# C: Charges Register continued

(iii) full rights (in common as aforesaid) of connection to and of the passage and running of water gas telephone electricity and other services into through and along the water courses water pipes channels pipes wires cables and other service conducting media ("the service installations") now or within the perpetuity period to be constructed in on or over the retained land at all reasonable times and upon giving reasonable notice (except in the case of emergency) to inspect repair maintain and replace such service installations doing as little damage as possible and forthwith making good any damage thereby caused to the reasonable satisfaction of the Vendor

PROVIDED THAT in the exercise of the aforementioned rights the Purchaser will

- (a) not overload the said sewers or service installations
- (b) obtain the consent of the relevent competent authority statutory undertaking or public utility company for such connections with and use of such sewers and service installations
- (c) pay a proportionate part (according to user) of the cost of cleansing maintaining repairing and renewing such sewers and service installations (in the case of the sewers until adoption only)
- (d) cause as little inconvenience as possible to the occupiers of the retained land.
- (e) cause as little damage as possible to the said roads footpaths and verges shown coloured yellow and to the retained land and make good such damage forthwith to the reasonable satisfaction of the Vendor or its successors in title
- (f) pay a proportionate part (according to user) of the cost of cleansing maintaining and repairing the said road footpaths and verges shown coloured yellow on the said plan until their adoption as public highways and PROVIDED FURTHER that Frisby and its successors in title will not exercise any rights over or under the land coloured green on the said plan until the payment by Frisby or its successors in title to the Purchaser of one half of the cost of carrying out the works mentioned in clause 7 hereof\*
- NOTE 1: The land coloured yellow referred to does not affect the land in this title
- NOTE 2: The brown lines referred to are shown by brown broken lines and blue broken on the filed plan as far as they affect. The blue lines referred to do not affect the land in this title
- NOTE 3: The land coloured green referred to does not affect the land in this title.
- 8 The land is subject to the following rights granted by a Transfer of other land lying to the East of the land in this title dated 13 June 1986 made between (1) Second City Homes Limited (Vendor) (2) J & C Frisby Limited (Frisby) and (3) Thomas Noel Gudgeon and others (Purchasers):-

"TOGETHER WITH the right for the Purchaser its successors assigns lessees tenants and servants for the benefit of the said land and any part or parts thereof and all buildings erected or to be erected thereon within Eighty years from the date hereof (being the perpetuity period applicable thereto) in common with all others having the like right

(i) to pass and repass with or without vehicles (as appropriate) at all times and for all purposes of access to and egress from the said land along over and upon the road footpaths and verges shown coloured yellow on the said plan now constructed or to be constructed within the perpetuity period on the land now or formerly comprised within the said Title Number WK293222 ("the retained land") and for the benefit of the land edged in purple on the said plan or any part or parts thereof and any buildings to be erected thereon within the perpetuity period the right in fee simple (in common with the Vendor and Frisby and all

# C: Charges Register continued

others entitled thereto) to pass and repass with or without vehicles (as appropriate) at all times and for all purposes of access to and egress from the said land edged in purple along over and upon the roads footpaths and verges to be constructed in the position of the roads shown on the plan of the land hereby transferred and situate within the land edged in red on the said plan and a like right of way over and along the land coloured green on the said plan TOGETHER WITH a like right in respect of the foul and surface water sewers in respect of such land as set forth in grant (ii) in Clause 1 hereof but subject to the proviso therein mentioned.

(ii) the right (in common as aforesaid) to connect with and use foul and surface water sewers shown by brown and blue lines respectively on the plan annexed hereto now or within the perpetuity period to be constructed in or under the retained land) with power at any time (upon giving reasonable notice to the Vendor or other occupier of the retained land except in the case of an emergency) to enter upon the retained land to make such connections and thereafter to inspect cleanse and maintain repair or replace the said foul and surface water sewers

(iii) full rights (in common as aforesaid) of connection to and of the passage and running of water gas telephone electricity and other services into through and along the water courses water pipes channels pipes wires cables and other service conducting media ("the service installations") now or within the perpetuity period to be constructed in on or under the retained land at all reasonable times and upon giving reasonable notice (except in the case of emergency) to inspect repair maintain and replace such service installations doing as little damage as possible and forthwith making good any damage thereby caused to the reasonable satisfaction of the Vendor

PROVIDED THAT in the exercise of the aforementioned rights the Purchaser will

- (a) not overlaid the said sewers or service installations
- (b) obtain the consent of the relevant competent authority statutory undertaking or public utility company for such connections with and use of such sewers and service installations
- (c) pay a proportionate part (according to user) of the cost of cleansing maintaining repairing and renewing such sewers and service installations (in the case of the sewers until adoption only)
- (d) cause as little inconvenience as possible to the occupiers of the retained land
- (e) cause as little damage as possible to the said roads footpaths and verges shown coloured yellow and coloured green and to the retained land and make good such damage forthwith to the reasonable satisfaction of the Vendor or its successors in title
- (f) pay a proportionate part (according to user) of the cost of cleansing maintaining and repairing the said road footpaths and verges shown coloured yellow and coloured green on the said plan until their adoption as public highways.
- NOTE 1: The land coloured yellow edged in purple, coloured green, edged in red and blue lines referred to do not affect the land in this title
- NOTE 2: The brown lines referred to are shown by brown broken lines on the filed plan as far as they affect the land in this title.
- The parts of the land affected thereby are subject to rights in respect of foul and surface water sewers laid within the strip of land tinted yellow on the filed plan granted by a Deed dated 1 October 1986 made between (1) Second City Homes Limited (Grantor) and (2) Severn Trent Water Authority.

The said Deed also contains covenants affecting the said land.

### Schedule of restrictive covenants

The following are details of the covenants contained in the Conveyance dated 21 February 1975 referred to in the Charges Register:-

FOR the benefit and protection of the premises hereby conveyed or any part or parts thereof and so as to bind those parts of St. Nicolas Park Estate as are indicated on Plan "B" attached hereto and thereon edged pink the Vendor hereby covenants with the Purchaser that the Vendor will impose a covenant on such land edged pink in the following terms:-

"The Purchaser will not carry on upon the land hereby conveyed or in or upon any building erected or to be erected thereon the trade or business of a Licensed Victualler or the seller of beer wines or spirits or any intoxicating liquors nor use or occupy nor permit to be used or occupied the same or any part thereof as a club inn hotel beerhouse warehouse or as a victualling or refreshment house where intoxicating liquors are stored sold or consumed and will not at any time hereafter sell convey or demise such land or any part or parts thereof without requiring the Purchaser or Lessee thereof to covenent with the Vendor in similar terms thereof."

NOTE: The land in this title falls within the land edged pink referred to.

The following are details of the covenants contained in the Conveyance dated 4 November 1985 referred to in the Charges Register:-

"THE Purchaser for itself and its successors in title hereby covenants with the Vendor for the benefit and protection of the retained land of the Vendor the definition of which "retained land" shall for the purposes of this Deed be the property comprised in the before mentioned Conveyance of the 14 November 1963 as remains unsold as at the date hereof (and so as to bind so far as may be the Property into whosesoever hands the same may come) to observe and perform all and singular the restrictions and stipulations contained in the Schedule hereto PROVIDED ALWAYS that the Vendors and its successors in title owners for the time being of the whole of the retained land for the time being remaining unsold or otherwise undisposed of may at the request of a Purchaser or his successors in title release or vary any of the said restrictions and stipulations so that nothing herein contained shall operate to impose any restriction on the manner in which the Vendor or its successors in title may deal with the whole or any part of the retained land for the time being remaining unsold or otherwise undisposed of or otherwise deemed to create a Building Scheme for the said retained land or any part thereof regards any of the said restrictions and stipulations which are restrictive of the user of the Property be liable only in respect of breaches which occur whilst it shall respectively be owner or owners of the Property or the part or parts thereof in respect of which any such breaches occur

#### THE SCHEDULE before referred to

- 1. No trade manufacture or business shall be carried on upon the Property or any part thereof and the Property shall not be used for any purpose than that of private dwellinghouses only and appurtenances thereto which expression shall include electricity sub-stations gas governor kiosks and similar installations) except that the practice or profession of a qualified physician surgeon solicitor or architect and the placing of a brass plate on the front door of any house or bungalow shall be permissible
- 2. The Purchaser will not carry on upon the Property or in or upon any building erected or to be erected thereon the trade or business of a Licenced Victualler of the seller of beer wines or spirits or any intoxicating liquors nor use or occupy nor permit to be used or occupied the same or any part thereof as a club inn hotel beerhouse warehouse or as a victualling or refreshment house where intoxicating liquors are stored sold or consumed
- 3. No pigs or poultry shall be kept on the Property or any part thereof nor shall the Purchaser do any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the owners or occupiers of any of the adjoining or neighbouring houses or bungalows in the neighbourhood PROVIDED THAT the development of the

## Schedule of restrictive covenants continued

Property as a residential housing estate shall not be deemed to be a breach of this covenant."

NOTE: The land in this title originally formed part of the land comprised in the Conveyance dated 14 November 1963.

H.M. LAND DECICEDY		WK 3 4 5 4 8 0	
		COUNTY WARWICKSHIRE	DISTRICT





This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 September 2018 at 15:38:02. 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 HM Land Registry, Gloucester Office.



### Title number WK448958

Edition date 21.04.2016

This official copy shows the entries on the register of title on 01 MAR 2019 at 13:21:57.

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 01 Mar 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- 1 (11.03.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the south side of Church Lane, Nuneaton.
- 2 (11.03.2009) There are excluded from the registration of the land tinted yellow on the title plan the mines and minerals excepted by the Conveyance dated 21 December 1938 referred to in the Charges Register.

## 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

(11.03.2009) PROPRIETOR: NUNEATON AND BEDWORTH BOROUGH COUNCIL of Town Hall, Coton Road, Nuneaton, Warwickshire CV11 5AA and of DX16458, Nuneaton.

## C: Charges Register

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

- (11.03.2009) A Conveyance of the land tinted pink on the title plan and other land dated 15 December 1931 made between (1) Percy Harold Howe and others and (2) Thomas Winfield Sands contains restrictive covenants.
  - ¬NOTE: Copy filed.
- 2 (11.03.2009) The land tinted pink on the title plan is subject to the rights reserved by the Conveyance dated 15 December 1931 referred to above.
- 3 (11.03.2009) The land tinted blue on the title plan is subject to the

# C: Charges Register continued

following rights reserved by a Conveyance thereof dated 15 December 1931 made between (1) Percy Harold Howe and others (Vendor) and (2) Thomas Winfield Sands (Purchaser):-

"EXCEPT AND RESERVED unto the Vendors the right to connect up with and use the sewers and sewerage disposal works now standing and being on or under the said land hereby conveyed until such time as other sewers and sewage disposal arrangements are provided by the Local Authority the Vendor making good any damage caused from time to time to the surface of the said land by the exercise of the rights hereby reserved."

4 (11.03.2009) The land tinted yellow on the title plan is subject to the rights contained in a Conveyance thereof dated 21 December 1938 made between (1) Charles Henry Mayer and Charles Douglas Sands and (2) The Mayor Aldermen and Burgesses of the Borough of Nuneaton.

¬NOTE:-Copy filed.

5 (11.03.2009) The land tinted yellow on the title plan is subject to the rights granted by a Deed dated 24 July 2007 made between (1) Nuneaton and Bedworth Borough Council and (2) Network Rail Infrastructure Limited.

The said Deed also contains restrictive covenants by the grantor.

¬NOTE: Copy filed.

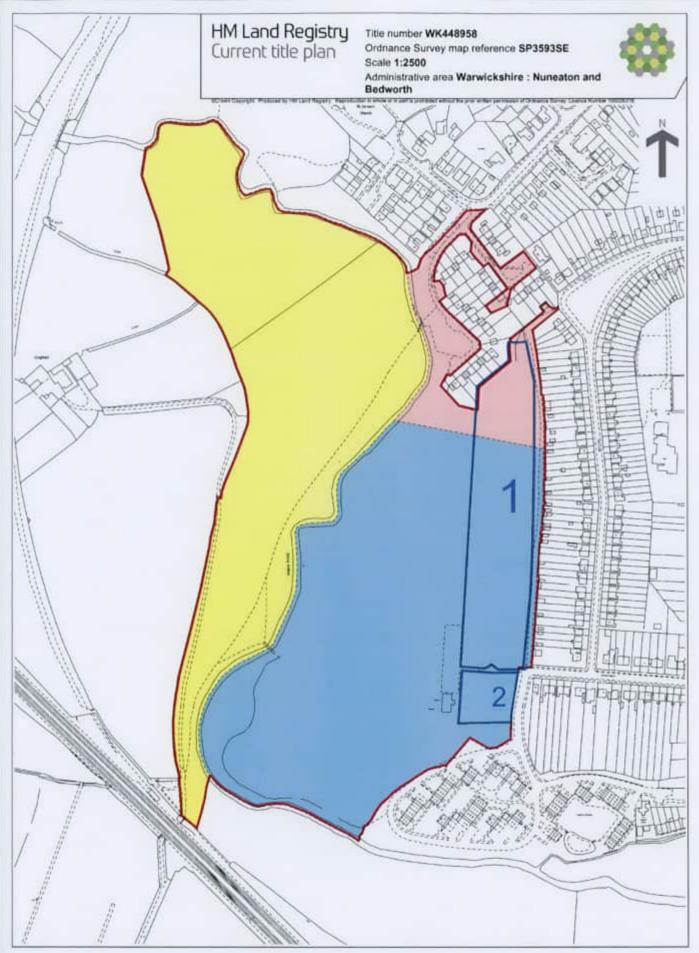
- 6 (13.08.2015) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto. The leases grant and reserve easements as therein mentioned.
- 7 (21.04.2016) A Deed dated 19 April 2016 made between (1) Nuneaton and Bedworth Borough Council and (2) Christine Geddes and Mark Stock rectified the terms of the lease dated 1 July 2014 referred to in the schedule of leases hereto.

-NOTE: - Copy Deed filed under WK240320.

## Schedule of notices of leases

1 13.08.2015 allotments 01.07.2014 WK479737 edged and from 1.7.2014 numbered 1 and 2 in blue NOTE 1: The lease comprises also other land.

NOTE 2: See entry in the Charges Register relating to a Deed of Rectification dated 19 April 2016.



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 September 2018 at 15:25:51. 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.



#### Title number WK448091

Edition date 21.10.2009

This official copy shows the entries on the register of title on 01 MAR 2019 at 13:23:15.

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 01 Mar 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- 1 (03.02.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the north side of Brookdale Road, Nuneaton.
- 2 (03.02.2009) The mines and minerals together with ancillary powers of working are excepted.

## 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 (03.02.2009) PROPRIETOR: NUNEATON AND BEDWORTH BOROUGH COUNCIL of The Council House, Nuneaton, Warwickshire and of DX16458, Nuneaton.

# C: Charges Register

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

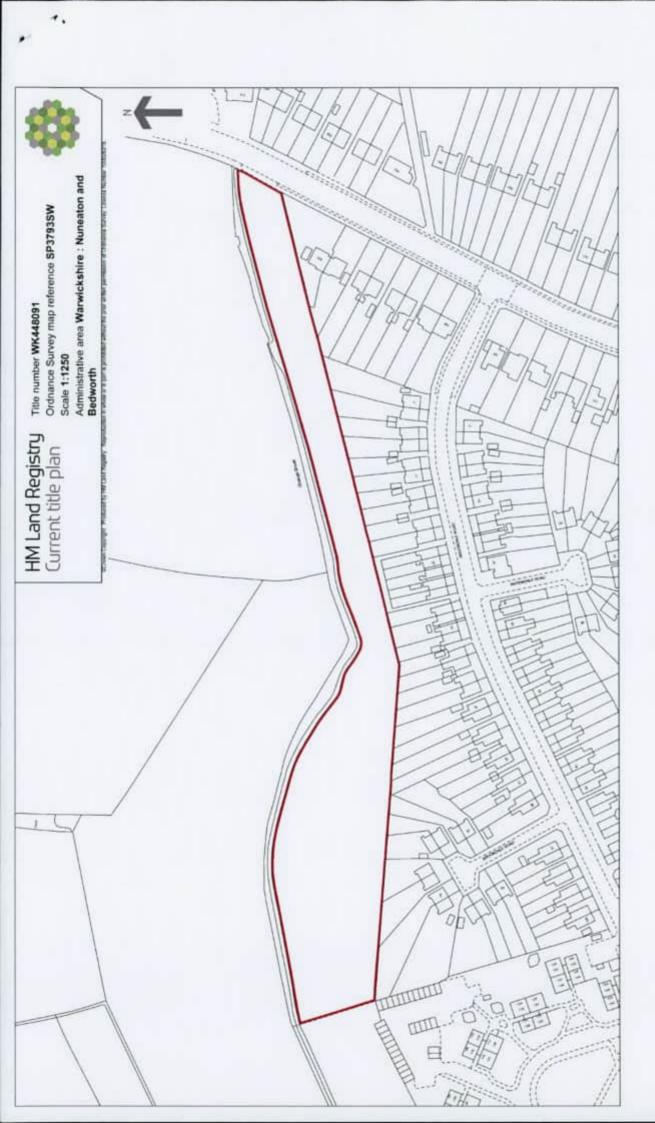
1 (03.02.2009) The land is subject to the following rights reserved by a Conveyance of the land in this title dated 23 September 1931 made between (1) Frederick Hales (Vendor) and (2) The Mayor Aldermen And Burgesses Of The Borough Of Nuneaton (Purchaser):-

"EXCEPTING AND RESERVING to the Vendor (1) a right for the Vendor to lay in the land coloured pink on the said plan (hereinafter called "the said land") three foul sewers (hereinafter called "the said foul sewers") in positions and along the lines more particularly indicated in purple on the said plan connecting with his foul sewers for the houses erected or to be erected by him on his land adjoining the said land (2) a right subject nevertheless to Section 21 of the Public Health Act 1875 to connect at the points marked "A" "B" and "C" on the said plan such foul sewers with the Corporation sewer and (3) a right

# C: Charges Register continued

for the Vendor to allow surface water from the adjoining land remaining the property of the Vendor to run into the Change Brook through a pipe (hereinafter called "the said pipe") to be laid at the Vendor's expense and subject to the satisfaction of the Corporation in the position and along the line more particularly indicated in green on the said plan subject to the Vendor forthwith making good to the satisfaction of the Corporation any damage to the said land caused by or during the execution of the work of laying and/or maintaining the said foul sewers and/or the said pipe and in particular to the Vendor forthwith after completion of the filling in the ground and restoring the surface as far as possible to the condition in which it was prior to the opening up thereof by the Vendor replacing any top soil and turf removed by him in connection therewith TO HOLD the same (Except and reserved as aforesaid) unto the Corporation in fee simple.

NOTE: Copy plan filed.



The saprint of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 September 2018 at 15.40.43. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to diagnosis in scale. Neasurements scaled from this plan may not match measurements between the same points on the ground.

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



#### Title number WK448096

Edition date 20.10.2009

This official copy shows the entries on the register of title on 21 FEB 2019 at 21:05:16.

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 Feb 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- 1 (03.02.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the north side of Ryde Avenue, Nuneaton.
- 2 (03.02.2009) The mines and minerals together with ancillary powers of working are excepted.
- 3 (03.02.2009) The land has the benefit of the rights granted by but is subject to the rights reserved by a Conveyance dated 24 March 1934 made between (1) Richard Henry Simmonds (Vendor) (2) Mary Ann Jeffcoate (Mortgagees) and (3) The Mayor Aldermen And Burgesses Of The Borough Of Nuneaton ([the Corporation]).

¬NOTE: Copy filed.

4 (03.02.2009) The Conveyance dated 24 March 1934 referred to above contains a provision as to light or air.

## 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 (03.02.2009) PROPRIETOR: NUNEATON AND BEDWORTH BOROUGH COUNCIL of The Council House, Nuneaton, Warwickshire and of DX16458, Nuneaton.

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

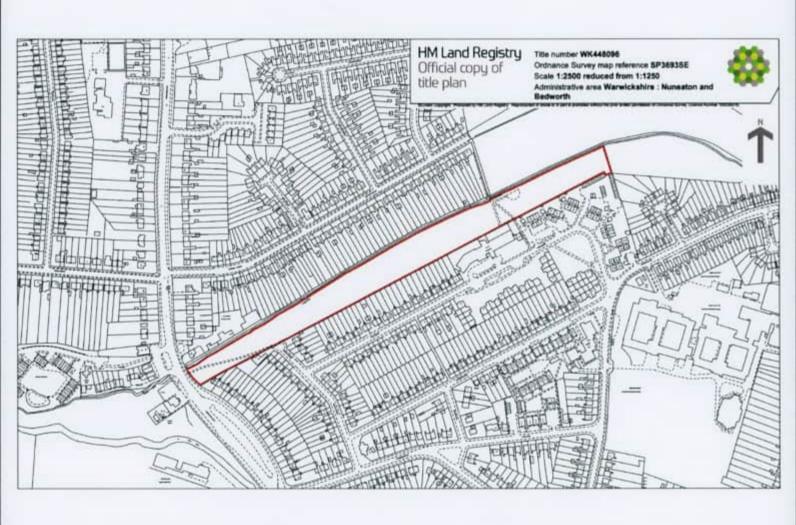
The electronic official copy of the title plan follows this message.

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 21 February 2019 shows the state of this title plan on 21 February 2019 at 21:05:17. 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, Gloucester Office .



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#### Title number WK450499

Edition date 13.06.2016

This official copy shows the entries on the register of title on 01 MAR 2019 at 13:24:05.

