number : **WT57066**



Edition Date : 24 January 1995

### A: Property Register

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

COUNTY

DISTRICT

WILTSHIRE

THAMESDOWN

1. The **Freehold** land shown edged with red on the plan of the above Title filed at the Registry and being land and buildings forming Charminster Close, Nythe, Swindon.
2. The land has the benefit for the term of 99 years and 10 days from the 24 June 1974 of the following exceptions and reservations contained in but is subject for the same period to the following rights granted by a lease of land lying to the west of the land in this title dated 11 November 1974 made between (1) Edwin H Bradley & Sons Limited and (2) Kimmeridge Close Residents Company Limited:-

"TOGETHER WITH a right of way (in common with the Lessor and all others having the like right) on foot and with vehicles where the same are appropriate over the road known as Kimmeridge Close and such other roads and ways on the Lessor's said Nythe Estate which may not already be public highways and which connect the Demised Property with existing public highways such right to cease as and when any part of the same may be declared to be public highways maintainable at the public expense AND TOGETHER WITH the right (in common with all others having the like right) to the passage of water soil gas and electricity through any sewers pipes wires and cables now laid through any other land now or formerly comprised in Title Number WT15642 or in respect of which the Lessor has any such right with the right of entry on such land for the purpose of inspecting cleansing repairing and maintaining the same subject to the Lessee or other the person or persons exercising this right making good any damage occasioned thereby such rights in the case of any sewer to cease on the same being declared to be a public sewer SUBJECT to (i) an exception and reservation in favour of the Lessor and the owners and occupiers of any other land in the vicinity now or formerly owned by the Lessor or which it shall acquire within a period of twenty-one years from the date hereof and any successors in title of the Lessor to whom any of these rights shall be expressly assigned the right to the passage of

## **A: Property Register continued**

water soil gas electricity and telephone radio and television services through any sewers pipes wires and cables now or at any time within the said period of twenty-one years laid through over or under the Demised Property with the right to enter upon the Demised Property for the purpose of laying inspecting cleansing repairing maintaining and renewing any such sewers pipes wires and cables and making any connections thereto subject only to the persons exercising any such right making compensation for any damage thereby occasioned."

3. The land is affected by the local government changes on 1 April 1997.
  4. The land is now in the County of Swindon.
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## **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. (15 March 1994) **PROPRIETOR:** BATH GROUND RENT ESTATE LIMITED of 30-32 Westgate Buildings, Bath, BA1 1EF.
  2. (15 March 1994) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
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## **C: Charges Register**

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

1. A Transfer of land lying to the north of the land in this title dated 30 January 1970 made between (1) Edwin H Bradley & Sons Limited (Company) and (2) Bass Charrington (South West) Limited (Transferee) contains covenants by the vendor details of which are set out in the schedule of restrictive covenants annexed.
2. A Transfer of land lying to the North of the land in this title dated 19 March 1971 made between (1) Edwin H Bradley & Sons Limited (Company) and (2) Westward Estates Limited (Transferee) contains covenants by the vendor details of which are set out in the schedule of restrictive covenants hereto.
3. Lease dated 20 September 1976 to Charminster Close Residents Company Limited for 99 years and 10 days from 24 June 1976 upon the terms therein mentioned.

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## Schedule of Restrictive Covenants

1. The following are details of the vendors covenants contained in the Transfer dated 30 January 1970 referred to in the Charges Register:-

"The Company hereby covenants with the Transferee and the successors in title of the Transferee as follows:-

(i) The Company will not knowingly sell lease or otherwise dispose of any part of the Nythe Estate remaining in its ownership at the date hereof as a site for a public house or club for the sale of intoxicating liquors and the Company will on each and every future sale of any plot of land forming part of the Nythe Estate take a covenant from the Purchaser of each and every such plot in the following terms:-

No building erected or to be erected on any part of the land hereby transferred shall at any time hereafter be used for any purpose than a private dwelling with or without a garage and outbuildings belonging thereto and no trade manufacture or business of any kind shall at any time be set up or carried on in or upon any part of the said land

Provided always that this covenant shall not apply to the land edged red on the plan annexed hereto