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 01 Mar 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land at Bradestone Road, Nuneaton.
  - NOTE: The land tinted green on the title plan is not included in this title.
- By transfers of adjoining or neighbouring land pursuant to Chapter 1 of Part 1 of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 of the Housing Act 1980 or Schedule 6 of the Housing Act 1985.
- Where adjoining or neighbouring land includes joint accessways and pathways, the land in this title has the benefit of the rights of way reserved thereover.
- 4 (11.11.2009) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 5 (02.02.2010) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 6 (07.03.2013) The transfers of those parts edged and numbered in green on the title plan which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of that Act.

## 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

PROPRIETOR: NUNEATON AND BEDWORTH BOROUGH COUNCIL of Town Hall, Coton Road, Nuneaton, Warwickshire CV11 5AA and of DX16458, Nuneaton.

# C: Charges Register

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

- The land is subject to rights to use the drains, water, soil, gas and electricity or other services, rainwater gutters and other conducting media therein and ancillary rights of entry.
- 2 The parts of the land affected thereby are subject to rights of way over any joint accessways included therein.
- 3 The garage forecourts are subject to rights of way.
- The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.

  The leases grant and reserve easements as therein mentioned.

## Schedule of notices of leases

1	22.05.2009	43/45 Bradestone Road (Ground Floor)	15.07.2008 10 years from 15.7.2008	WK446189
2	13.06.2016	43a Bradestone Road	09.05.2016 125 years from and including 9 May 2016	WK484736

# **HM Land Registry** Current title plan

Title number WK450499

Ordnance Survey map reference SP3689NE

Scale 1:1250

Administrative area Warwickshire: Nuneaton and

Bedworth





This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 September 2018 at 15:41:11. 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.



#### Title number WK452385

Edition date 03.12.2014

This official copy shows the entries on the register of title on 01 MAR 2019 at 14:28:32.

This date must be quoted as the "search from date" in any official search application based on this copy.

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Issued on 01 Mar 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- (18.08.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the north side of Donnithorne Avenue, Nuneaton.
- 2 (20.03.2014) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 3 (03.12.2014) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

# 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 (18.08.2009) PROPRIETOR: NUNEATON AND BEDWORTH BOROUGH COUNCIL of Town Hall, Coton Road, Nuneaton, Warwickshire CV11 5AA and of DX16458, Nuneaton.

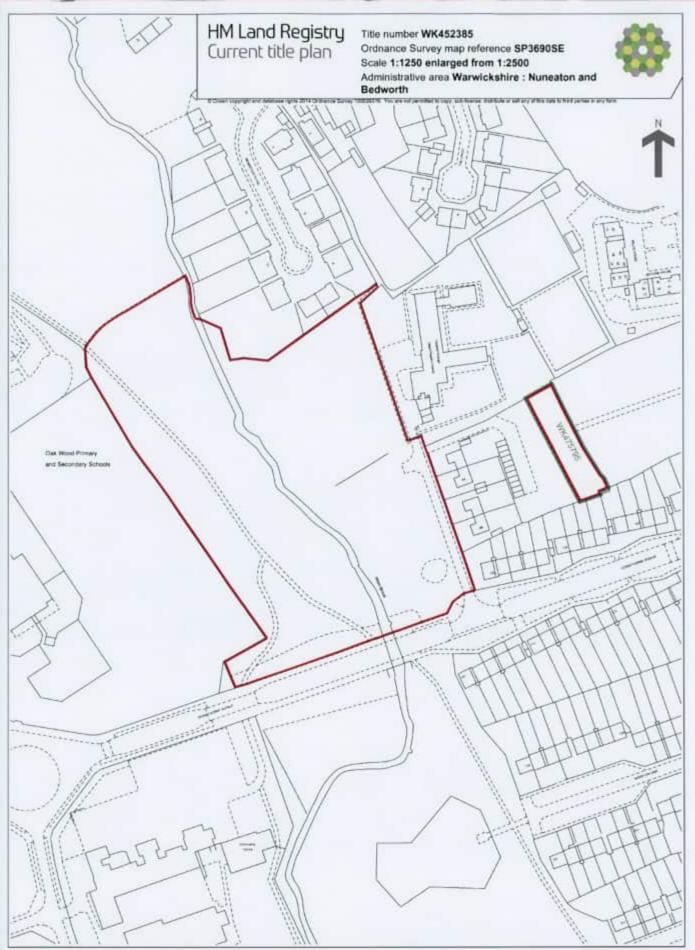
# C: Charges Register

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

(18.08.2009) The parts of the land affected thereby are subject to the rights granted by a Deed dated 16 March 2007 made between (1) Nuneaton & Bedworth Borough Council and (2) Severn Trent Water Limited.

The said Deed also contains restrictive covenants by the grantor.

¬NOTE:-Copy filed under WK452276.



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 September 2018 at 15:41:37. 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.



#### Title number WK452276

Edition date 21.10.2009

This official copy shows the entries on the register of title on 22 FEB 2019 at 09:32:14.

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 22 Feb 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

1 (12.08.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the south side of Avenue Road, Nuneaton.

NOTE: The land tinted green on the title plan is not included in the title.

## 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 (12.08.2009) PROPRIETOR: NUNEATON AND BEDWORTH BOROUGH COUNCIL of Town Hall, Coton Road, Nuneaton, Warwickshire CV11 5AA and of DX16458, Nuneaton.

## C: Charges Register

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

- 1 (12.08.2009) A Deed dated 6 December 1967 made between (1) The National Playing Fields Association and (2) The Mayor Alderman and Burgesses of the Borough of Nuneaton contains restrictive covenants.
  - -NOTE: Copy filed.
- 2 (12.08.2009) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto. The leases grant and reserve easements as therein mentioned.
- 3 (12.08.2009) Restrictive covenant created by a Deed of Easement dated 2 October 1995 made between (1) Nuneaton and Bedworth Borough Council (2) Midland and General Developments Limited and (3) Severn Trent Water

#### Title number WK452276

# C: Charges Register continued

Limited but neither the original Deed nor a certified copy or examined abstract of it was produced on first registration.

NOTE: This information was taken from a Land Charge Class D(ii) dated 30 October 1995 reference number 54244.

4 (12.08.2009) The parts of the land affected thereby are subject to the rights granted by a Deed dated 16 March 2007 made between (1) Nuneaton and Bedworth Borough Council and (2) Severn Trent Water Limited.

The said Deed also contains restrictive covenants by the grantor.

¬NOTE:-Copy filed.

### Schedule of notices of leases

1	12.08.2009	Land adjoining the Playing Field, Avenue Road	27.11.1985 21 years from 1.1.1985
2	12.08.2009	Nuneaton Club 4 Young People, Avenue Road	08.02.2002 21 years from 1.11.2000

#### 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 22 February 2019 shows the state of this title plan on 22 February 2019 at 09:32:14. 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, Gloucester Office .

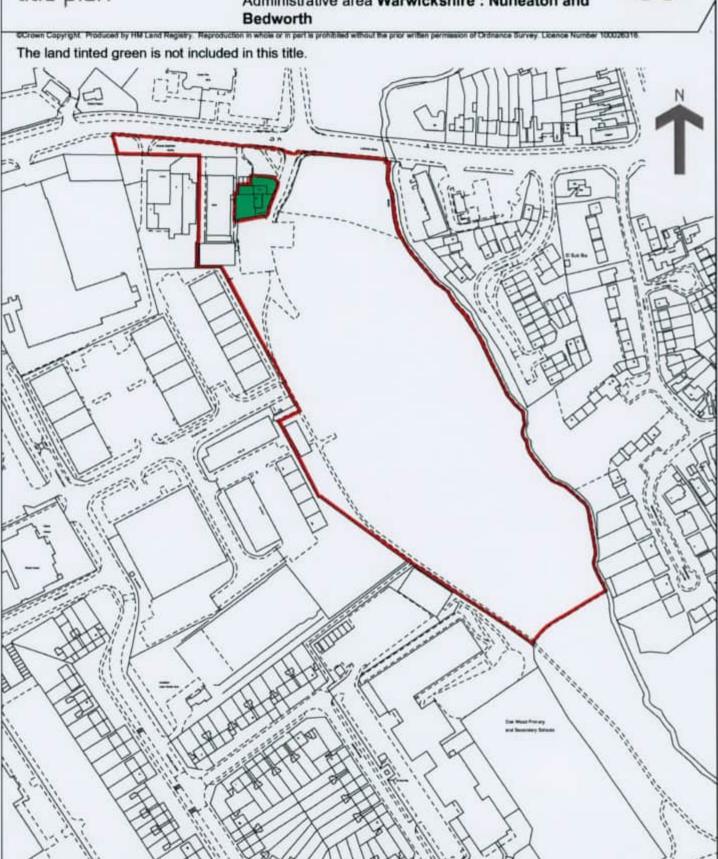
# HM Land Registry Official copy of title plan

Title number WK452276

Ordnance Survey map reference SP3690NE

Scale 1:2500

Administrative area Warwickshire: Nuneaton and





#### Title number WK448965

Edition date 23.10.2009

This official copy shows the entries on the register of title on 01 MAR 2019 at 14:32:35.

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 01 Mar 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

(11.03.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the north side of Avenue Road, Nuneaton.

NOTE: The land tinted green on the title plan is not included in the title.

- 2 (11.03.2009) As to the part tinted pink and tinted blue on the title plan the mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- (11.03.2009) By transfers of adjoining or neighbouring land pursuant to Chapter 1 of Part 1 of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 of the Housing Act 1980 or Schedule 6 of the Housing Act 1985.
- 4 (11.03.2009) 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 11 July 1997 made between (1) Midland and General Developments Limited (Transferee) (2) Esprit Estates Limited (Esprit) and (3) Nuneaton and Bedworth Borough Council (Transferor):-

"Together with the following rights to the Transferee and its successors in title the owners and occupiers of the Property and each and every part thereof:-

- (i) a right of access for emergency vehicles only through the Transferor's Retained Land known as "The Pingles" along the existing access road across the same.
- (ii) the right to connect to or lay and thereafter use and replace maintain or relay all necessary drainage water gas electricity and telecommunications services to serve the Property as a Residential Development such services to be laid so far as possible in existing access roads or in the adjoining land of the Transferor in such positions as are reasonably acceptable to the Transferor so as to cause minimum interference with the future use of the Transferor's adjoining

# A: Property Register continued

land and in accordance with all reasonable requirements of the Transferor and the Transferor further agrees that if Severn Trent Water Limited require an Agreement to be entered into under Section 104 of the Water Industry Act 1991 regarding drainage for the Property then the Transferor will enter into such an Agreement if so requested by the Transferee in order to secure the future maintenance and adoption of the sewers laid pursuant to the drainage rights herein contained.

4. THERE is excepted and reserved from this Transfer such rights of access over the Property as are necessary to preserve existing access rights for the Transferor and the public in general to The Pingles from the Ribbonfields Development to the east of the Property."

# 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 (11.03.2009) PROPRIETOR: NUNEATON AND BEDWORTH BOROUGH COUNCIL of Town Hall, Coton Road, Nuneaton, Warwickshire CV11 5AA and of DX16458, Nuneaton.

# C: Charges Register

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

- (11.03.2009) The land is subject to rights to use the drains, water, soil, gas and electricity or other services, rainwater gutters and other conducting media therein and ancillary rights of entry.
- 2 (11.03.2009) The passageways are subject to rights of way on foot only.
- 3 (11.03.2009) A Conveyance of the land tinted pink on the title plan and other land dated 3 October 1914 made between (1) Francis Alexander Newdigate Newdegate (2) Charles John Rowley and John Henry Monckton and (3) John Baddeley (Purchaser) contains the following covenants:-

"AND the Purchaser for himself his heirs and assigns (with intent to bind all persons in whom the hereditaments hereby conveyed shall for the time being be vested but so as not to be personally liable for the breach of any restrictive covenant after he has parted with the said hereditaments) hereby covenants with the life tenant that the Purchaser and the persons deriving title under him will observe and perform the stipulations restrictions and conditions contained in the First Schedule hereto

The First Schedule referred to

1......

- 2. No fence on the land hereby conveyed shall be used as an advertising station or be so constructed or used as to be condemned by the Surveyor for the time being of the life tenant as a nuisance or an injury to the owners of the adjoining land.
- 3. No Hut Caravan house on wheels or other Chattel adapted or intended for use as a dwelling or sleeping apartment nor any Booths shows swings or roundabouts shall be erected made placed or used or be allowed to remain upon the land and the life tenant or the owner or owners of adjoining land may remove and disperse of any such erection or other thing and for that purpose may enter upn the land hereby conveyed and shall not be responsible for the safe keeping of anything so removed or for the loss thereof or any damage thereto.
- 4. No part of the land hereby conveyed nor any building to be erected thereon shall be used for any noisy or offensive trade nor for the trade of a licensed victualler or of any retailer of wines spirits or

# C: Charges Register continued

beer to be consumed either on or off the premises or for the purpose of a working men's club.

- 5. No Gravel Sand Earth or other material shall be excavated from the land except for the purpose of foundations or for use in building thereon."
- 4 (11.03.2009) A Conveyance of the land tinted blue on the title plan and other land dated 14 October 1914 made between (1) Francis Alexander Newdigate Newdegate (2) Charles John Rowley, and John Henry Monckton and (3) George Winters (Purchaser) contains covenants identical with those contained in the Conveyance dated 3 October 1914 referred to above.
- 5 (11.03.2009) The land is subject to the rights granted by a Deed dated 2 October 1995 made between (1) Nuneaton And Bedworth Borough Council (2) Midland And General Developments Limited and (3) Severn Trent Water Limited.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

6 (11.03.2009) The land is subject to the following rights granted by a Transfer of other land dated 24 April 1997 made between (1) Nuneaton and Bedworth Borough Council (the Transferor)(2) Esprit Estates Limited (Esprit) and (3) Whitbread Plc (the Transferee):-

"Together with the rights set out in the First Schedule

#### FIRST SCHEDULE

#### The Rights Granted

- (a) The right for the Transferee to enter upon the Transferor's adjoining land to excavate and lay and thereafter use foul and surface water sewers together with the necessary water supply gas electricity and telecommunications pipes wires and cables ("the Service Conduits") to adoption standards where applicable to serve the Property and the Buildings to be constructed thereon such Service Conduits to be in such positions as are reasonably acceptable to the Council and in the course of carrying out such excavation and laying the Transferee causing as little disturbance damage and inconvenience as reasonably practicable and making good all damage caused as soon as reasonably practicable and to the reasonable satisfaction of the Transferor.
- (b) The right to enter the Transferor's adjoining land for the purpose of inspecting maintaining repairing and where necessary renewing the Service Conduits subject to cause as little disturbance damage and inconvenience as reasonable practicable and making good all damage caused to the Transferor's reasonable satisfaction
- (c) A right of way for the Transferee and all others passing to and from the Property (including members of the public) at all times and for all purposes with or without vehicles over and along the adjoining road ("the Access Road") owned by the Transferor and coloured brown on the annexed plan until such time as it shall be adopted as a public highway."

NOTE: - Copy plan filed.

7 (11.03.2009) The land is subject to the rights granted by a Deed dated 16 March 2007 made between (1) Nuneaton And Bedworth Borough Council and (2) Severn Trent Water Limited.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

8 (11.03.2009) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto. The leases grant and reserve easements as therein mentioned.

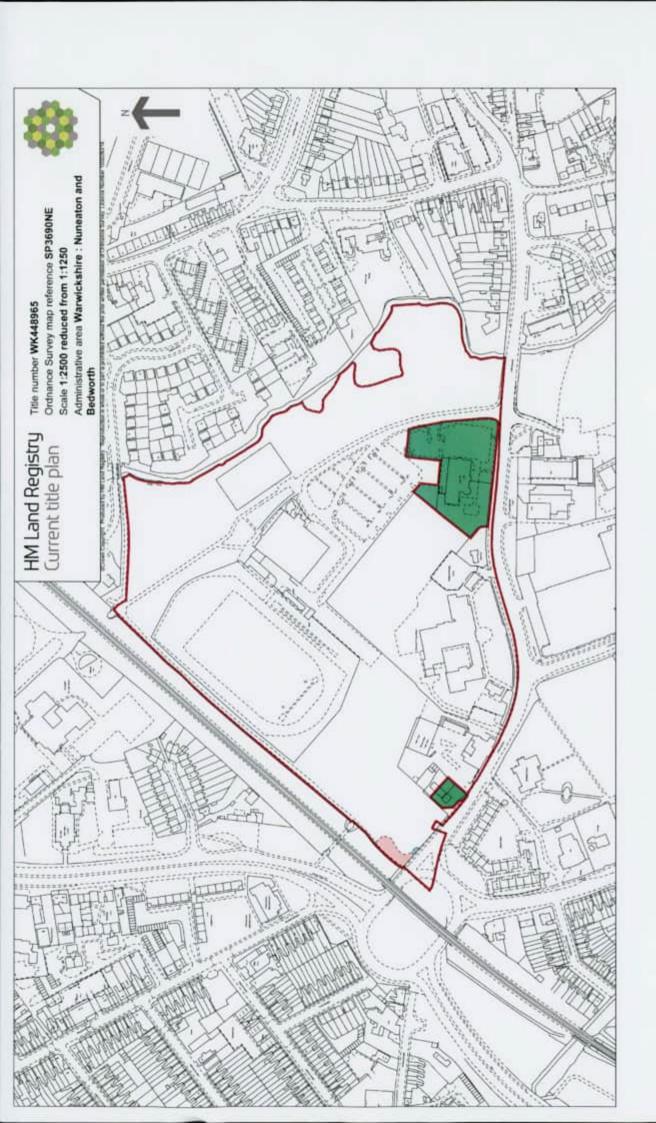
# Schedule of notices of leases

Pringles Leisure Centre and Stadium

24.09.2008 from 01/12/2007 to 30/04/2014

End of register

1



The a print of the view of the title plan obtained from HM Land Registry showing the state of the blan on 20 September 2018 at 15.42.60. This title plan shows the general position, not the exact line, of the boundaries, it may be subject to discussion may not match measurements between the same points on the ground.

This Title is dealt with by HM Land Registry, Gloucester Office.



#### Title number WK449842

Edition date 21.10.2009

This official copy shows the entries on the register of title on 01 MAR 2019 at 14:33:52.

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 01 Mar 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- 1 (21.04.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the north side of Donnithorne Avenue, Nuneaton.
- 2 (21.04.2009) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- (21.04.2009) By transfers of adjoining or neighbouring land pursuant to Chapter 1 of Part 1 of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 of the Housing Act 1980 or Schedule 6 of the Housing Act 1985.
- 4 (21.04.2009) Where adjoining or neighbouring land includes joint accessways and pathways, the land in this title has the benefit of the rights of way reserved thereover.

## 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 (21.04.2009) PROPRIETOR: NUNEATON AND BEDWORTH BOROUGH COUNCIL of Town Hall, Coton Road, Nuneaton, Warwickshire CV11 5AA and of DX16458, Nuneaton.

# C: Charges Register

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

1 (21.04.2009) The land is subject to rights to use the drains, water, soil, gas and electricity or other services, rainwater gutters and

# C: Charges Register continued

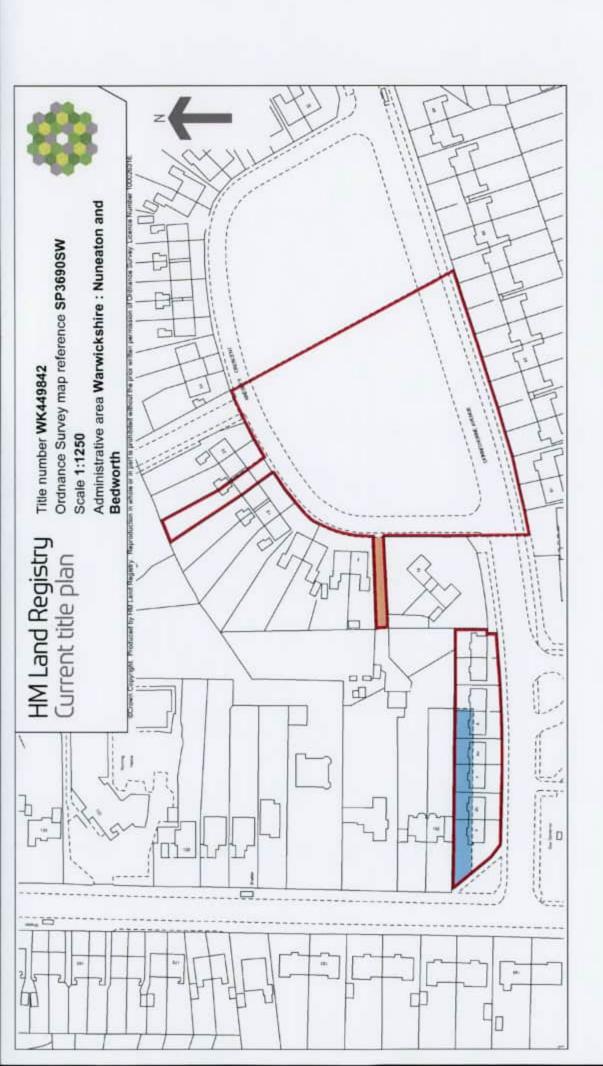
other conducting media therein and ancillary rights of entry.

- 2 (21.04.2009) The parts of the land affected thereby are subject to rights of way over any joint accessways included therein.
- 3 (21.04.2009) The passageway tinted brown on the title plan is subject to rights of way.
- 4 (21.04,2009) A Conveyance of the land in this title and other land dated 29 October 1938 made between (1) Henry Hollingdrake Maddocks and others and (2) Albert Redvers West contains restrictive covenants.

-NOTE: Copy filed under WK449819.

5 (28.04.2009) A Conveyance of the land tinted blue on the title plan and other land dated 23 August 1940 made between (1) Elsie Phyllis West (2) Nuneaton Property Company Limited and (3) Nuneaton Corporation contains restrictive covenants.

-NOTE: Copy filed under WK449819.



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 September 2018 at 15:42:35. 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.

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#### Title number WK449819

Edition date 21.10.2009

This official copy shows the entries on the register of title on 01 MAR 2019 at 14:57:40.

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 01 Mar 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

1 (20.04.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Knebley Crescent, Nuneaton.

NOTE: The land tinted green on the title plan is not included in the title.

- 2 (20.04.2009) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 (20.04.2009) By transfers of adjoining or neighbouring land pursuant to Chapter 1 of Part 1 of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 of the Housing Act 1980 or Schedule 6 of the Housing Act 1985.
- 4 (20.04.2009) Where adjoining or neighbouring land includes joint accessways and pathways, the land in this title has the benefit of the rights of way reserved thereover.

## 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 (20.04.2009) PROPRIETOR: NUNEATON AND BEDWORTH BOROUGH COUNCIL of Town Hall, Coton Road, Nuneaton, Warwickshire CV11 5AA and of DX16458, Nuneaton.

# C: Charges Register

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

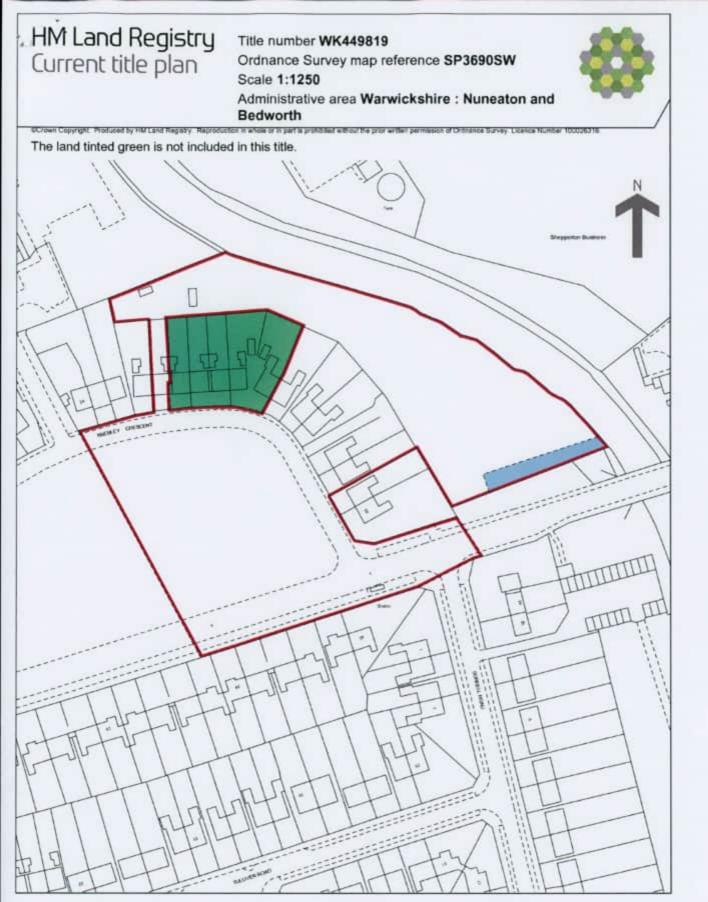
### Title number WK449819

- 1 (20.04.2009) The land is subject to rights to use the drains, water, soil, gas and electricity or other services, rainwater gutters and other conducting media therein and ancillary rights of entry.
- 2 (20.04.2009) The parts of the land affected thereby are subject to rights of way over any joint accessways included therein.
- 3 (20.04.2009) A Conveyance of the land in this title and other land dated 29 October 1938 made between (1) Henry Hollingdrake Maddocks and others and (2) Albert Redvers West contains restrictive covenants.

-NOTE: Copy filed.

4 (20.04.2009) A Conveyance of the land tinted blue on the title plan and other land dated 23 August 1940 made between (1) Elsie Phyllis West (2) Nuneaton Property Company Limited and (3) Nuneaton Corporation contains restrictive covenants.

-NOTE: Copy filed.



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 September 2018 at 15:43:02. 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.



#### Title number WK447475

Edition date 20.10.2009

This official copy shows the entries on the register of title on 01 MAR 2019 at 14:34:38.

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 01 Mar 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- 1 (09.01.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land on the south-west side of Marlborough Road, Nuneaton.
- 2 (09.01.2009) There are excluded from this registration the mines and minerals together with ancillary powers of working excepted by the Indenture dated 14 April 1923 referred to in the Charges Register with provision for compensation in the event of damage caused thereby.

## 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 (09.01.2009) PROPRIETOR: Nuneaton and Bedworth Borough Council of Town Hall, Coton Road, Nuneaton, Warwickshire CV11 5AA and of DX16458, Nuneaton.
- 2 (09.01.2009) The Conveyance to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

# C: Charges Register

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

1 (09.01.2009) An Indenture of the land in this title dated 14 April 1923 made between (1) Edward Wootton and Eli Kelley and (2) Charles William Emery and others contains restrictive covenants.

-NOTE: Copy filed.

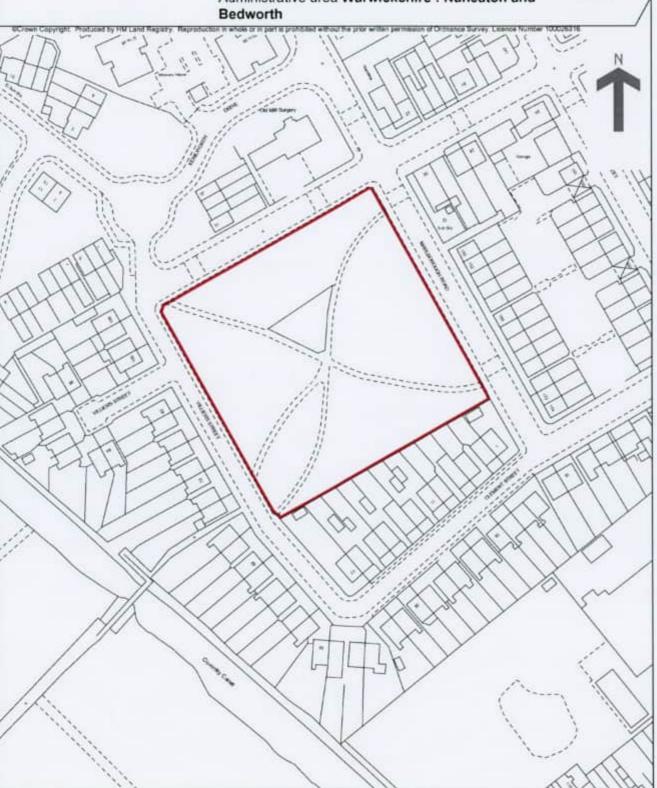
HM Land Registry Current title plan

Title number WK447475

Ordnance Survey map reference SP3591SE

Scale 1:1250

Administrative area Warwickshire: Nuneaton and



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 September 2018 at 15:43:28. 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.



#### Title number WK452370

Edition date 10.11.2010

This official copy shows the entries on the register of title on 01 MAR 2019 at 14:35:38.

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 01 Mar 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

1 (18.08.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Donnithorne Avenue, Nuneaton.

#### 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

- (18.08.2009) PROPRIETOR: NUNEATON AND BEDWORTH BOROUGH COUNCIL of Town Hall, Coton Road, Nuneaton, Warwickshire CV11 5AA and of DX16458, Nuneaton.
- 2 (10.11.2010) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by The Big Lottery Fund of 1 Plough Place, Fetter Lane, London EC4A 1DC.

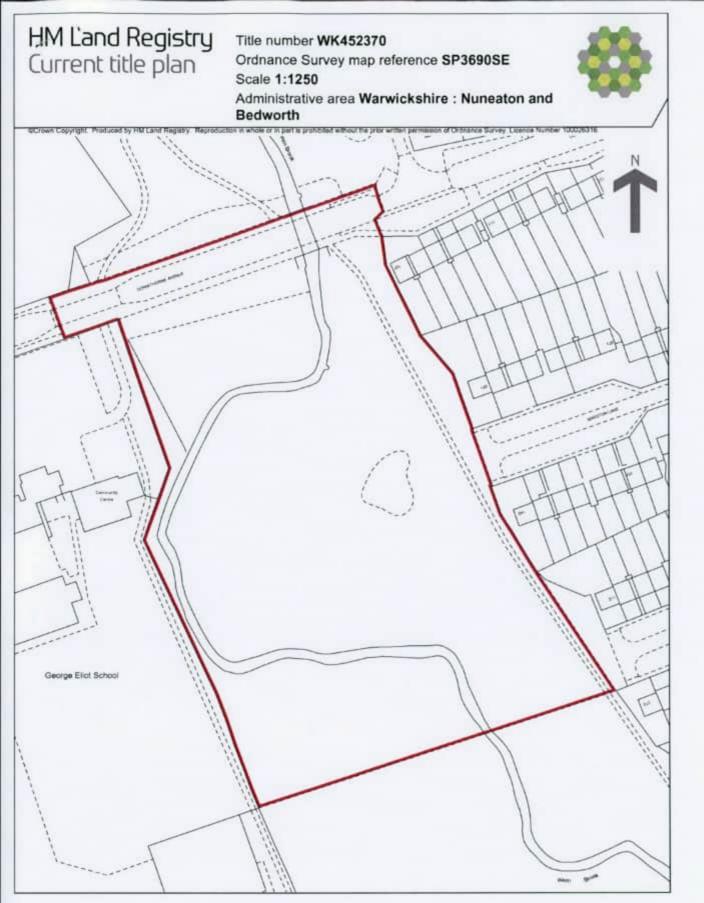
#### C: Charges Register

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

(18.08.2009) The parts of the land affected thereby are subject to the rights granted by a Deed dated 16 March 2007 made between (1) Nuneaton & Bedworth Borough Council and (2) Severn Trent Water Limited.

The said Deed also contains restrictive covenants by the grantor.

¬NOTE:-Copy filed under WK452276.



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 September 2018 at 15:44:02. 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.



#### Title number WK452349

Edition date 20.10.2009

This official copy shows the entries on the register of title on 01 MAR 2019 at 14:36:27.

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 01 Mar 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

(17.08.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land lying to the east of Raveloe Drive, Nuneaton.

## 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 (17.08.2009) PROPRIETOR: NUNEATON AND BEDWORTH BOROUGH COUNCIL of Town Hall, Coton Road, Nuneaton, Warwickshire CV11 5AA and of DX16458, Nuneaton.

## C: Charges Register

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

1 (17.08.2009) The parts of the land affected thereby are subject to the rights granted by a Deed dated 16 March 2007 made between (1) Nuneaton & Bedworth Borough Council and (2) Severn Trent Water Limited.

The said Deed also contains restrictive covenants by the grantor.

¬NOTE:-Copy filed under WK452276.



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 September 2018 at 15:44:25. 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.



#### Title number WK449466

Edition date 02.04.2009

This official copy shows the entries on the register of title on 01 MAR 2019 at 14:37:18.

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 01 Mar 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- 1 (02.05.1990) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the east side of Marston Lane, Nuneaton.
- 2 (02.04.2009) The Transfer dated 27 March 2009 referred to above contains a provision as to boundaries.

#### 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 (02.04.2009) PROPRIETOR: NUNEATON AND BEDWORTH BOROUGH COUNCIL of Town Hall, Coton Road, Nuneaton, Warks CV11 5AA and of DX16458, Nuneaton.

## C: Charges Register

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

- 1 (02.01.1992) The parts of the land affected thereby are subject to rights of support, rights in respect of overhanging or underlying structures and rights of entry to repair and maintain buildings and other structures erected on or near the boundaries of the the land in this title.
- 2 (02.01.1992) The land is subject to rights of drainage and rights in respect of water gas electricity light oil electronic transmissions and similar services.
- 3 (10.04.1991) A Transfer of the land in this title and other land dated 25 March 1991 made between (1) Blue Circle Industries PLC (Vendor) and (2) Saxon Developments Limited (Transferee) contains the following covenants:-

"THE TRANSFEREE hereby covenants with the Vendor to the intent and so as to bind the land hereby transferred into whosesoever hands the same may come for the benefit and protection of the Vendor and of all persons deriving title directly or indirectly through it to each and every part of the Vendor's adjoining and neighbouring lands:

- (a) Not to use the land hereby transferred or any part thereof for or in any way in connection with the manufacture sale or distribution of cement lime whiting bricks chalk clay brickearth sand gravel ballast or other materials of a like nature manufactured or supplied by the Vendor or its associated companies
- (b) Not to raise or make any objection or claim on account of any damage nuisance or annoyance which may be caused by the erosion of any pits quarries or tunnels near to the land hereby transferred or by excavation or reclamation or by smoke fumes dust noise or vibration of machinery or which may otherwise arise out of or be occasioned by the working or carrying on of any present or future manufactory works or operations of the Vendor its allied companies assigns or tenants
- (c) Not to win work or get or permit or suffer to be won worked or gotten any mines minerals or mineral substances in under or upon the land hereby transferred."
- 4 (02.04.2009) A Transfer of the land in this title and other land dated 27 March 2009 made between (1) Blue Circle Residential Estates Limited and (2) Nuneaton And Bedworth Borough Council contains restrictive covenants.

¬NOTE: Copy filed under WK449450.



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 September 2018 at 15:45:32. 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.



#### Title number WK449734

Edition date 20.10.2009

This official copy shows the entries on the register of title on 01 MAR 2019 at 14:38:13.

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 01 Mar 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the east and west sides of Marston Lane, Nuneaton.
- 2 (01.09.1992) There are excluded from this registration the mines and minerals excepted by the Transfer dated 17 August 1992 referred to in the Charges Register in the following terms:-

"EXCEPT AND RESERVING in fee simple to the Vendor and its successors all mines minerals and mineral substances and all chalk clay brickearth marl gravel and slate stone and ores and other substances ordinarily worked for removal by underground or surface working in under and upon the land hereby transferred but without the power to win work or excavate the same."

- 3 (01.09.1992) The Transfer dated 17 August 1992 referred to above contains the following provision:-
  - "PROVIDED ALWAYS and it is hereby agreed and declared that the Transferee shall not be entitled to any easement or right of light air or otherwise which would restrict or interfere with the free use of any adjoining or neighbouring land of the Vendor or its associated companies for building or other purposes and that any enjoyment of any such rights shall be deemed to be by the express consent of the Vendor or its associated companies (as the case may be) determinable at any time without any formal revocation."
- 4 (10.03.1995) A Transfer of the land in this title and other land dated 30 December 1994 made between (1) Blue Circle Properties Limited (Transferor) (2) Persimmon Homes (North Midlands) Limited (Transferee) and (3) Blue Circle Home Products Plc (BCHP) contains the following provision:-

"Provided Always and it is hereby agreed and declared that the Transferee shall not be entitled to any easement or right of light air or otherwise which would restrict or interfere with the free use of any adjoining or neighbouring land of the Transferor or its associated companies for building or other purposes and that any enjoyment of any such rights shall be deemed to be by the express consent of the

## A: Property Register continued

Transferor or its associated companies (as the case may be) determinable at any time without any formal revocation."

- 5 (10.03.1995) The land has the benefit of but is subject to the following rights granted by a Deed dated 6 March 1995 made between (1) Persimmon Homes (North Midlands) Limited (Persimmon) (2) Blue Circle Residential Estates Limited and (3) Blue Circle Home Products Plc (collectively called "the owners")
  - "(A) The Owners are registered or entitled to be registered as proprietors at H M Land Registry in respect of various lands at Marston Lane and Gipsy Lane Nuneaton in the County of Warwick within the area shown edged blue on the plan annexed hereto ("the Estate") and in the case of Persimmon subject to two Legal Charges both dated the 30th December 1994 granted to each of the Mortgagees
  - (B) It is intended by the Owners that the Estate should be developed as a residential estate and for this purpose it is desirable that each of the Owners should be granted certain rights in respect of access and Service Media over the other parts of the Estate
  - (C) The Owners have agreed to grant to each other the easements and rights hereinafter mentioned

NOW THIS DEED WITNESSETH as follows:

- (1) "the Estate" means the residential development estate at Marston Lane Nuneaton in the County of Warwick shown for identification edged blue on Plan 1 annexed hereto
- (2) "the Estate Roads" means all roads verges and footpaths now or hereafter constructed within the Estate which are intended to become highways maintainable at the public expense
- (3) "the Estate Sewers" means all foul and surface water sewers now or hereafter constructed within the Estate which are intended to become sewers maintainable at the public expense
- (4) "the Owner's premises" means in relation to each Owner All Those lands within the Estate of which the Owner is registered or entitled to be registered as proprietor at H M Land Registry
- (5) "the Service Media" means all sewers (other than the Estate Sewers) drains channels ditches soakaways watercourses gutters pipes wires cables poles pillars amplifiers and any other apparatus and conducting media and any structures incidental to the user thereof now or hereafter constructed and used for the purpose of conducting any service or services to or from a dwelling or dwellings
- (6) "the Perpetuity Period" means the period commencing on the 24th June 1988 and enduring for a period of eighty years which period shall be the perpetuity period applicable to this Agreement
- 2. EACH of the Owners as grantor in respect of his part of the Estate as beneficial owner HEREBY GRANTS and the Mortgagees as mortgagees hereby confirm to each of the other Owners as grantee ALL THOSE the easements and rights described in the Schedule hereto TO HOLD the same unto each of the other owners in fee simple as appurtenant to their several respective parts of the Estate.

#### THE SCHEDULE

#### The Rights and Easements

1. The right in common with the Owner and all others entitled to a like right at all times and for all usual and reasonable purposes connected with the use and enjoyment of the Owner's Premises to pass and repass with or without vehicles over and along the Estate Roads within the Owner's Premises until such time as the same shall be adopted and maintained at the public expense Provided Always that such is restricted to pedestrian rights only over such parts thereof as are

## A: Property Register continued

not intended for vehicular use

- 2. The right in common with the Owner and all others entitled to a like right to the free passage and running of water soil gas electricity and other services through the Estate Sewers and Service Media now or within the Perpetuity Period laid or constructed within the Owner's Premises and serving or capable of serving the premises of the other Owners Subject to the payment of a fair proportion according to use of the costs of maintaining the same in good repair
- 3. The right for each of the other Owners and their successors in title to the premises of the other Owners and any statutory authority or undertaking for the time being responsible for the provision of electricity gas water sewage surface water telephone or other main services to lay erect or construct within the Perpetuity Period Estate Sewers and Service Media under any part of the Owner's Premises necessary for the supply of the aforesaid services to the premises of the other Owners TOGETHER WITH full rights of entry with or without workmen materials and appliances at all reasonable times and upon giving reasonable notice except in emergency for the purposes of constructing connecting to inspecting cleansing renewing replacing enlarging repairing removing maintaining and using such Estate Sewers and Service Media the person so entering doing as little damage as possible and making good or paying compensation for all damage thereby occasioned."

-NOTE: Copy plan filed under WK335884.

## 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 (15.04.2009) PROPRIETOR: NUNEATON AND BEDWORTH BOROUGH COUNCIL of Town Hall, Coton Road, Nuneaton, Warks CV11 5AA and of DX16458, Nuneaton.

## C: Charges Register

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

- 1 (24.12.1999) The land is subject to rights of drainage and rights in respect of the supply of water, gas, electricity and other services.
- 2 (24.12.1999) The footpaths and accessways are subject to rights of way.
- 3 (01.09.1992) A Transfer of the land in this title and other land dated 17 August 1992 made between (1) Blue Circle Industries PLC (Vendor) and (2) Blue Circle Properties Limited (Transferee) contains the following covenants:-

"THE TRANSFEREE hereby covenants with the Vendor to the intent and so as to bind the land hereby transferred into whosesoever hands the same may come for the benefit and protection of the Vendor and of all persons deriving title directly or indirectly through it to each and every part of the remainder of the lands in the above mentioned Title:

- (a) Not to use the land hereby transferred or any part thereof for or in any way in connection with the manufacture sale or distribution of cement lime whiting bricks chalk clay brickearth sand gravel ballast or other materials of a like nature manufactured or supplied by the Vendor or its associated companies
- (b) Not to raise or make any objection or claim on account of any damage nuisance or annoyance which may be caused by the erosion of any pits quarries or tunnels near to the land hereby transferred or by excavation or reclamation or by smoke fumes dust noise or vibration of machinery or which may otherwise arise out of or be occasioned by the

working or carrying on of any present or future manufactory works or operations of the Vendor its allied companies assigns or tenants

- (c) Not to win work or get or permit or suffer to be won worked or gotton any mines minerals or mineral substances in under or upon the land hereby transferred."
- 4 (01.09.1992) The land is subject to the following rights reserved by the Transfer dated 17 August 1992 referred to above:-

"EXCEPT AND RESERVING in fee simple to the Vendor the right for the Vendor and its successors in title and the owners and occupiers for the time being of all or any part or parts of the Vendor's adjoining and neighbouring lands and its and their respective servants agents and licensees

- (c) to enter upon the land hereby transferred and to lay and construct within the Perpetuity Period sewers drains pipes wires cables and all necessary supports stays and other ancillary equipment therefor in under on or over
- (i) that part of the land hereby transferred from the Western boundary thereof to Marston Lane ("the Wem Brook Land") along such routes as shall be agreed or in the event of dispute as shall be determined by a sole arbitrator as aforesaid
- (d) to connect to and use inspect maintain repair renew and enlarge all those sewers drains pipes wires cables and the necessary supports stays and other ancillary equipment therefor now or within the Perpetuity Period existing in under on or over
- (i) the Wem Brook land or so laid or constructed as hereinbefore provided with liberty of access at all reasonable times for the purposes of exercising the said rights the person exercising such rights doing as little damage as possible and making reasonable compensation for all damage done."
- (11.01.1999) An Agreement pursuant to Section 38 of the Highways Act 1980 dated 7 January 1999 made between (1) Nuneaton and Bedworth Borough Council (2) Persimmon Homes (North Midlands) Limited (3) Blue Circle Residential Estates Limited and (4) National House Building Council relates to the provisions and construction of footways and cycleways and surface water sewers on the development and their dedication as public highways.