(ii) The Company shall be entitled to modify any such covenant to permit any land transferred by the Company to be used for a doctor's or dentist's surgery or any other purpose which the Company shall think proper but the Company will not release or modify any covenant so taken so as to permit any such plot of land to be used for a public house or club for the sale of intoxicating liquors without the written consent of the Transferee (meaning the second party hereto) and in the event of any breach of any such covenant so taken the Company will at the request of the Transferee and at the Transferee's sole expense assigns the benefit of any such covenant to the Transferee

(iii) In all cases (other than in the case of the land edged red on the said plan) where before the date hereof the Company has sold leased or otherwise disposed of any plot of land formerly comprised in the Nythe Estate and is entitled to the benefit of any covenant restricting the use of any such plot in the foregoing terms the Company shall not release or modify any such covenant so as to permit the use of any such plot for a public house or club for the sale of intoxicating liquors without the consent of the Transferee (meaning the second party hereto) and in the event of any breach of any such covenant the Company will at the request of the Transferee and at the Transferee's sole expense assign the benefit of any such covenant to the Transferee Provided that any such assignment made under either sub-clause (ii) or sub-clause (iii) hereof shall operate only for the purpose of enabling the Transferee to enforce such covenant for the benefit of the land hereby transferred and there shall be reserved unto the Company the right for the Company (notwithstanding any such assignment) to enforce such covenant in respect of any other land forming part of the Company's Nythe Estate and in particular there shall also be reserved the right of the Company to assign the benefit of any such covenant to the owners for the time being of the land edged red on the said plan to enable such owners to enforce the same for the benefit of such land The foregoing covenant on the part of the Company shall be conditional upon it being found possible to make such assignment having regard to the aforesaid reservations.

NOTE:-The land in this title does not form part of the land edged red referred to.

2. The following are details of the vendors covenants contained in the Transfer dated 19 March 1971 referred to in the Charges Register:-

## Schedule of Restrictive Covenants continued

"The Company hereby covenants with the Transferee and the successors in title of the Transferee as follows:-

(i) The Company will not knowingly sell lease or otherwise dispose of any part of the Nythe Estate remaining in their ownership at the date hereof as a site for shops and/or supermarkets and the Company will on each and every future sale of any plot of land forming part of the Nythe Estate take a covenant from the Purchaser of each and every such plot in the following terms:-

'No building erected or to be erected on any part of the land hereby transferred shall be at any time hereafter used for any purpose other than as a private dwellinghouse with or without a garage and outbuildings belonging thereto and no trade business or manufacture of any kind shall at any time be set up or carried on in or upon any part of the said land'

Provided always that this covenant shall not apply to the use of any such plot of land for the purpose of a public house or of a doctors or dentists surgery or any other purpose not being a retail shop or supermarket

(ii) The Company will not release or modify any covenant so taken so as to permit any such plot of land to be used for a shop and/or supermarket without the consent of the Transferee (meaning the second party hereto) and in the event of any breach of any such covenant so taken the Company will at the request of the Transferee and at the Transferee's sole expense assign the benefit of the said covenant to the Transferee

(iii) In all cases (other than in the case of the land edged green on the said plan) where before the date hereof the Company has sold leased or otherwise disposed of any plot of land formerly comprised in the Nythe Estate and is entitled to the benefit of any covenant restricting the use of any such plot in the foregoing terms the Company shall not release or modify any such covenant so as to permit the use of any such plot of land for a shop and/or supermarket without the consent of the Transferee (meaning the second party hereto) and in the event of any breach of such covenant the Company will at the request of the Transferee and at the Transferee's sole expense assign the benefit of the said covenant to the Transferee Provided that any such assignment made under sub-clause (ii) or sub-clause (iii) hereof shall operate only for the purpose of enabling the Transferee to enforce such covenant for the benefit of the transferred land and there shall be reserved unto the Company the right for the Company (notwithstanding any such assignment) to enforce such covenant in respect of any other land forming part of the Company's Nythe Estate and in particular there shall also be reserved the right of the Company to assigns the benefit of any such covenant to the owners for the time being of the land edged green on the said plan to enable such owners to enforce the same for the benefit of such land The foregoing covenant on the part of the Company shall be conditional upon it being found possible to make such assignment having regard to the aforesaid reservations."

NOTE:-The land in ths title does not form part of the land edged green referred to.

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END OF REGISTER

NOTE: A date at the beginning of an entry is the date on which the entry was made in the Register.