The said Deed also contains covenants.

6 (27.10.1999) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 25 October 1999 made between (1) Persimmon Homes (North Midlands) Limited (2) Blue Circle Residential Estates Limited (hereinafter jointly called "the Grantors") and (3) BG PLC:-

"The Grantors (and to the intent that the easements hereby granted shall be appurtenant to BG's gas undertaking and each and every part thereof) HEREBY GRANTS with full title guarantee unto BG THE EASEMENTS to lay construct inspect maintain protect use replace remove or render unusable an underground pipeline of not more than 300 millimetres diameter for the transmission or storage of gas or other materials connected with the exercise and performance of the functions of a public gas supplier (whether such gas or materials are transmitted by BG on its own behalf or on behalf of other persons) and all necessary apparatus ancillary thereto (all hereinafter together called "the said works") in upon and over a strip of land 6 metres in width coloured pink for identification purposes only on the plan annexed hereto (hereinafter called "the said strip of land") and to pass over the said strip of land for the purposes of the said works and of any works of BG contiguous therewith and over the said land for the purpose of access to the said strip of land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and

apparatus PROVIDED THAT no part of the said works except marker posts shall be laid above or less than 500mm below the surface of the ground EXCEPT AND RESERVING to the Grantors by the themselves their agents tenants or licensees the right provided the provisions of clause 3 (ii) hereof are adhered to for the Grantors to construct lay use inspect cleanse maintain repair and remove under the supervision and with the consent of BG (which shall not be unreasonably withheld or delayed) roads paths and trucks across the said land and pipes wires cables and other buried structures alongside under over or across the said works belonging to BG together with all ancillary rights necessary or proper for carrying out such reserved rights (hereinafter called "the Reserved Rights")"

The said deed also contains the following covenants by the Grantor

"THE Grantors (to the intent and so as to bind the said land and every part thereof into whosesoever hands the same may come and to benefit and protect the easements hereby granted) but not so as to render the Grantors personally liable after they shall have parted with all interest in the said land or the part in respect of which a breach may recur HEREBY COVENANTS with BG as follows:-

- (i) The Grantors shall not knowingly do or cause or permit to be done on the said land anything calculated or likely to cause damage or injury to the said works and in carrying out any operations on the said strip of land will take all reasonable precautions to prevent such damage or injury
- (ii) The Grantors shall not without the prior consent in writing of BG make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the said strip of land so as to interfere with or obstruct the access thereto or to the said works by BG or so as to lessen or in any way interfere with the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works
- (iii) The Grantors shall not erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in through upon or over the said strip of land

PROVIDED that nothing in this Clause shall prevent the Grantors from exercising the Reserved Rights installing any necessary service pipes drains wires or cables under the supervision and with the consent (which shall not be unreasonably withheld or delayed) of BG or its agents or carrying on normal agricultural operations or acts of good husbandry including fencing hedging and ditching not causing such interference obstruction or material reduction or the depth of soil as aforesaid."

NOTE 1: The land coloured pink is tinted pink on the title plan so far as it falls within this title

NOTE 2: The above mentioned "said land" is described in the Deed as "Persimmon is the Registered Proprietor of the land referred to in title number WK357654 and Blue Circle is the registered proprietor of land referred to in title number WK335884 a portion of which lands is shown hatched black on the plan annexed hereto (hereinafter called "the said land")". The land hatched black referred to is hatched blue on the title plan so far as it falls within this title.

(15.04.2009) A Transfer which included the land in this title dated 2 April 2009 made between (1) Persimmon Homes (North Midlands) Limited and (2) Nuneaton And Bedworth Borough Council contains restrictive covenants.

-NOTE: - Copy filed.



This official copy issued on 20 September 2018 shows the state of this title plan on 20 September 2018 at 15:57:18.

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 HM Land Registry, Durham Office.



#### Title number WK448537

Edition date 21.10.2009

This official copy shows the entries on the register of title on 01 MAR 2019 at 14:41:25.

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 01 Mar 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

(20.02.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land lying on the north side of St Georges Way, Nuneaton.

## 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 (20.02.2009) PROPRIETOR: Nuneaton and Bedworth Borough Council of Town Hall, Coton Road, Nuneaton, Warwickshire CV11 5AA and of DX16458, Nuneaton.

## C: Charges Register

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

(20.02.2009) The land is subject to the rights reserved by a Conveyance of the land tinted blue on the title plan dated 24 October 1952 made between (1) Francis Humphrey Maurice Fitzroy Newdgate (2) Joseph Clive Piggott, William Stratford Dugdale and Ronald Eustace Cuthbert Quilter and (3) The Mayor Aldermen And Burgesses Of The Borough Of Nuneaton.

¬NOTE: Copy filed.



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 September 2018 at 15:46:27. 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.



#### Title number WK344972

Edition date 20.10.2009

This official copy shows the entries on the register of title on 01 MAR 2019 at 14:42:32.

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 01 Mar 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the North side of St Georges Way, Chilvers Coton.
- The land has the benefit of the following rights reserved by the Transfer dated 15 August 1986 referred to in the Charges Register:-

"Except and reserved unto the Vendor and its successors in title and other the owners or occupiers for the time being of the Vendor's adjoining property now comprised in Title Number WK258979 and each and every part thereof and any person to whom the Vendor and those deriving title under it may have granted or may hereafter grant a similar right the right at any time without reference to the Purchaser:

- 2.1 The free and uninterrupted right of passage and running of water soil gas electricity and other services from and to all other buildings premises and land whether belonging to the Vendor or not adjoining or near to the Red Land through and along all service conducting media which are now or may within the period of eighty years from the date hereof be in on over or under the Red Land
- 2.2 The right upon giving reasonable prior written notice (except in case of emergency) to enter upon the Red Land for the purpose of inspecting testing maintaining cleansing repairing renewing replacing and connecting to the service conducting media situate in on over or under the Red Land and serving other property and all connections thereto the person or persons so entering making good all damage thereby occasioned
- 2.3 The right to use or deal with any land buildings and/or premises adjoining or near the Red Land in such manner as the Vendor or other owner may in its absolute discretion think fit notwithstanding that by so doing the access of light or air to the Red Land may thereby be diminished interfered with or prejudicially affected provided that by so doing the right of light or air to the Red Land is not substantially diminished interfered with or prejudicially affected\*.

NOTE: The red land referred to adjoins the northern-most part of the south-western boundary of the land in this title. The land in this

## A: Property Register continued

title formerly formed part of Title No. WK258979.

## 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 (22.10.1992) PROPRIETOR: NUNEATON AND BEDWORTH BOROUGH COUNCIL of Town Hall, Coton Road, Nuneaton, Warks, CV11 5AA and of DX16458, Nuneaton.

## C: Charges Register

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

A Wayleave Consent dated 29 March 1950 made between (1) Lucia Charlotte Susan Fitzroy Newdegate (Grantor) and (2) The East Midlands Electricity Board contains provisions in the following terms:-

"I the undersigned (hereinafter called "the Grantor") being owner of the premises described in the First Schedule hereto (hereinafter called the "said premises") HEREBY CONSENT AND AGREE to the placing laying erecting and also to the using maintaining repairing and replacing by THE EAST MIDLANDS ELECTRICITY BOARD (hereinafter called "the Board") of the works described in the Second Schedule hereto across the said premises and also to the entry by the Board from time to time upon the said premises by their servants agents contractors and work people for the purposes of inspecting maintaining repairing and replacing or removing the works or any of them.

THE SECOND SCHEDULE

Description of Works

- (a) .....
- (b) .....
- (c) The laying at a depth of not less than One feet six inches below the surface of the said land three underground cables in the line indicated by a red dotted line on the said plan.

Such erection placing or laying to be subject to such reasonable modification as may be found necessary or desirable in the course of construction or at any future date and as may be agreed with the Grantor."

NOTE: The red dotted line referred to is shown by a mauve broken line on th filed plan in so far as it affects the land in this title.

The land in this title is subject to the following rights reserved by a Conveyance thereof together with other land dated 10 March 1978 made between (1) Francis Humphrey Maurice Fitzroy Newdegate (Vendor) (2) Sir William Stratford Dugdale and Geoffrey David Wentworth-Stanley (3) Fairdown Limited and (4) Deeley Construction Limited (Sub-Purchaser):

"Rights excepted and reserved to the Vendor

- (a) The right to drain surface water from the Vendor's adjoining and neighbouring land through the present existing drains and not exceeding the present existing volume from the present existing state of the Vendor's adjoining and neighbouring land into the surface water drainage system to be constructed by the Sub-Purchaser on the land hereby conveyed.
- (b) The passage and running of water soil and electricity through all present existing pipelines and cables (if any) now used and enjoyed for the benefit of the Vendor's adjoining or adjacent property PROVIDED

ALWAYS that the Sub-Purchaser may at any time remove or obstruct such pipes drains and cables or any of them if it shall first provide alternative services of at least equal capacity and efficiency in the place of those removed or obstructed."

3 The land in this title is subject to the following rights granted by a Transfer of land to the south dated 7 November 1979 made between (1) Deeley Construction Limited (Transferor) and (2) Wilkinson Transport Limited (Transferee):-

"The transferrred land is hereby transferred together with the following rights as appurtenant thereto:

the right for the Transferee and its successors in title (in common with the Transferor and all persons to whom the Transferor may have granted or may hereafter grant a like right) for all purposes connected with the use and enjoyment of the transferred land but not for any other purpose whatsoever

- (a) to pass and repass (and in the case of the waiting lane to park) at all times with or without vehicles over and along the roadway and the waiting lane shown coloured brown and blue on the said plan respectively
- (b) the right to the free and uninterrupted passage and running of water soil gas electricity and other services through any pipes wires drains cables or other conduits which are now or which may hereafter (but within the period of eighty years from the date hereof which period shall be the perpetuity period applicable hereto) ("the said period") be laid in on over or under the remainder of the land comprised in the above mentioned titles ("the retained land")
- (c) the right to enter on the retained land for the purpose of making connections to and inspecting repairing renewing and maintaining any of the said pipes wires drains cables or conduits which are now or which may hereafter be constructed (but within the said period) the persons exercising such right making good forthwith to the reasonable satisfaction of the Transferor any damage occasioned to the retained land by the exercise of such right."

NOTE: The land coloured brown and blue referred to is not included in this tite.

- A Transfer of the land in this title and other land dated 31 March 1980 made between (1) Deeley Construction Limited (Transferor) and (2) Hallamshire Industrial Estates Limited (Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- The parts of the land affected thereby are subject to the following rights granted by a Transfer of land lying to the Southwest of the land in this title dated 29 March 1984 made between (1) Hallamshire Industrial Estates Limited (Transferor) and (2) Lodgecedar Limited (Transferee):-

"TOGETHER with (in common with the Transferor and all others now or hereafter having the like rights):-

- (a) the right of free passage and running of gas water soil and electricity to and from the Property in and through the pipes wires sewers channels and drains serving the same or which are now or may at any time within a period of eighty years from the date hereof be in over or under the remainder of the land comprised in the above numbered Title (hereinafter called "the Retained Property") and each and every part thereof
- (b) the right after giving not less than forth-eight hours previous written notice (except in case of emergency) to enter with or without workmen and equipment upon the Retained Property adjoining or neighbouring the Property for the purpose of inspecting maintaining repairing renewing and replacing the Property or any part thereof and any services serving the same causing no unnecessary damage or disturbance and promptly making good any damage caused."

NOTE: The land in this title formed part of the Retained Property referred to.

The land is subject to the following rights granted by a Transfer of land lying to the southwest of the land in this title dated 15 August 1985 made between (1) Hallamshire Developments Limited and (2) Pendre Investments Limited:-

"TOGETHER WITH (in common with the Vendor and all others now or hereafter having the like rights) the right of free passage and running of gas water soil and electricity to and from the Property in and through the pipes wires sewers channels conduits drains and other conducting media ("the Pipes") serving the same or which are now or may at any time within the period of eighty years from the date hereof be in over or under the remainder of the land comprised in title number WK258979 as at the date hereof."

NOTE: The land in this title formed part of the land comprised in title WK258979.

7 A Transfer which included land adjoining part of the western boundary of the land in this title dated 15 August 1986 made between (1) Deeley Properties Limited (Vendor) and (2) Norfolk House London Limited (Purchaser) contains the following covenants by the Vendor:-

"THE Vendor for itself and its successors in Title to that part of the remainder of the land comprised in Title Number WK258979 forming a strip eighty metres wide fronting the A444 highway from Coventry to Nuneaton for the benefit of the Red Land and each and every part thereof HEREBY COVENANTS with the Purchaser and its successors in title not to use the said land as a petrol filling station and/or motorists restaurant."

NOTE 1: The red land referred to is land edged red on plan No 2 and the land in this title formed part of title WK258979

-NOTE 2: Copy plan No. 2 filed. Original filed under WK299333.

The land is subject to the following rights granted by the Transfer dated 15 August 1986 referred to above:-

"Together with (in common with the Vendor and all others now or hereafter having the like rights) the following rights:

- 1.1 The right of free passage and running of water and soil through the foul and storm water sewers to be constructed by the Vendor within the service strip shown on Plan Number 2 or along the routes approximately indicated on Plan Number 2 subject to the payment of a proportion of the costs calculated according to user of maintaining and repairing the same
- 1.2 The right to construct lay and thereafter use such other services within the said service strip as may be necessary to serve the Red Land
- 1.3 The right upon giving reasonable prior written notice (except in case of emergency) to enter upon the said service strip or land adjoining the said routes for the purpose of inspecting testing maintaining repairing renewing replacing and connecting to the said service conducting media in on over or under the said service strip or land adjoining the said routes the person or persons so entering making good all damage thereby occasioned."
- The parts of the land affected thereby are subject to the following rights granted by a Transfer of land lying to the Southwest of the land in this title dated 12 June 1987 made between (1) Deeley Properties Limited (Transferor) and (2) Carryfast Limited (Transferee):-

"TOGETHER WITH (in common with the Transferor and all others now or hereafter having the like right) the following rights:-

1. The right of free passage and running of gas water soil and electricity to and from the Property through and along all service conducting media serving the same which are now or may at any time

within the period of eighty years from the date hereof be in on over or under the Transferor's adjoining land shown edged blue on the plan ("the blue land")

2. The right upon giving reasonable prior notice (except in the case of emergency) to enter upon the blue land for the purpose of inspecting testing maintaining repairing renewing replacing and connecting to the service conducting media situate in on over or under the blue land and serving other property and all connections thereto the person or persons so entering making good all damage therbey occasioned

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

- The parts of the land affected thereby are subject to the rights granted by a Transfer of land lying to the Southwest of the land in this title dated 12 June 1987 made between (1) Deeley Properties Limited and (2) Ellis & Everard PLC which rights are identical to those contained in the Transfer dated 12 June 1987 referred to above except that reference to "the blue land" is replaced by "the retained land"
- The parts of the land affected thereby are subject to the following rights granted by a Transfer of land adjoining part of the western boundary of the land in this title 18 March 1988 made between (1) Deeley Properties Limited (Vendor) and (2) Midland Investments Limited (Purchaser):-

"Together with (in common with the Vendor and all others now or hereafter having the like right) for the Purchaser its successors in title to the Property and persons deriving title under it or them and any person to whom the Purchaser its successors and those deriving title under it or them may at any time grant a similar right the following rights at any time without reference to the Vendor

- 1. The free and uninterrupted right in fee simple of passage and running of gas, water, soil surface water and electricity and other services to and from the Property and/or buildings for the time being thereon through and along all service conducting media serving the same (and whether or not serving other property) which are now or may at any time within the period of eighty years from the date hereof ("the perpetuity period") be in on under or over the Vendor's adjoining land
- 2. The right in fee simple of support for the Property and buildings for the time being thereon from the Vendor's adjoining land
- 3. The right in fee simple upon giving reasonable prior written notice (except in the case of emergency) to enter upon the Vendor's adjoining land with or without workmen and equipment for the purpose of inspecting testing maintaining cleansing repairing renewing replacing and connecting to service conducting media at any time in on over or under the Vendor's adjoining land and for the purpose of constructing service conducting media in on over or under the Vendor's adjoining land and whether or not any of the same serve other property and all connections thereto any person or persons so entering making good all damage thereby occasioned the perpetuity period (being the perpetuity period applicable to this paragraph) applies so far as the same is required Provided That (subject to all rights existing at the date hereof)
- (i) Neither the Vendor nor any third party may exercise any rights in relation to any service conducting media which are constructed after the date hereof for the purpose of serving only the Property and/or buildings for the time being thereon
- (ii) Neither the Vendor nor any third party may use any service conducting media serving both the Property and/or the buildings for the time being thereon and other property, so as to interfere substantially with the use thereof for the time being by the occupiers of the Property
- (iii) All persons using any service conducting media shall make fair contributions to the repair maintenance and renewal thereof from time to time\*

The parts of the land affected thereby are subject to the rights granted by a Deed dated 3 November 1988 made between (1) Deeley Properties Limited and (2) The East Midlands Electricity Board. The said Deed also contains covenants.

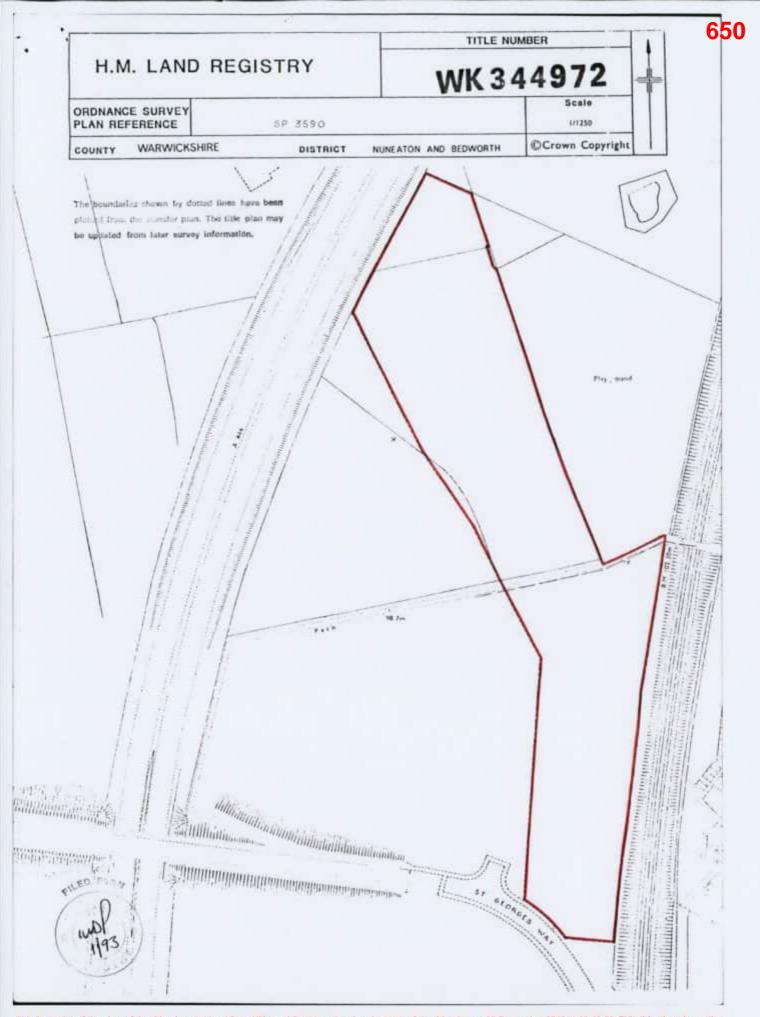
-NOTE: Copy filed under WK258979.

#### Schedule of restrictive covenants

The following are details of the covenants contained in the Transfer dated 31 March 1980 referred to in the Charges Register:-

"The Transferee hereby covenants with the Transferor and its successors in title with the intent and so as to bind the land hereby transferred into whosoever hands the same may come and to benefit and protect the lands edged blue and coloured brown on the plan No 2 annexed hereto (such lands being hereinafter called "the Blue Land" and "the Brown Land" respectively) and each and every part thereof but so that no person shall have any liability in respect thereof after he has parted with all interest in the land hereby transferred or the part thereof affected by a breach of this covenant not to discharge any trade effluent (the discharge of which requires such notice or consent as is hereinafter described) into any pipes or sewers which may or may hereafter run through the Blue Land and/or the Brown Land without having first obtained the appropriate trade effluent notice or consent from the appropriate Local Authority The Transferee for the purpose of affording to the Transferor a full and sufficient indemnity but not further or otherwise hereby covnenats with the Transferor that the Transferee and the persons deriving title under the Transferee will at all times hereafter observe and perform the covenants contained in the said Conveyance made the 27th day of December 1979 between British Railways board (1) and the Transferor (2) so far as the same relate to the land hereby transferred and are still subsisting and capable of being enforced (but not so as to render the Transferee or the persons deriving title under it personally liable in damage for any breach of this covenant after it or they shall have parted with all interest in the Land in respect of which a breach shall occur) and will so far as aforesaid indemnify and keep indemnified the Transferor and its estate and effects from and against all actions claims and demands in respect of any future non-observance or non-performance thereof."

NOTE: The lands edged blue and coloured Brown referred to above lie to the south of the land in this title.



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 September 2018 at 15:46:52. 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 HM Land Registry, Gloucester Office.



#### Title number WK450206

Edition date 27.05.2010

This official copy shows the entries on the register of title on 01 MAR 2019 at 14:47:24.

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 01 Mar 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

1 (08.05.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Riversley Park, Coton Road, Nuneaton (CV11 5HA).

## 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 (08.05.2009) PROPRIETOR: Nuneaton and Bedworth Borough Council of Town Hall, Coton Road, Nuneaton, Warwickshire CV11 5AA and of DX16458, Nuneaton.

## C: Charges Register

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

- (08.05.2009) The land is subject to rights to use the drains, water, soil, gas and electricity or other services, rainwater gutters and other conducting media therein and ancillary rights of entry.
- 2 (08.05.2009) The footpaths are subject to rights of way on foot only.
- 3 (08.05.2009) A Indenture dated 8 January 1898 made between (1) Harry Webster and (2) Aubrey Seaman And Company Limited contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 4 (08.05.2009) The land hatched blue and cross-hatched blue on the title plan is subject to the rights granted by a Deed dated 4 February 1994 made between (1) The Ideal Benefit Trustee Company Limited (2) Ideal Benefit Society and (3) Nuneaton and Bedworth Borough Council.

HM Land Registry Current title plan

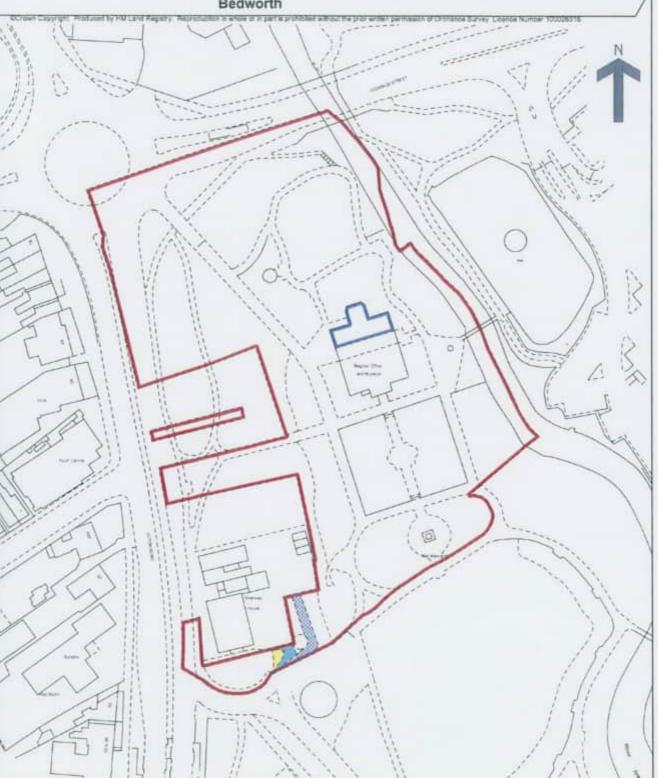
Title number WK450206

Ordnance Survey map reference SP3691NW

Scale 1:1250 enlarged from 1:2500

Administrative area Warwickshire: Nuneaton and





This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 September 2018 at 15:47:27. 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 HM Land Registry, Gloucester Office.



#### Title number WK450173

Edition date 22.10.2009

This official copy shows the entries on the register of title on 01 MAR 2019 at 14:44:39.

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 01 Mar 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

1 (06.05.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Riversley Park, Coton Road, Nuneaton (CV11 5TU).

#### 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 (06.05,2009) PROPRIETOR: Nuneaton and Bedworth Borough Council of Town Hall, Coton Road, Nuneaton, Warwickshire CV11 5AA and of DX16458, Nuneaton.

## C: Charges Register

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

- 1 (06.05.2009) The land is subject to rights to use the drains, water, soil, gas and electricity or other services, rainwater gutters and other conducting media therein and ancillary rights of entry.
- 2 (06.05.2009) The footpaths are subject to rights of way on foot only.
- 3 (06.05.2009) The land is subject to the following rights granted by a Deed of Exchange conveying the land tinted pink on the title plan dated 3 April 1936 made between (1) Nuneaton Corporation (Corporation) and (2) Warwickshire County Council:-

TOGETHER with a right to pass and repass and to use for all purposes as a foot horse cart and carriage road between Coton Road aforesaid and the piece of land hereby conveyed to the Corporation the road or way leading from Coton Road aforesaid to the northerly corner of such piece of land.

4 (06.05.2009) The land is subject to the following rights granted by a Conveyance of Our Lady of the Angels Roman Catholic Infant School and St Joseph's Roman Catholic Junior School, Coton Road dated 4 December 1973 made between (1) Nuneaton Corporation (Vendors) and (2) Warwickshire County Council:-

"TOGETHER with full right and liberty

- (a) to lay inspect repair cleanse and maintain a surface water drain within and under the Vendors' retained land in the approximate position indicated by a broken blue line on the said plan between the points marked A and B thereon
- (b) to use the said surface water drain for the passage of surface water only from the land hereby conveyed and all buildings erected thereon to the River Anker and
- (c) to enter on the Vendors' said retained land at all times over a working width of five metres or thereabouts for the purpose of carrying out the works referred to at (a) above the Council nevertheless doing as little damage as possible to the Vendors' said retained land and making good to the reasonable satisfaction of the Vendors all damage or disturbance thereby caused or paying reasonable compensation in lieu thereof."

NOTE: - The broken blue line and points marked A and B referred to are reproduced on the title plan.

5 (06.05.2009) The land is subject to the rights granted by a Deed dated 7 September 1987 made between (1) Nuneaton and Bedworth Borough Council and (2) J Sainsbury Plc.

¬NOTE: Copy filed under WK297213.

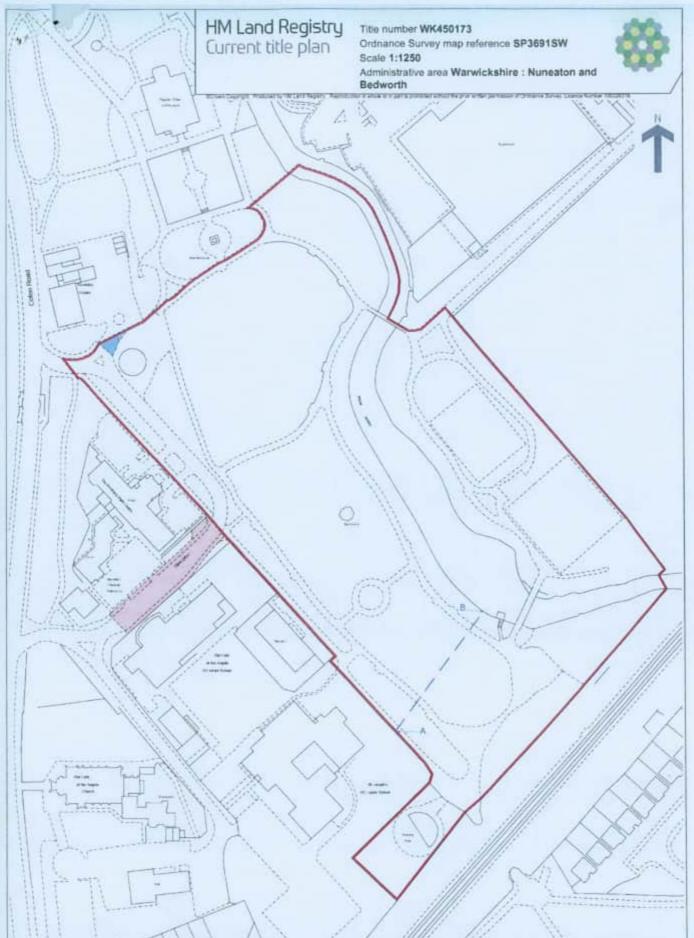
6 (06.05.2009) The land tinted blue on the title plan is subject to the following rights granted by a Transfer of Riversley House, Coton Road dated 31 October 1994 made between (1) Nuneaton and Bedworth Borough Council (Transferor) and (2) Timothy Patrick Buxton Hopkin and others (Transferee):-

"Together with a right of way in common with the Transferor and its successors in title and all others having similar rights to pass and repass with or without vehicles over the land shown coloured brown and yellow on the plan for the purpose of gaining access to and egress from the rear of the property hereby transferred."

NOTE: The land coloured yellow referred to does not affect the land in this title. The land coloured brown referred to is tinted blue on the title plan.

7 (11.05.2009) The land cross-hatched blue on the title plan is subject to the rights granted by a Deed dated 4 February 1994 made between (1) The Ideal Benefit Trustee Company Limited (2) Ideal Benefit Society and (3) Nuneaton and Bedworth Borough Council.

¬NOTE: Copy filed under WK342892.



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 September 2018 at 16:47:51. 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.



#### Title number WK450035

Edition date 22.10.2009

This official copy shows the entries on the register of title on 01 MAR 2019 at 14:48:51.

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 01 Mar 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

(28.04.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Sorrell Road, Nuneaton.

NOTE 1: The land tinted green on the title plan is not included in the title.

NOTE 2: As to the part numbered 1 on the title plan the rooms over the passageway belonging to 112 Sorrell Road are excluded from the title.

- 2 (28.04.2009) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 (28.04.2009) By transfers of adjoining or neighbouring land pursuant to Chapter 1 of Part 1 of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 of the Housing Act 1980 or Schedule 6 of the Housing Act 1985.
- 4 (28.04.2009) Where adjoining or neighbouring land includes joint accessways and pathways, the land in this title has the benefit of the rights of way reserved thereover.

#### 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 (28.04.2009) PROPRIETOR: NUNEATON AND BEDWORTH BOROUGH COUNCIL of Town Hall, Coton Road, Nuneaton, Warwickshire CV11 5AA and of DX16458, Nuneaton.

## C: Charges Register

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

- 1 (28.04.2009) The land is subject to rights to use the drains, water, soil, gas and electricity or other services, rainwater gutters and other conducting media therein and ancillary rights of entry.
- 2 (28.04.2009) The parts of the land affected thereby are subject to rights of way over any joint accessways included therein.
- 3 (28.04.2009) The garage forecourts are subject to rights of way.
- 4 (28.04.2009) A Conveyance of the land in this title and other land dated 29 October 1938 made between (1) Henry Hollingdrake Maddocks and others and (2) Albert Redvers West contains restrictive covenants.

-NOTE: Copy filed under WK449819.

(28.04.2009) The land tinted brown on the title plan is subject to the following rights granted by a Conveyance of land adjoining 116 Sorrell Road dated 9 November 1983 made between (1) Nuneaton and Bedworth Borough Council and (2) Bertram Alfred Forrest and Marian Forrest (Purchasers):-

"TOGETHER WITH the right for the Purchasers and their successors in title to pass and repass with or without motor vehicles over the triangular piece of land shown coloured blue on the said plan for the purpose of obtaining access to and egress from the said Number 116 Sorrell Road aforesaid and the piece of land hereby contracted to be sold".

NOTE: The land coloured blue referred to is tinted brown on the title plan.

6 (28.04.2009) The land is subject to the rights granted by a Deed dated 23 August 1999 made between (1) Nuneaton and Bedworth Borough Council and (2) Jephson Homes Housing Association Limited.

-NOTE: Copy without plan filed.

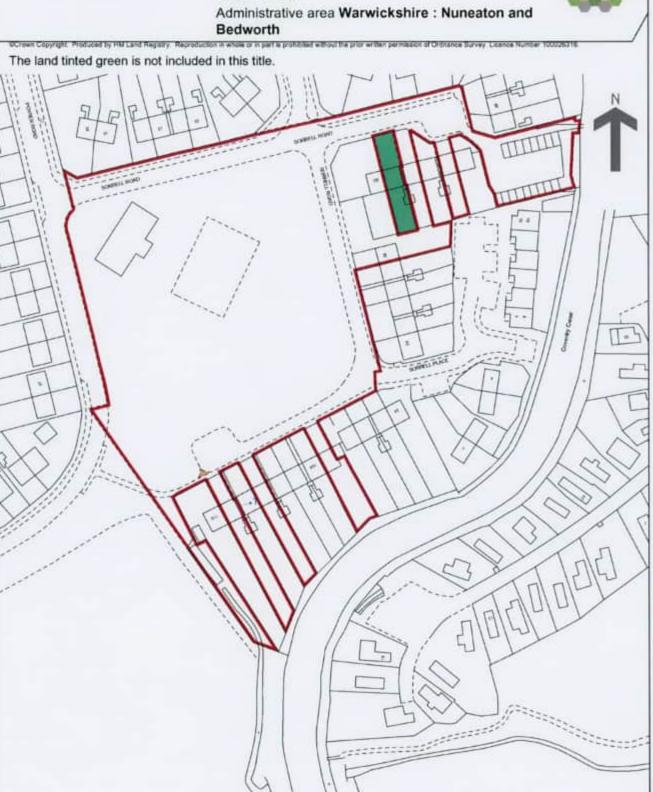
## HM Land Registry Current title plan

Title number WK450035

Ordnance Survey map reference SP3689NE

Scale 1:1250





This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 September 2018 at 15:48:18. 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.



#### Title number WK450173

Edition date 22.10.2009

This official copy shows the entries on the register of title on 01 MAR 2019 at 14:44:39.

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 01 Mar 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

1 (06.05.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Riversley Park, Coton Road, Nuneaton (CV11 5TU).

## 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 (06.05.2009) PROPRIETOR: Nuneaton and Bedworth Borough Council of Town Hall, Coton Road, Nuneaton, Warwickshire CV11 5AA and of DX16458, Nuneaton.

## C: Charges Register

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

- 1 (06.05.2009) The land is subject to rights to use the drains, water, soil, gas and electricity or other services, rainwater gutters and other conducting media therein and ancillary rights of entry.
- 2 (06.05.2009) The footpaths are subject to rights of way on foot only.
- 3 (06.05.2009) The land is subject to the following rights granted by a Deed of Exchange conveying the land tinted pink on the title plan dated 3 April 1936 made between (1) Nuneaton Corporation (Corporation) and (2) Warwickshire County Council:-

TOGETHER with a right to pass and repass and to use for all purposes as a foot horse cart and carriage road between Coton Road aforesaid and the piece of land hereby conveyed to the Corporation the road or way leading from Coton Road aforesaid to the northerly corner of such piece of land.

4 (06.05.2009) The land is subject to the following rights granted by a Conveyance of Our Lady of the Angels Roman Catholic Infant School and St Joseph's Roman Catholic Junior School, Coton Road dated 4 December 1973 made between (1) Nuneaton Corporation (Vendors) and (2) Warwickshire County Council:-

"TOGETHER with full right and liberty

- (a) to lay inspect repair cleanse and maintain a surface water drain within and under the Vendors' retained land in the approximate position indicated by a broken blue line on the said plan between the points marked A and B thereon
- (b) to use the said surface water drain for the passage of surface water only from the land hereby conveyed and all buildings erected thereon to the River Anker and
- (c) to enter on the Vendors' said retained land at all times over a working width of five metres or thereabouts for the purpose of carrying out the works referred to at (a) above the Council nevertheless doing as little damage as possible to the Vendors' said retained land and making good to the reasonable satisfaction of the Vendors all damage or disturbance thereby caused or paying reasonable compensation in lieu thereof."

NOTE:-The broken blue line and points marked A and B referred to are reproduced on the title plan.

5 (06.05.2009) The land is subject to the rights granted by a Deed dated 7 September 1987 made between (1) Nuneaton and Bedworth Borough Council and (2) J Sainsbury Plc.

¬NOTE: Copy filed under WK297213.

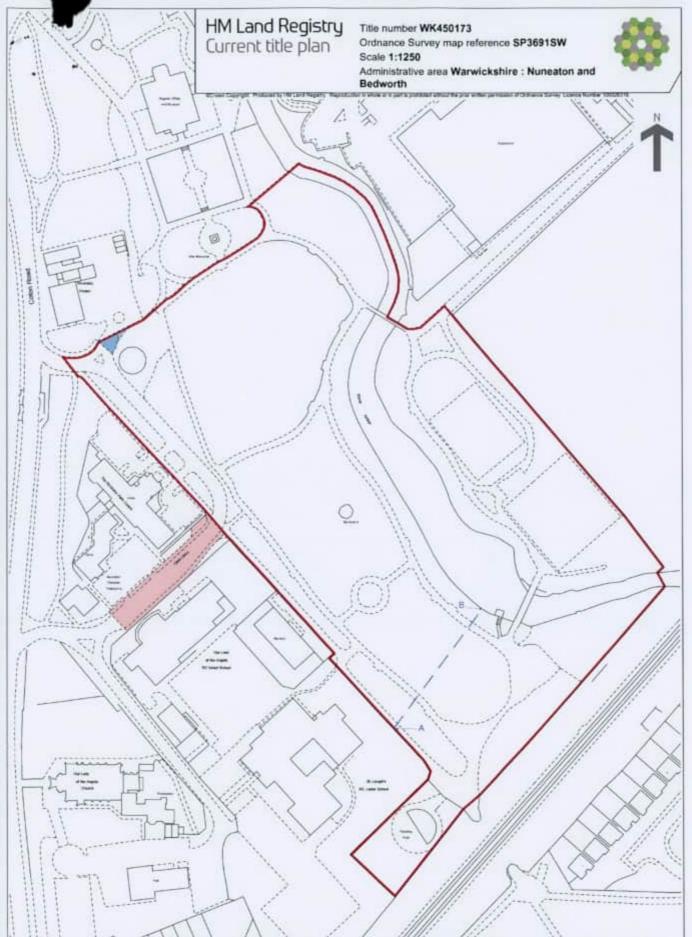
6 (06.05.2009) The land tinted blue on the title plan is subject to the following rights granted by a Transfer of Riversley House, Coton Road dated 31 October 1994 made between (1) Nuneaton and Bedworth Borough Council (Transferor) and (2) Timothy Patrick Buxton Hopkin and others (Transferee):-

"Together with a right of way in common with the Transferor and its successors in title and all others having similar rights to pass and repass with or without vehicles over the land shown coloured brown and yellow on the plan for the purpose of gaining access to and egress from the rear of the property hereby transferred."

NOTE: The land coloured yellow referred to does not affect the land in this title. The land coloured brown referred to is tinted blue on the title plan.

7 (11.05.2009) The land cross-hatched blue on the title plan is subject to the rights granted by a Deed dated 4 February 1994 made between (1) The Ideal Benefit Trustee Company Limited (2) Ideal Benefit Society and (3) Nuneaton and Bedworth Borough Council.

¬NOTE: Copy filed under WK342892.



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 September 2018 at 15:47:51. 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.



#### Title number WK450206

Edition date 27.05.2010

This official copy shows the entries on the register of title on 01 MAR 2019 at 14:47:24.

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 01 Mar 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

1 (08.05.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Riversley Park, Coton Road, Nuneaton (CV11 5HA).

## 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 (08.05.2009) PROPRIETOR: Nuneaton and Bedworth Borough Council of Town Hall, Coton Road, Nuneaton, Warwickshire CV11 5AA and of DX16458, Nuneaton.

## C: Charges Register

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

- 1 (08.05.2009) The land is subject to rights to use the drains, water, soil, gas and electricity or other services, rainwater gutters and other conducting media therein and ancillary rights of entry.
- 2 (08.05.2009) The footpaths are subject to rights of way on foot only.
- 3 (08.05.2009) A Indenture dated 8 January 1898 made between (1) Harry Webster and (2) Aubrey Seaman And Company Limited contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 4 (08.05.2009) The land hatched blue and cross-hatched blue on the title plan is subject to the rights granted by a Deed dated 4 February 1994 made between (1) The Ideal Benefit Trustee Company Limited (2) Ideal Benefit Society and (3) Nuneaton and Bedworth Borough Council.

-NOTE: Copy filed under WK342892.

5 (08.05.2009) The land tinted blue, tinted yellow and hatched blue on the title plan is subject to the following rights granted by a Transfer of Riversley House, Coton Road dated 31 October 1994 made between (1) Nuneaton and Bedworth Borough Council (Transferor) and (2) Timothy Patrick Buxton Hopkin and others (Transferee):-

"Together with a right of way in common with the Transferor and its successors in title and all others having similar rights to pass and repass with or without vehicles over the land shown coloured brown and yellow on the plan for the purpose of gaining access to and egress from the rear of the property hereby transferred."

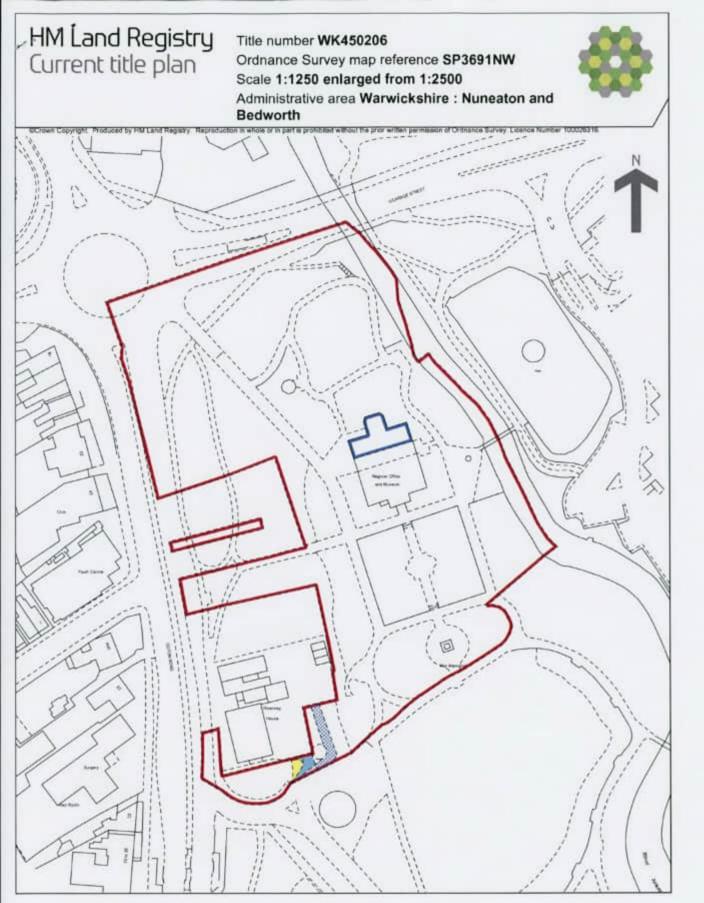
NOTE: The land coloured yellow referred is tinted yellow on the title plan. The land coloured brown referred to is tinted blue and hatched blue on the title plan.

6 (08.05.2009) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.

#### Schedule of notices of leases

1 27.05.2010 Riversley Park (Ground 20.05.2010 WK456768 Edged in blue Floor) 10 years from 30/03/2010

### End of register



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 September 2018 at 15:47:27. 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.



#### Title number WK448965

Edition date 23.10.2009

This official copy shows the entries on the register of title on 01 MAR 2019 at 14:32:35.

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 01 Mar 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

(11.03.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the north side of Avenue Road, Nuneaton.

NOTE: The land tinted green on the title plan is not included in the title.

- 2 (11.03.2009) As to the part tinted pink and tinted blue on the title plan the mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- (11.03.2009) By transfers of adjoining or neighbouring land pursuant to Chapter 1 of Part 1 of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 of the Housing Act 1980 or Schedule 6 of the Housing Act 1985.
- 4 (11.03.2009) 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 11 July 1997 made between (1) Midland and General Developments Limited (Transferee) (2) Esprit Estates Limited (Esprit) and (3) Nuneaton and Bedworth Borough Council (Transferor):-

"Together with the following rights to the Transferee and its successors in title the owners and occupiers of the Property and each and every part thereof:-

- (i) a right of access for emergency vehicles only through the Transferor's Retained Land known as "The Pingles" along the existing access road across the same.
- (ii) the right to connect to or lay and thereafter use and replace maintain or relay all necessary drainage water gas electricity and telecommunications services to serve the Property as a Residential Development such services to be laid so far as possible in existing access roads or in the adjoining land of the Transferor in such positions as are reasonably acceptable to the Transferor so as to cause minimum interference with the future use of the Transferor's adjoining

## A: Property Register continued

land and in accordance with all reasonable requirements of the Transferor and the Transferor further agrees that if Severn Trent Water Limited require an Agreement to be entered into under Section 104 of the Water Industry Act 1991 regarding drainage for the Property then the Transferor will enter into such an Agreement if so requested by the Transferee in order to secure the future maintenance and adoption of the sewers laid pursuant to the drainage rights herein contained.

4. THERE is excepted and reserved from this Transfer such rights of access over the Property as are necessary to preserve existing access rights for the Transferor and the public in general to The Pingles from the Ribbonfields Development to the east of the Property."

## 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 (11.03.2009) PROPRIETOR: NUNEATON AND BEDWORTH BOROUGH COUNCIL of Town Hall, Coton Road, Nuneaton, Warwickshire CV11 5AA and of DX16458, Nuneaton

## C: Charges Register

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

- (11.03.2009) The land is subject to rights to use the drains, water, soil, gas and electricity or other services, rainwater gutters and other conducting media therein and ancillary rights of entry.
- 2 (11.03.2009) The passageways are subject to rights of way on foot only.
- 3 (11.03.2009) A Conveyance of the land tinted pink on the title plan and other land dated 3 October 1914 made between (1) Francis Alexander Newdigate Newdegate (2) Charles John Rowley and John Henry Monckton and (3) John Baddeley (Purchaser) contains the following covenants:-

"AND the Purchaser for himself his heirs and assigns (with intent to bind all persons in whom the hereditaments hereby conveyed shall for the time being be vested but so as not to be personally liable for the breach of any restrictive covenant after he has parted with the said hereditaments) hereby covenants with the life tenant that the Purchaser and the persons deriving title under him will observe and perform the stipulations restrictions and conditions contained in the First Schedule hereto

The First Schedule referred to

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- 2. No fence on the land hereby conveyed shall be used as an advertising station or be so constructed or used as to be condemned by the Surveyor for the time being of the life tenant as a nuisance or an injury to the owners of the adjoining land.
- 3. No Hut Caravan house on wheels or other Chattel adapted or intended for use as a dwelling or sleeping apartment nor any Booths shows swings or roundabouts shall be erected made placed or used or be allowed to remain upon the land and the life tenant or the owner or owners of adjoining land may remove and disperse of any such erection or other thing and for that purpose may enter upn the land hereby conveyed and shall not be responsible for the safe keeping of anything so removed or for the loss thereof or any damage thereto.
- 4. No part of the land hereby conveyed nor any building to be erected thereon shall be used for any noisy or offensive trade nor for the trade of a licensed victualler or of any retailer of wines spirits or

beer to be consumed either on or off the premises or for the purpose of a working men's club.

- 5. No Gravel Sand Earth or other material shall be excavated from the land except for the purpose of foundations or for use in building thereon."
- 4 (11.03,2009) A Conveyance of the land tinted blue on the title plan and other land dated 14 October 1914 made between (1) Francis Alexander Newdigate Newdegate (2) Charles John Rowley, and John Henry Monckton and (3) George Winters (Purchaser) contains covenants identical with those contained in the Conveyance dated 3 October 1914 referred to above
- 5 (11.03.2009) The land is subject to the rights granted by a Deed dated 2 October 1995 made between (1) Nuneaton And Bedworth Borough Council (2) Midland And General Developments Limited and (3) Severn Trent Water Limited.

The said Deed also contains restrictive covenants by the grantor.

¬NOTE: Copy filed.

6 (11.03.2009) The land is subject to the following rights granted by a Transfer of other land dated 24 April 1997 made between (1) Nuneaton and Bedworth Borough Council (the Transferor)(2) Esprit Estates Limited (Esprit) and (3) Whitbread Plc (the Transferee):-

"Together with the rights set out in the First Schedule

#### FIRST SCHEDULE

#### The Rights Granted

- (a) The right for the Transferee to enter upon the Transferor's adjoining land to excavate and lay and thereafter use foul and surface water sewers together with the necessary water supply gas electricity and telecommunications pipes wires and cables ("the Service Conduits") to adoption standards where applicable to serve the Property and the Buildings to be constructed thereon such Service Conduits to be in such positions as are reasonably acceptable to the Council and in the course of carrying out such excavation and laying the Transferee causing as little disturbance damage and inconvenience as reasonably practicable and making good all damage caused as soon as reasonably practicable and to the reasonable satisfaction of the Transferor.
- (b) The right to enter the Transferor's adjoining land for the purpose of inspecting maintaining repairing and where necessary renewing the Service Conduits subject to cause as little disturbance damage and inconvenience as reasonable practicable and making good all damage caused to the Transferor's reasonable satisfaction
- (c) A right of way for the Transferee and all others passing to and from the Property (including members of the public) at all times and for all purposes with or without vehicles over and along the adjoining road ("the Access Road") owned by the Transferor and coloured brown on the annexed plan until such time as it shall be adopted as a public highway."

NOTE: - Copy plan filed.

7 (11.03.2009) The land is subject to the rights granted by a Deed dated 16 March 2007 made between (1) Nuneaton And Bedworth Borough Council and (2) Severn Trent Water Limited.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

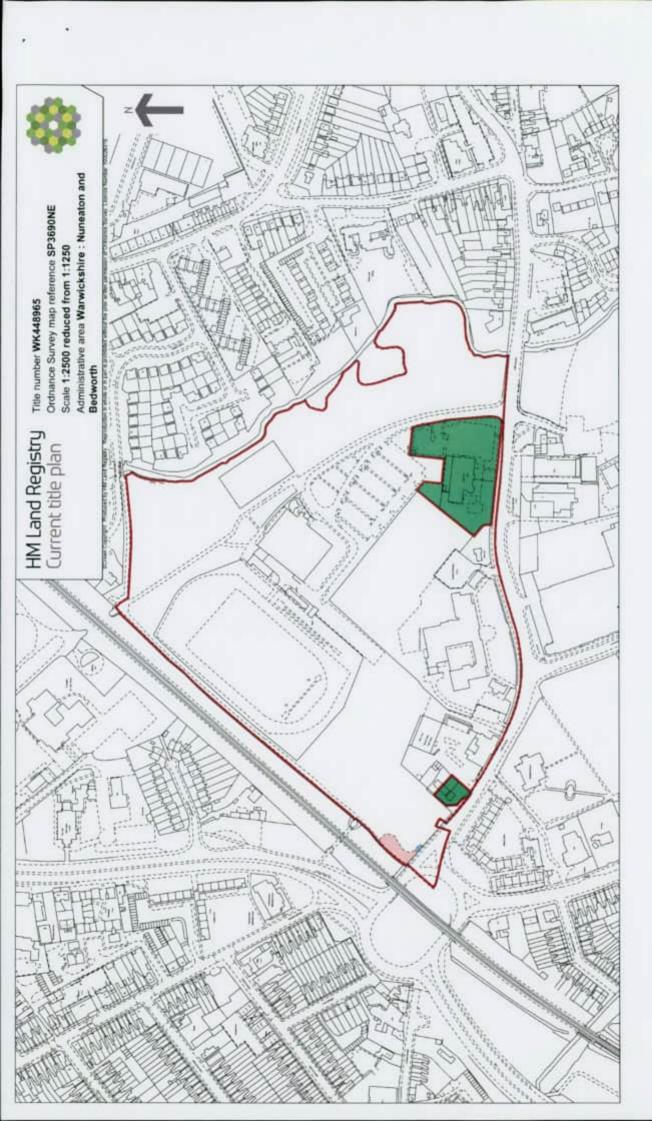
8 (11.03.2009) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto. The leases grant and reserve easements as therein mentioned.

## Schedule of notices of leases

Pringles Leisure Centre and Stadium

24.09.2008 from 01/12/2007 to 30/04/2014

End of register



The sapinity of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 18 October 2018 at 15.43.43. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to a plan of the same points on the ground.

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to a plan of the boundaries of the boundaries. It may be subject to a plan of the boundaries. It may be subject to a plan of the boundaries. It may be subject to a plan of the boundaries. It may be subject to a plan of the boundaries. It may be subject to a plan of the boundaries. It may be subject to a plan of the boundaries. It may be subject to a plan of the boundaries. It may be subject to a plan of the boundaries. It may be subject to a plan of the boundaries. It may be subject to a plan of the boundaries. It may be subject to a plan of the boundaries. It may be subject to a plan of the boundaries of the boundaries of the boundaries of the boundaries of the boundaries. It may be subject to a plan of the boundaries of the boundaries of the boundaries of the boundaries. It may be a plan of the boundaries of the bou



### Title number WK370915

Edition date 20.10.2009

This official copy shows the entries on the register of title on 01 MAR 2019 at 14:51:22.

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 01 Mar 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

1 (08.03.1920) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the east of Eastboro Way, Nuneaton.

## 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 (09.09.1997) PROPRIETOR: NUNEATON AND BEDWORTH BOROUGH COUNCIL of Town Hall, Coton Road, Nuneaton, Warks. CV11 5AA and of DX16458, Nuneaton.

## C: Charges Register

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

- The land is subject to rights of drainage and rights in respect of water gas electricity telephone and other services.
- The land in this title is with other land subject to a yearly rentcharge of £24 payable to Jesus College Cambridge.

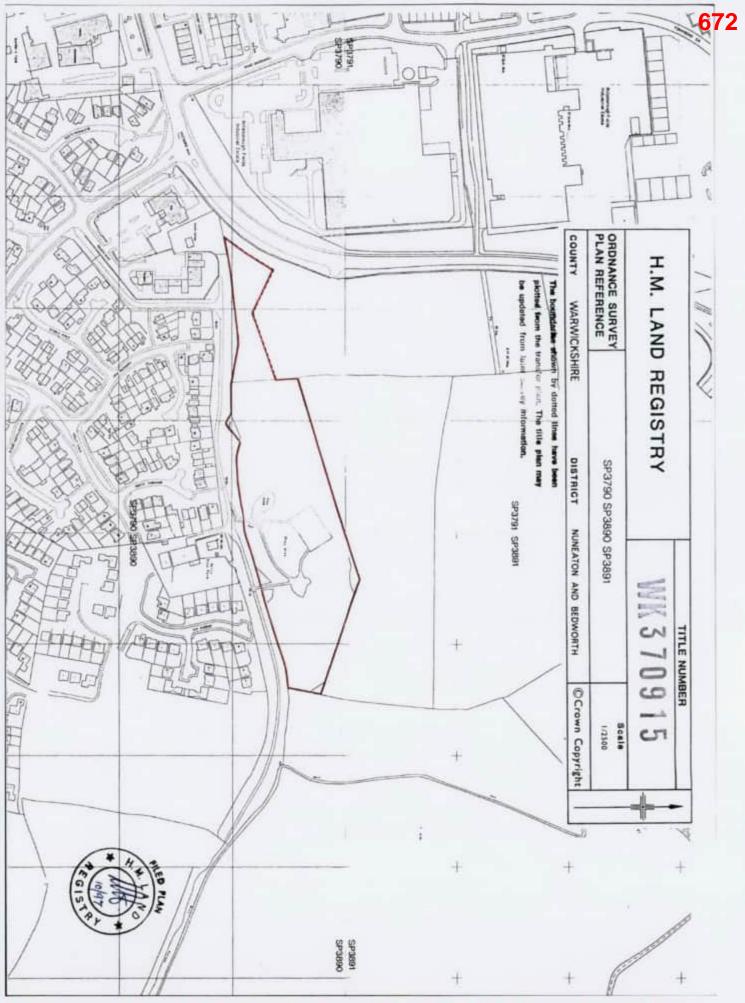
NOTE: The Transfer dated 29 August 1997 referred to below contains a covenant by the Transferor to indemnify the transferee from and against the rent charge to the intent that the same shall be charged upon the retained land in exoneration of the land transferred.

3 (09.09.1997) A Transfer of the land in this title dated 29 August 1997 made between (1) The Warwickshire County Council and (2) Nuneaton and Bedworth Borough Council contains restrictive covenants.

-NOTE: Original filed.

4 (09.09.1997) The land is subject to the rights reserved by and contained in the Transfer dated 29 August 1997 referred to above.

## End of register



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 September 2018 at 15:48:41. 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 HM Land Registry, Gloucester Office.



#### Title number WK310067

Edition date 14.11.2018

This official copy shows the entries on the register of title on 21 FEB 2019 at 21:29:14.

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 Feb 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the west side of Highfield Road. Nuneaton.
- 2 (15.09.1997) The land tinted pink on the filed plan has the benefit of the rights granted by but is subject as mentioned in the Deed of Exchange dated 30 July 1940 referred to in the Charges Register in the following terms:-

"TOGETHER with and SUBJECT to all rights of way water light air sewerage and drainage and water service pipes and all other rights and easements of quasi-easements (if any) as the same are now used and enjoyed or are intended so to be by or against the property hereby conveyed."

- 3 (27.10.1987) The Deed of Exchange dated 10 July 1987 referred to in the Charges Register contains a provision as to any right or easement over adjoining or neighbouring land.
- 4 (22.02.2007) The land tinted yellow on the title plan has the benefit of the rights granted by but is subject as mentioned in the Conveyance dated 13 October 1953 referred to in the Charges Register in the following terms:-

"TOGETHER WITH the benefit of and SUBJECT TO all rights of water supply light air sewerage drainage and water service pipes and all other rights and easements (if any) as now used and enjoyed or intended so to be by or against the land hereby conveyed."

- 5 (18.01.2018) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 6 (18.01.2018) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 7 (18.01.2018) The land has the benefit of any legal easements reserved by the Transfer of the land edged and numbered WK495128 in green on the title plan made between (1) JBC Property Developments Limited (2) Lindsey Michele Ghaiwal dated 20 December 2017 but is subject to any

## A: Property Register continued

rights that are granted by said deed and affect the registered land.

-NOTE: Copy filed under WK495128.

8 (19.01.2018) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered WK495162 in green on the title plan dated 12 January 2018 made between (1) JBC Property Developments Limited and (2) Anthony Coates but is subject to any rights that are granted by the said deed and affect the registered land.

-NOTE: Copy filed under WK495162.

9 (02.02.2018) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered WK495438 in green on the title plan dated 17 January 2018 made between (1) JBC Property Developments Limited and (2) Clancy Ashby but is subject to any rights that are granted by the said deed and affect the registered land.

¬NOTE: Copy filed under WK495438.

10 (05.02.2018) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered WK495463 in green on the title plan dated 8 January 2018 made between (1) JCB Property Developments Limited and (2) Jamie Ian Lockey but is subject to any rights that are granted by the said deed and affect the registered land.

-NOTE: Copy filed under WK495463.

## 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 (14.11.2018) PROPRIETOR: NUNEATON AND BEDWORTH BOROUGH COUNCIL of Nuneaton & Bedworth Borough Council, Town Hall, Coton Road, Nuneaton CV11 5AA.
- 2 (15.09.1997) The Conveyance dated 13 October 1953 referred to in the Charges Register contains purchasers personal covenants details of which are set out in the schedule of personal covenants hereto.
- 3 (14.11.2018) The price stated to have been paid on 11 October 2018 was £1,450,000.
- 4 (14.11.2018) 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.

## C: Charges Register

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

- 1 (22.02.2007) ENTRY CANCELLED on 21 December 2018.
- 2 (15.09.1997) A Deed of Exchange affecting the land tinted pink on the filed plan dated 30 July 1940 made between (1) The Attleborough Labour Party Club Limited (Club) and (2) The Mayor Aldermen and Burgesses of The Borough of Nuneaton (Corporation) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (15.09.1997) A Conveyance of the land tinted blue on the filed plan dated 13 November 1946 made between (1) The Mayor Aldermen and Burgesses (Corporation) and (2) Attleborough Labour Party Club Limited (the Club) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 (15.09.1997) By the Conveyance dated 13 November 1946 referred to above

## C: Charges Register continued

the land tinted blue on the filed plan was conveyed subject as follows:-

"Subject to all rights of way and water and other easements (if any) affecting the same."

- 5 (15.09.1997) A Conveyance of the land tinted yellow on the filed plan and other land dated 13 October 1953 made between (1) The Mayor Aldermen and Burgesses (Corporation) and (2) Attleborough Labour Part Club Limited (the Club) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 6 (27.10.1987) By a Deed of Exchange dated 10 July 1987 made between (1) Nuneaton and Bedworth Borough Council ("the Borough Council") (2) Attleborough Labour Party Club Limited ("the Club") and (3) Bass Mitchells & Butlers Limited ("Bass") the land tinted mauve on the filed plan was conveyed subject as mentioned therein.

NOTE 1: No further particulars of the Conveyance dated 23 February 1895 were produced on first registration

¬NOTE 2: Copy Deed filed.

7 (11.01.2018) The land is subject to any rights that are granted by a Deed of Grant dated 8 December 2017 made between (1) JBC Property Developments Limited and (2) Western Power Distribution (East Midlands) plc and affect the registered land. The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

8 (21.12.2018) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto. The leases grant and reserve easements as therein mentioned.

#### Schedule of restrictive covenants

- 1 ENTRY CANCELLED on 21 December 2018.
- 2 The following are details of the covenants contained in the Deed of Exchange dated 30 July 1940 referred to in the Charges Register:-

"FOR the benefit and protection of the adjoining and neighbouring property of the Corporation and so as to bind so far as may be the land secondly hereinbefore described into whosesoever hands the same may come the Club hereby covenants with the Corporation that the Club and its successors in title will at all times hereafter observe and perform the covenants conditions and stipulations set out in the First Schedule hereto.

#### THE FIRST SCHEDULE hereinbefore referred to

- (1) No buildings or erections on the land to be conveyed to the Club other than boundary walls and fences shall approach nearer to Highfield Road aforesaid than the building line shown on the said plan.
- (2) No wall or fence erected on the said land shall be used as an advertising station or be so constructed or used as to be condemned by the Surveyor for the time being of the Corporation or their successors in title as an injury or nuisance to the owners of any adjoining land but nothing herein contained shall prevent the Club from erecting the usual Club Notice Board on the said land.
- (3) The Club shall at all times maintain and keep in good repair the fences to be erected by the Corporation on the north-west south-west and south-east sides of the said land.
- (4) There shall not be carried on upon the said land any noisy noxious or offensive trade or business nor any trade or business which may be or grow to be a nuisance or annoyance to the owners or occupiers of any adjacent or neighbouring land but nothing herein contained shall prevent the Club from carrying on the usual trade business or functions of a Club including the holding of meetings concerts dances or other

#### Schedule of restrictive covenants continued

usual entertainments of the like kind.

(5) No hut shed caravan or house on wheels adapted or intended for use as a dwelling-house or sleeping apartment nor any booths shows swings or roundabouts shall be erected made placed or used or be allowed to be or to remain on the said land and the Corporation and the owners of any adjoining land may remove or dispose of any such erection and shall not be liable for any damage resulting from any such removal."

NOTE: The north west and south west sides referred to are now internal boundaries.

3 The following are details of the covenants contained in the Conveyance dated 13 November 1946 referred to in the Charges Register:-

"FOR the benefit and protection of the adjoining and neighbouring property of the Corporation and so as to bind so far as may be the land hereby conveyed into whosesoever hands the same may come the Club hereby covenants with the Corporation that the Club and their successors in title will at all times hereafter observe and perform the covenants conditions and stipulations set out in the First Schedule hereto.

#### THE FIRST SCHEDULE referred to

- No buildings or erections on the land hereby conveyed other than boundary walls and fences shall approach nearer to Highfield Road aforesaid than the building line shown on the said plan.
- 2. No wall or fence erected on the said land shall be used as an advertising station or to be so constructed or used as to be condemned by the surveyor for the time being of the Corporation or their successors in title as an injury or nuisance to the owners of any adjoining land but nothing herein contained shall prevent the Club from erecting the usual Club notice board on the said land.
- 3. The Club shall when called upon by the Corporation so to do forthwith erect and at all times thereafter maintain and keep in good repair a close-boarded fence Six feet in height on the South West side of the land hereby conveyed and the Club shall also maintain and keep in good repair the fence on the north west side of the land hereby conveyed after such fence has been erected by the Corporation in accordance with their covenant in that behalf hereinbefore contained.
- 4. There shall not be carried on upon the said land any noisy noxious or offensive trade or business nor any trade or business which may be or grow to be a nuisance or annoyance to the owners or occupiers of any adjacent or neighbouring land but nothing herein contained shall prevent the Club from carrying on the usual trade business or functions of a Club including the holding of meetings concerts dances or other usual entertainments of a like kind.
- 5. Not hut shed caravan or house on wheels adapted or intended for use as a dwelling house or sleeping apartment nor any booths shows swings or roundabouts shall be erected made placed or used or be allowed to be or remain on the said land and the Corporation and the owners of any adjoining land may remove or dispose of any such erection and shall not be liable for any damage resulting from any such removal."

NOTE: The building line referred to is set back 15 feet from the road.

4 The following are details of the covenants contained in the Conveyance dated 13 October 1953 referred to in the Charges Register:-

"FOR the benefit and protection of the adjoining and neighbouring property of the Corporation and so as to bind so far as may be the land hereby conveyed into whosesoever hands the same may come the Club hereby covenant with the Corporation that the Club and its successors in title will at all times hereafter observe and perform the covenants conditions and stipulations set out in the First Schedule hereto.

THE FIRST SCHEDULE

#### Schedule of restrictive covenants continued

- 1. No buildings or erections on the land hereby conveyed other than boundary walls and fences shall approach nearer to Highfield Road aforesaid than the building line shewn on the said plan.
- 2. No wall or fence erected on the said land or on any part thereof shall be used as an advertising station or be so constructed or used as to be condemned by the Surveyor for the time being of the Corporation or their successors in title as an injury or nuisance to the owners of any adjoining or neighbouring land but nothing herein contained shall prevent the Club from erecting subject to the provisions of the Town and Country Planning Acts in force for the time being the usual club notice board on the said land.
- 3. There shall not be carried on upon the said land or upon any part thereof any noisy noxious or offensive trade or business nor any trade or business which may be or grow to be a nuisance or annoyance to the owners or occupiers of any adjacent or neighbouring land but nothing herein contained shall prevent the Club from carrying on the usual trade business or functions of a Club including the holding of meetings concerts dances or other usual entertainments of the like kind.
- 4. No hut shed caravan or house on wheels adapted or intended for use as a dwellinghouse or sleeping apartment nor any booths shows swings or roundabouts shall be erected made placed or used or be allowed to be or remain on the said land or on any part thereof and the Corporation and the owners of any adjoining land may remove or dispose of any such erection and shall not be liable for any damage resulting from any such removal but nothing herein contained shall prevent the Club from using the land firstly hereinbefore described as and for a parking place for motor cars and other vehicles in the ordinary course of the use of the premises as a club."

#### Schedule of notices of leases

1 21.12.2018 57 Highfield Road

22.11.2018 WK502069 15 years from and including 11 October 2018

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 21 February 2019 shows the state of this title plan on 21 February 2019 at 21:29:14. 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, Gloucester Office .

## HM Land Registry Official copy of title plan

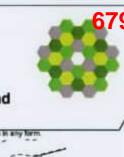
Title number WK310067

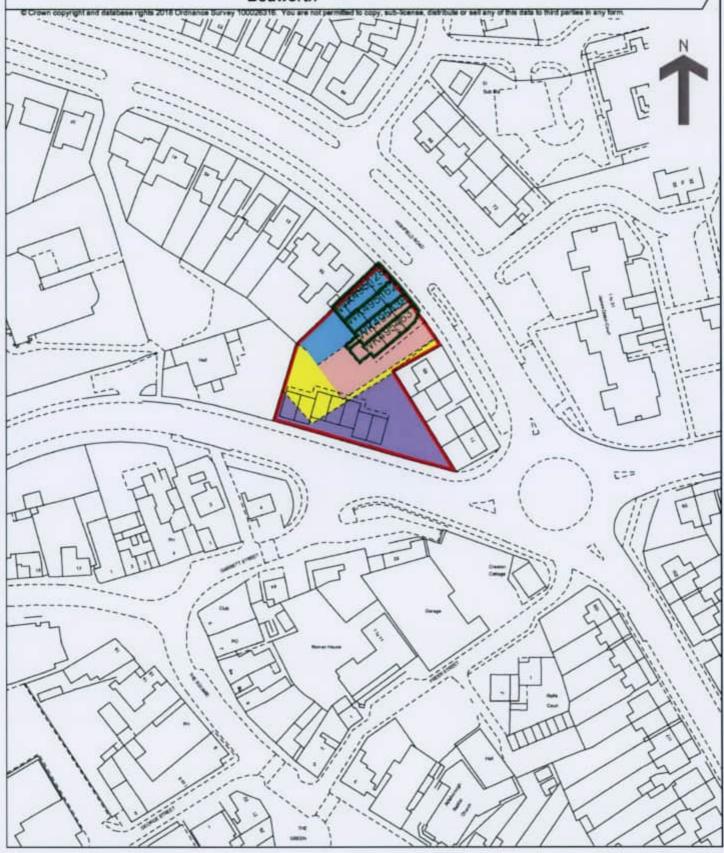
Ordnance Survey map reference SP3790NW

Scale 1:1250 enlarged from 1:2500

Administrative area Warwickshire : Nuneaton and

Bedworth







#### Title number WK448428

Edition date 21.10.2009

This official copy shows the entries on the register of title on 25 FEB 2019 at 11:24:18.

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 25 Feb 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- 1 (17.02.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Acacia Crescent, Bedworth.
- 2 (17.02.2009) By transfers of adjoining or neighbouring land pursuant to Chapter 1 of Part 1 of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 of the Housing Act 1980 or Schedule 6 of the Housing Act 1985.

## 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 (17.02.2009) PROPRIETOR: NUNEATON AND BEDWORTH BOROUGH COUNCIL of Town Hall, Coton Road, Nuneaton, Warwickshire CV11 5AA and of DX16458, Nuneaton.

## C: Charges Register

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

- (17.02.2009) The land is subject to rights to use the drains, water, soil, gas and electricity or other services, rainwater gutters and other conducting media therein and ancillary rights of entry.
- 2 (17.02.2009) The land tinted pink on the title plan is subject to the rights reserved by a Deed of Exchange dated 16 February 1961 made between (1) The Warwickshire County Council and (2) The Urban District Council Of Bedworth.

¬NOTE: Copy filed under WK448403.

Title number WK448428 End of register

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

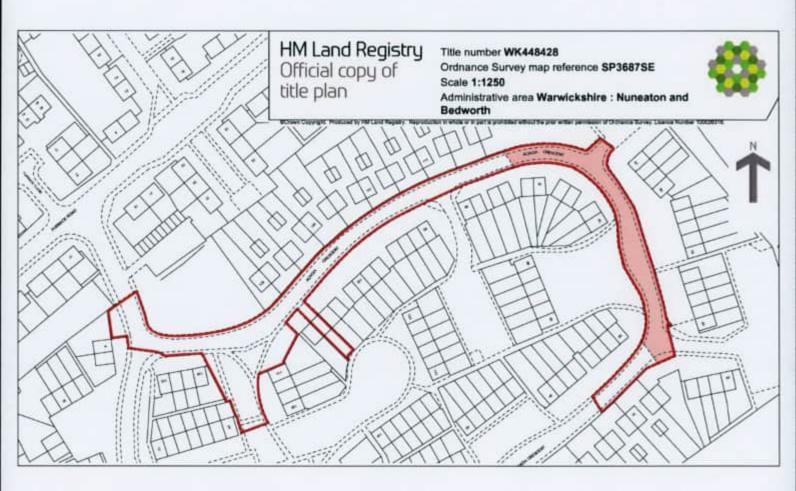
The electronic official copy of the title plan follows this message.

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 25 February 2019 shows the state of this title plan on 25 February 2019 at 11:24:19. 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, Gloucester Office .



This official copy is incomplete without the preceding notes page.



#### Title number WK452330

Edition date 01.06.2010

This official copy shows the entries on the register of title on 25 FEB 2019 at 11:26:03.

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 25 Feb 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

1 (17.08.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Dunns Close, Nuneaton.

NOTE: The land tinted green on the title plan is not included in this title,

## 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 (17.08.2009) PROPRIETOR: NUNEATON AND BEDWORTH BOROUGH COUNCIL of Town Hall, Coton Road, Nuneaton, Warwickshire CV11 5AA and of DX16458, Nuneaton.

## C: Charges Register

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

1 (17.08.2009) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto. The leases grant and reserve easements as therein mentioned.

### Schedule of notices of leases

1	17.08.2009 Edged and numbered 1 in blue	An Electricity Sub-station site on the east side of Caldwell Road	26.10.1987 99 years (less 3 days) from 29.9.1946	WK311201
2	01.06.2010	Plot 2 Caldwell Road	01.12.2006	WK433045

## Schedule of notices of leases continued

	Edged and numbered 2 in blue		150 years from 1.12.2006	
3	01.06.2010 Edged and numbered 3 in blue	Plot 1, Site A, Caldwell Road	04.02.2008 150 years from 15.12.2006	WK443031
4	01.06.2010 Edged and numbered 4 and 5 in blue NOTE: The lease	Plot 1, Site B Caldwell Road	04.02.2008 150 years from 15.12.2006	WK443034
5	01.06.2010 Edged and numbered 6 in blue	Plot 3 Caldwell Road	27.05.2010 250 years from 31.3.2008	WK456814

## End of register

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

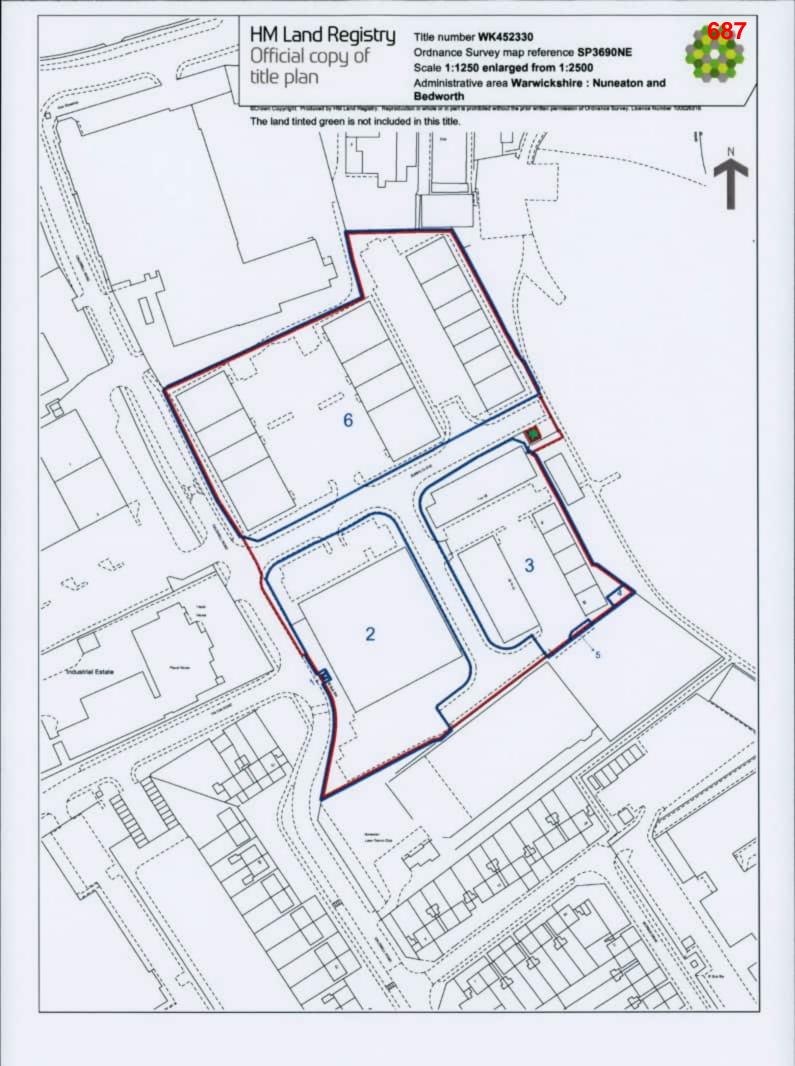
The electronic official copy of the title plan follows this message.

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

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





#### Title number WK394575

Edition date 04.08.2010

This official copy shows the entries on the register of title on 21 FEB 2019 at 20:31:52.

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 Feb 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land lying to the west of Blackhorse Road, Bedworth.

NOTE: The land tinted green on the filed plan is not included in the title.

- 2 (03.07.2001) The mines and minerals together with ancillary powers of working are excepted.
- 3 (03.07.2001) A Transfer of the land hatched blue on the filed plan dated 19 April 1978 made between (1) Clive Edward Rathbone and Anthony Michael Truslove (Transferors) and (2) P.B. Forestry Lands Limited (Transferees) contains the following provision:-

"IT IS HEREBY DECLARED that the Transferee shall not be entitled to any right of light or air or other easement which would restrict or interfere with the free use of any adjoining or neighbouring land of the Transferors for building or any other purposes."

4 (03.07.2001) The land tinted pink on the filed plan has the benefit of the following rights reserved by the Transfer dated 20 March 1998 referred to in the Charges Register:-

"EXCEPT AND RESERVING for the benefit of the Retained Land and all buildings roads and other things which may be constructed on it within the Perpetuity Period the easements and rights set out in the second schedule PROVIDED ALWAYS that the easements and rights granted and the exceptions and reservations excepted and reserved shall not extend over land which has been developed or is in the course of being developed by the construction of buildings or their curtilages (where such curtilages do not individually exceed one sixth of an acre)

#### THE SECOND SCHEDULE

#### Exceptions and Reservations

 Full and free and liberty to go pass and repass at all times and for all purposes with or without vehicles over and along the roads and

## A: Property Register continued

footpaths constructed or to be so constructed on the Property within the Perpetuity Period which are necessary for the purpose of access to and from the Retained Land until such time as such roads and footpaths shall be adopted by the local highway authority as roads and footpaths maintainable at public expense

- 2. Full and free right and liberty with all necessary workmen and appliances:
- 2.1. make connections to the roads and footpaths constructed or to be constructed on the Property at such points as shall be approved by the local highway authority
- 2.1.2 make connections into the foul and surface water sewers or drains laid or to be laid under the Property at such points as shall be agreed by the Transferee or its successors in title to that part of the Property affected by the same and the Transferor (such agreement not to be unreasonably withheld or delayed) or in such positions as may be specified by the local sewerage authority or utility company
- 2.1.3 make connections into the water electricity gas telephone and other services laid or to be laid over in on or under the Property at points agreed by the Transferee or its successors in title to that part of the Property affected by the same and the Transferor (such agreement not to be unreasonably withheld or delayed) or in such positions as may be specified by the appropriate utility company
- 2.1.4 lay or construct Conducting Media in positions agreed by the Transferee or its successors in title to that part of the Property affected by the same and the Transferor (such agreement not to be unreasonably withheld or delayed) and
- 2.1.5 construct any roads or roundabouts upon the Retained Land to the extent that the same is reasonably necessary and such works cannot be undertaken from the Retained Land and on not less than fourteen (14) days written notice to the Transferee or its successors in title to such part of the Property
- 2.2 to enter the Property for the purpose of inspecting cleaning repairing maintaining reinstating and renewing such connections and/or any Conducting Media serving the Retained Land
- 2.3 for these purposes to break open the surface of the Property and (without limitation) any road or path constructed thereon so far as may be necessary from time to time
- 3. Full and free right and liberty to the free passage and running of water soil gas electricity telephone and other services from and to the Retained Land through along and into the Conducting Media which are now or may within the Perpetuity Period be over in or under the Property
- 4. Full and free right and liberty to lateral and subjacent support and protection for the Retained Land from the Property and any buildings roads and other things constructed on it within the Perpetuity Period."

NOTE: For definitions see Charges Register.

5 (03.07.2001) The land has the benefit of the following rights granted by the Transfer dated 4 June 2001 referred to in the Charges Register:-

"The First and Second Property is transferred together with full right and liberty for the Transferee and its successors in title to connect into and use for the discharge of sewage water and soil from the First and Second Property the foul sewer laid within the Estate Road known as Lymington Drive being part of the Second Property hereby transferred Together With the outfall of the said sewer connecting the same to the public sewer.

NOTE: The First and Second Property referred to comprise the land in this title.

6 (20.03.2002) The land edged and numbered in green on the title plan has

## A: Property Register continued

been removed from this title and registered under the title number or numbers shown in green on the said plan.

- 7 (20.03.2002) Where the parts edged and numbered in green on the filed plan include parts of joint accessways, rights of way are reserved thereover.
- 8 (02.05.2002) Where the parts edged and numbered in green on the filed plan include parts of shared pathways rights of way on foot are reserved thereover.
- 9 (02.05.2002) Where the parts edged and numbered in green on the filed plan include visitors parking spaces rights of user are reserved thereover.
- (20.11.2007) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered WK439472 in green on the title plan dated 2 November 2007 made between (1) Barratt Homes Limited and (2) Nuneaton and Bedworth District Council.

¬NOTE: Copy filed under WK439472.

11 (23.11.2007) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered WK439545 in green on the title plan dated 2 November 2007 made between (1) Barratt Homes Limited (Transferor) and (2) Nuneaton and Bedworth Borough Council (Transferee).

-NOTE: Copy filed under WK439545.

12 (04.08.2010) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered WK457618 in green on the title plan dated 5 July 2010 made between (1) BDW Trading Limited and (2) Veronica Jane Williams and Simon David Arnold Williams.

¬NOTE: Copy filed under WK457618.

## 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 (03.07.2001) PROPRIETOR: BDW TRADING LIMITED (Co. Regn. No. 03018173) of Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leics LE67 1UF.
- 2 (03.07.2001) The Transfer dated 4 June 2001 referred to in the Charges Register contains Purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

## Schedule of personal covenants

The following are details of the personal covenants contained in the Transfer dated 4 June 2001 referred to in the Proprietorship Register:-

The transferee hereby covenants with the First Transferor that the Transferee will to the extent that they relate to the First Property at all times observe and perform the covenants and conditions contained or referred to in:-

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(ii) An Agreement dated 21 July 1997 made under Section 106 of the Town & Country Planning Act 1990 between the First Transferor of the first part the Second Transferor of the second part and Nuneaton and Bedworth

### Schedule of personal covenants continued

Borough Council of the third part.

- (iii) An Agreement dated 11 May 2001 made under Section 106 of the Town & Country Planning Act 1990 made between the First Transferor of the first part the Second Transferor of the second part and Nuneaton and Bedworth Borough Council of the third part.
- (iv) An Agreement dated the 11th May 2001 made under Section 106 of the Town & Country Planning Act 1990 between Warwickshire County Council of the first part the Second Transferor of the second part and the First Transferor of the third part

and will indemnify and keep the First Transferor fully indemnified against all actions proceedings losses damages costs claims and expenses which may be suffered or incurred by the Second Transferor in respect of any breach of or failure to observe or perform those covenants and conditions.

The Transferee hereby covenants with the Second Transferor that the Transferee will to the extent that they relate to that part of the nt of Easements transferred as is comprised in ....Title Number WK371046 at all times observe or perform the covenants and conditions contained or refered to in:-

- (i) the Property and Charges Registers of the above-mentioned Title.
- (ii) An Agreement dated the 30th January 1998 made between British Waterways Board of the one part and the Second Transferor of the other part.
- (iii) The before mentioned Agreements made under Section 106 Town & Country Planning Act 1990.
- (iv) An Agreement dated the 10th October 2000 under Section 104 of the Water Industry Act 1991 made between the Second Transferor of the first part National House Building Council of the second part British Waterways Board of the third part and Severn Trent Water Limited of the fourth part.
- (v) An Agreement dated the 1st December 1998 under Section 38 of the Highways Act 1980 made between Nuneaton and Bedworth Borough Council of the first part the Second Transferor of the second part and the National House Building Council of the third part.
- (vi) An Agreement dated the 1st September 1998 made between British Waterways Board of the one part and the Second Transferor of the second part and any Deed of Grant of Easement which has been previously or may at any time in the future be completed pursuant to the provisions of such Agreement.

and will keep the Second Transferor fully indemnified against all actions proceedings losses damages costs claims and expenses which may be suffered or incurred by the Second Transferor in respect of any breach of or failure to observe and perform the said covenants and conditions."

## C: Charges Register

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

1 (03.07.2001) A Transfer of the land lying to the south east dated 20 March 1998 made between (1) Crest Homes (Midlands) Limited (Transferor) and (2) Westbury Homes (Holdings) Limited (Transferee) contains the following covenants by the Transferor affecting the land tinted pink on the filed plan:-

"The Transferor covenants with the Transferee for the benefit and protection of the Property and so as to bind the Retained Land into whosesoever hands the same may come to observe and perform in respect of the Retained Land the covenants set out in the fourth schedule

#### THE FOURTH SCHEDULE

#### Transferors Covenants

- 1. Not to permit or suffer to be done on the Retained Land 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
- To cause as little disturbance and damage as reasonably possible to the Property in the exercise of the easements and rights excepted and reserved in respect of the same and to make good all physical damage so caused
- 3. Not to develop or use the parts of the Retained Land adjoining the Property other than for residential and ancillary purposes."

NOTE: The Property referred to is the land transferred. The Retained Land referred to is the land tinted pink on the filed plan.

(03.07.2001) The land tinted pink on the filed plan is subject to the following rights granted by the Transfer dated 20 March 1998 referred to above:-

"TOGETHER WITH for the benefit of the Property and all buildings roads and other things which may be constructed on it within the Perpetuity Period the easements and rights set out in the first schedule

#### THE FIRST SCHEDULE

#### Easements and rights benefitting the Property

- 1. Full and free right and liberty to go pass and repass at all times and for all purposes with or without vehicles over and along the roads and footpaths constructed or to be so constructed on the Retained Land within the Perpetuity Period and which are necessary for the purpose of access to and from the Property until such time as such roads and footpaths shall be adopted by the local highway authority as roads and footpaths maintainable at the public expense
- Full and free right and liberty with all necessary workmen appliances and materials:
- 2.1 within the Perpetuity Period to enter the Retained Land and to:
- 2.1.1 construct or procure the construction of and make connections to the roads footpaths on the Retained Land in such positions as may be approved by the local highway authority
- 2.1.2 construct or procure the construction of and make connections into the foul and surface water sewers or drains laid or to be laid under the Retained Land at points as shall be agreed by the Transferor or its successors in title to that part of the Retained Land affected by them and the Transferee or its successors in title to that part of the Retained Land affected by them and the Transferee (such agreement not to be unreasonably withheld or delayed) or in such positions as may be specified by the local sewerage undertaker or utility company
- 2.1.3 make connections into the water electricity gas telephone and other services laid or to be laid over in on or under the Retained Land at points to be agreed by the Transferor or its successors in title to that part of the Retained Land affected by them and the Transferee (such agreement not to be unreasonably withheld or delayed) or in such positions as may be specified by the appropriate utility company
- 2.1.4 to lay or construct Conducting Media in positions approved by the Transferor or its successors in title to that part of the Retained Land affected by them (such approval not to be unreasonably witheld or delayed) and
- 2.2 to enter the Retained Land for the purposes of inspecting cleaning repairing maintaining reinstating and renewing such roads footpaths sewers connections and/or any Conducting Media serving the Property

- 2.3 for these purposes to break open the surface of the Retained Land and (without limitation) any road or path constructed on it so far as may be necessary from time to time
- 3. Full and free right and liberty to the free passage and running of water soil gas electricity telephone telecommunication signals and other services from and to the Property through along and into the Conducting Media which are now or may within the Perpetuity Period be over in on or under the Retained Land
- 4. Full and free right and liberty to lateral and subjacent support and protection for the Property from the Retained Land and any buildings roads and other things constructed on it within the Perperuity Period.
- NOTE 1: Definitions and Interpretation
- 1.1 In this transfer the following expressions shall have the following meanings:
- 1.1.1 "Conducting Media" means sewers drains channels pipes watercourses mains wires cables soakaways and other service installations
- 1.1.2 "the Perpetuity Period" means the period of eighty (80) years running from the date of this transfer which period shall be the perpetuity period applicable to this transfer
- 1.1.3 "the Plan" means the plan or plans annexed hereto
- 1.1.4 "the Property" means all that freehold land at Blackhorse Road Exhall Warwickshire containing an area of approximately 1.65 acres shown edged red on the plan
- NOTE 2: The Retained Land referred to is the land tinted pink on the filed plan.
- 3 (03.07.2001) An Agreement affecting the land tinted pink on the filed plan pursuant to Section 38 of the Highways Act 1980 dated 1 December 1998 made between (1) Nuneaton and Bedworth Borough Council, (2) Crest Homes (Midlands) Limited and (3) National House Building Council related to the provision and construction of estate roads foul and surface water sewers on the development and their dedication as public highways and sewers.

The said Deed also contains covenants.

4 (03.07.2001) An Agreement pursuant to Section 104 of the Water Industry Act 1991 dated 10 October 2000 made between (1) Crest Homes (Midlands) Limited, (2) National House Building Council, (3) British Waterways Board and P.B. Forestry Lands Limited and (4) Severn Trent Water Limited relates to the development of the land tinted pink on the filed plan and other land.

The said Deed also contains covenants.

5 (03.07.2001) The land is subject to the following rights reserved by a Transfer of the land in this title dated 4 June 2001 made between (1) P. B. Forestry Lands Limited (First Transferors) (2) Crest Nicholson Residential (Midlands) Limited (Second Transferor) and (3) Barratt Homes Limited (Transferee):-

"Except and Reserved out of the property hereby transferred for the benefit of the Retained Land of the Second Transferor shown edged in blue on the Plan ("the Retained Land")

(i) Full right and liberty for the Second Transferor and its successors in Title to all or any part of the Retained Land with all necessary workmen and appliances to enter any part of the property hereby transferred except such parts as are or will be the site of dwellinghouses and gardens therefor or other buildings in order to lay foul and surface water sewers and drains or pipes mains wires cables

pillars turrets amplifiers and any other apparatus for the supply of water gas electricity or telecommunication services ("the Service Media") the route size and depth of such foul and surface water sewers or drains or Service Media to be first approved by the Transferee in writing such approval not to be unreasonably witheld or delayed.

- (ii) Full and free right and liberty for the Second Transferor and its successors in Title to all or any part of the Retained Land with all necessary workmen and appliances to enter on the property hereby transferred for the purpose of inspecting cleaning repairing maintaining reinstating and renewing any sewers or Service Media now constructed on the property hereby transferred or to be constructed within a period of 80 years from the date hereof.
- (iii) Full and free right and liberty for the Second Transferor and its successors in title to all or any part of the Retained Land to use the foul and surface water sewers laid pursuant to sub-clause (i) above and any other foul and surface water sewers now constructed or to be constructed within the property hereby transferred within a period of 80 years from the date hereof for the passage of soil and surface water from the Retained Land to the property hereby transferred.
- (iv) full and free right and liberty for the Second Transferor and its successors in Title to all or any part of the Retained Land to the free passage and running of water gas electricity telephone and all other services in the property hereby transferred from and to the Retained Land through along and into the Service Media which are now or at any time within the period of 80 years from the date hereof to be in on or under the property hereby transferred.
- (v) Full and free right for the Second Transferor and its successors in Title to all or any part of the Retained Land to go pass and repass at all times and for all purposes with or without vehicles over and along the part of the property hereby transferred shown hatched in black on the Plan pending its adoption as a highway maintainable at the public expense.

NOTE: The land edged blue referred to is tinted brown on the filed plan. The land hatched black referred to is edged blue on the filed plan.

- 6 (20.03.2002) The estate roads and footpaths are subject to rights of way.
- 7 (20.03.2002) The land is subject to rights of drainage and rights in respect of the supply of water, gas, electricity and other services.
- 8 (20.03.2002) The parts of the land affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to rights of support and protection, rights in respect of overhanging or underlying structures and rights of entry to inspect, repair, maintain and decorate buildings and other structures erected on or near the boundaries of the said parts edged and numbered in green.
- 9 (20.03.2002) The parts of the joint accessways which adjoin the parts edged and numbered in green on the filed plan are subject to rights of way.
- (20.03.2002) The parts of the land which adjoin the parts edged and numbered in green on the filed plan are subject to rights to attach and afterwards maintain fences and/or gates erected on the parts so edged and numbered.
- 11 (02.05.2002) The parts of the shared pathways which adjoin the parts edged and numbered in green on the filed plan are subject to rights of way on foot only.
- (02.05.2002) The parts of the land affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to rights to tie into the walls of any garage erected on or near the boundaries of the said parts edged and numbered in green.
- 13 (02.05.2002) The parts of the visitors parking spaces which adjoin the parts edged and numbered in green on the filed plan are subject to

## C: Charges Register continued

rights of user.

(10.08.2005) An Agreement pursuant to Section 38 of the Highways Act 1980 and Section 111 of the Local Government Act 1972 dated 4 August 2005 made between (1) Nuneaton and Bedworth Borough Council (2) Barratt Homes Limited and (3) National House Building Council relates to the provision and construction of estate roads on the development and their dedication as public highways.

The said Deed also contains covenants.

15 (07.11.2007) The land is subject to the rights granted by a Deed of Grant dated 1 November 2007 made between (1) Barratt Homes Limited (Grantor) and (2) Severn Trent Water Limited.

The said Deed also contains restrictive covenants by the grantor.

¬NOTE: Copy filed.

(29.06.2010) An Agreement dated 22 June 2010 made between (1) BDW Trading Limited and (2) The Warwickshire County Council relates to the construction maintenance and adoption of an estate road.

-NOTE: Copy filed under WK381503.

## End of register



#### Title number WK271645

Edition date 10.12.2010

This official copy shows the entries on the register of title on 21 FEB 2019 at 21:43:47.

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 Feb 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- 1 (08.03.1920) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Attleborough Fields Farm, Nuneaton.
- 2 The mines and minerals under the parts of the land tinted pink and tinted brown on the filed plan that cannot be worked or gotten by quarrying from the surface are excepted from the registration.
- 3 The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 4 The Deed dated 6 October 1972 referred to in the Charges Register is expressed to grant the following rights:-

The Company as Beneficial Owner hereby grants unto the Council full right and liberty for the Council and its successors in title the owners and occupiers for the time being of the servient land

- (a) to go pass and repass with or without motor cars and other vehicles along over and upon the roads and on foot only along over and upon the footpaths which are now or may within twenty one years hereafter be constructed on the dominant land in accordance with clause 2(a) hereof until the same shall become publicly maintained highways
- (b) to connect to and use the foul and surface water sewers laid by the Company in accordance with the rights hereinbefore granted to it and to re-route such sewers.

NOTE: The dominant land referred to comprises part of Ordnance Survey No. 1153.

- 5 Where the parts edged and numbered in green on the filed plan include parts of accessways rights of way are reserved thereover.
- 6 (29.12.1983) The land remaining in this title has the benefit of the following rights reserved by the Transfer dated 16 December 1983 referred to in the Charges Register:-

"Except and reserved to the Transferor as set out in the Second

## A: Property Register continued

Schedule hereto.

#### THE SECOND SCHEDULE

(Exceptions and Reservations to the Transferor)

There are excepted and reserved unto the Transferor and all persons authorised by it and all other persons entitled thereto out of the land hereby transferred for the benefit of the retained land and out of the red land for the benefit of the green land and out of the green land for the benefit of the red land:-

- 1.0 A right at any time to connect with and use the service installations laid or passing over through or under the land hereby transferred or the retained land or any such as may within the Perpetuity Period be so laid the person exercising such right causing as little inconvenience and damage as possible and making good all damage thereby occasioned
- 2.0. The right at any time to erect or suffer to be erected any building or other erection and to alter any building or other erection now standing or hereafter to be erected on any part of the retained land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the land hereby transferred and any access of light and air over the retained land shall be deemed to be enjoyed by the licence or consent of the Transferor and not as of right
- 3.0. A right of way at all times and for all purposes (in common with the First Transferee and the Second Transferee and all other persons entitled thereto) over and along the roads and footpaths which may within the Perpetuity Period be constructed over and upon the land hereby transferred until such time as the same are adopted as highways maintainable at the public expense
- 3.1 A right at any time to connect with the roads and footpaths referred to in paragraph 3.0 of this Schedule.
- 4.0 Until such time as the farms and buildings on the retained land known respectively as Elms Farm and Holly Tree Farm are connected to the alternative mains water supply in accordance with paragraph 2.0 of the Seventh Schedule hereto and paragraph 2.0 of the Eighth Schedule hereto a right to use the existing water supply pipe situate within the land hereby transferred."

The following is a copy of paragraph 2.0 of the Seventh Schedule referred to:-

"2.0 That the First Transferee will in the development of the red land disconnect the water supply serving the Transferor's retained farm and buildings known as Holly Tree Farm and simultaneously provide a suitable alternative supply directly from the mains water supply serving the development to be constructed on the red land to the complete satisfaction of the Transferor and the Severn-Trent Water Authority."

Paragraph 2.0 of the Eighth Schedule referred to is in identical terms except that the words "red land" read "green land" and "Holly Tree Farm" reads "Elms Farm".

NOTE 1: The perpetuity period referred to means the period ending 80 years from the date of the Transfer. The Service Installations referred to:-

"shall mean (as appropriate) all drains sewers watercourses pipes conduits poles wires cables mains and other matters including any pumping station balancing lake and all ancillary equipment materials building structures and property necessary for the supply of gas water electricity telephone telecommunication and other services and for the disposal of foul and surface water drainage."

The land remaining in this title forms the retained land referred to.

## A: Property Register continued

-NOTE 2: Copy plan filed.

- 7 (29.05.1984) The land has the benefit of a right of way over access roads included in the parts edged and numbered in green on the filed plan and rights to lay sewers and pipes thereunder.
- 8 (03.10.1985) The land remaining in this title has the benefit of the following rights reserved by a Transfer of the land edged and numbered WK262958 in green on the filed plan dated 22 August 1985 made between (1) The Warwickshire County Council (Transferor) and (2) Ronald Geoffrey Ford Wilson and Marjorie Agnes Wilson (Transferees):-

"Except and reserving unto the Transferor the easements and rights specified in the Schedule hereto for the benefit of the remaining land comprised in the title above mentioned (hereinafter called "the retained land")

#### THE SCHEDULE before referred to

- 1. Full right and liberty for the Transferor and its successors in title owners or occupiers for the time being of the retained land or any part thereof to lay mains pipes cables and drains under the land hereby transferred for the purpose of the supply of water gas or electricity to or for the drainage of any houses or buildings now or hereafter but within the period of eighty years from the date hereof which shall be the perpetuity period applicable hereto) to be erected upon such part of the retained land as is edged blue on the plan A annexed hereto and for the purpose of inspecting cleansing repairing and maintaining any such pipes wires cables and drains to enter upon the land hereby transferred doing as little damage as possible and making good all surface damage thereby occasioned
- 2. All rights of light and air which would prejudicially affect the user by the Transferor and its successors in title of the retained land for building purposes and it is declared that the Transferees shall not become entitled to any such rights for the benefit of the land hereby transferred."

-NOTE: Copy plan A filed.

9 (04.06.1986) The land has the benefit of the following rights reserved by the Transfer dated 19 May 1986 referred to in the Charges Register:-

"EXCEPT AND RESERVED unto the Transferor for the benefit of the remaining land comprised in the Title above mentioned or any part or parts thereof (hereinafter referred to as "the retained land") the easements and rights specified in the Second Schedule hereto.

#### THE SECOND SCHEDULE before referred to

- (a) The right at any time to connect with and use the said foul and surface water sewers to be laid by the Transferee pursuant to the covenants hereinbefore contained at such point or points as the Transferor or its successors in title shall require the person exercising such right causing as little inconvenience and damage as possible and making good all damage thereby occasioned
- (b) The right to pass water and soil through the said foul and surface water sewers pursuant to the rights reserved by paragraph (a) of this Schedule
- (c) The right at any time to erect or suffer to be erected any building or other erection and to alter any building or other erection now standing or hereafter to be erected on any part of the retained land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the property and any access of light and air over the retained land of the Transferor shall be deemed to be enjoyed by the licence or consent of the Transferor and not as of right."
- 10 (14.01.1988) The filed plan has been sub-divided into 2 parts.
- (14.05.1990) The land has the benefit of the following rights reserved by the Transfer dated 29 March 1990 referred to in the Charges

# A: Property Register continued

Register:-

"EXCEPT AND RESERVING unto the Transferor the easments and rights specified in the Third Schedule hereto for the benefit of the remaining land comprised in the Title above mentioned or any part or parts thereof (hereinafter referred to as "the retained land").

THE THIRD SCHEDULE before referred to

(Exceptions and Reservations reserved to the Transferor)

- 1. A right at any time to connect with and use all sewers drains water mains watercourses wires cables and other services laid or passing over through or under the property hereby transferred or any such as may within a period of eighty years from the date hereof be so laid the person exercising such right causing as little inconvenience and damage as possible and making good all damage thereby occasioned.
- 2. The right at any time to erect or to suffer to be erected any building or other erection and to alter any building or other erection now standing or hereafter to be erected on any part of the retained land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the property hereby transferred and any access of light and air over the retained land shall be deemed to be enjoyed by the licence or consent of the Transferor and not as of right.
- 3. A right of way at all times and for all purposes (in common with the Transferee and all other persons entitled thereto) over and along all the roads and footpaths which may within a period of eighty years from the date hereof be constructed over and upon the property hereby transferred until such time as the same are adopted as highways maintainable at the public expense.
- 4. A right at any time to connect with any of the roads and footpaths referred to in paragraph 3 of this Schedule.
- 12 (29.05.1990) The land has the benefit of the following rights reserved by the Transfer dated 25 April 1990 referred to in the Charges Register:-

"EXCEPTING AND RESERVING unto the Transferor the easements and rights specified in Part II of the First Schedule for the benefit of the remaining land comprised in the title above mentioned ("the retained land") or any part thereof.

FIRST SCHEDULE before referred to

#### PART II

Exceptions and Reservations reserved to the Transferor

- 1. A right for the Transferor and its successors in title owner or owners for the time being of the retained land to connect with and use all sewers drains water mains watercourses wires cables and other services which may within eighty years hereafter be laid or pass over through or under the property the persons exercising such right causing as little inconvenience and damage as possible and making good all damage thereby occasioned
- 2. All rights of light and air which would prejudicially affect the user by the Transferor and its successors in title of the retained land for building purposes and it is declared that the Transferee shall not become entitled to any such rights for the benefit of the property and nothing herein contained or implied shall operate to impose any restriction on the manner in which the Transferor or its successors in title may deal with any other land belonging to it or them
- 3. A right for the Transferor and its successors in title (which shall include the owner or owners for the time being of the sewers hereinafter referred to or other the person responsible for their maintenance) with or without workmen and others and all necessary appliances to enter upon and break up the surface of that part of the

## A: Property Register continued

property as is coloured green on the said plan (hereinafter called "the easement strip") for the purpose of laying using inspecting maintaining repairing and renewing the existing foul and surface water sewers therein or thereunder in the positions approximately indicated on the said plan the person or persons exercising such rights causing as little inconvenience and damage as possible and making good all damage thereby occasioned."

NOTE: The retained land is the land remaining in this title. The easement strip is a strip of land 40-45 feet wide inside the western boundary of the land transferred.

(15.04.1992) The land edged and numbered 7 in yellow on the filed plan has the benefit of the following rights reserved by a Transfer of the land edged and numbered WK341848 in green on the filed plan dated 20 March 1992 made between (1) Warwickshire County Council and (2) Midland and General Developments Limited:-

"There is excepted and reserved out of the Property unto the Transferor the easements and rights specified in the First Schedule hereto for the benefit of the Retained Land.

THE FIRST SCHEDULE before referred to

(Exceptions and Reservations reserved to the Transferor)

- A right at any time to connect with and use all sewers drains water mains watercourses wires cables and other services laid or passing over through or under the Property or any such as may within the Perpetuity Period be so laid the person exercising such right causing as little inconvenience and damage as possible and making good all damage thereby occasioned.
- 2. The right at any time to erect or suffer to be erected any building or other erection and to alter any building or other erection now standing or hereafter to be erected on any part of the Retained Land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the Property and any access of light and air over the Retained Land shall be deemed to be enjoyed by the licence or consent of the Transferor and not as of right
- 3. A right of way at all times and for all purposes (in common with the Transferee and all other persons entitled thereto) over and along all the roads and footpaths which may within the Perpetuity Period be constructed over and upon the Property until such time as the same are adopted as highways maintainable at the public expense
- 4. A right at any time to connect with any of the roads and footpaths referred to in paragraph 3 of this Schedule.
- 5. A right to enter so much of the Property as is necessary to inspect repair and maintain the fencing on the southern and eastern boundaries of the Blue Land the Transferor causing as little damage or disturbance as possible to the Transferee and making good all damage thereby occasioned."

NOTE 1: The following definitions apply:-

"The Retained Land" shall mean the remainder of the land comprised in the title above mentioned or any part or parts thereof except for the Property.

"The Perpetuity Period" shall mean the period of eighty years from the 20th day of March 1992.

"The Blue Land" shall mean that part of the Retained Land shown edged blue on the said plan annexed hereto.

NOTE 2: The blue land is edged and numbered 7 in yellow on the filed plan.

14 (02.07.1993) The land has the benefit of the following rights reserved

# A: Property Register continued

by the Transfer dated 30 March 1990 referred to in the Charges Register:-

"EXCEPTING AND RESERVING unto the Transferor the easements and rights specified in the Second Part of the said First Schedule for the benefit of the remaining land comprised in the Title above mentioned (hereinafter referred to as "the retained land")

#### PART II

Exceptions and reservations reserved to the Transferor

- 1. A right for the Transferor and its successors in title owner or owners for the time being of the retained land to connect with and use all sewers drains water mains watercourses wires cables and other services which may within Eighty years hereafter be laid or pass over through or under the Property the persons exercising such right causing as little inconvenience and damage as possible and making good all damage thereby occasioned
- 2. All rights of light and air which would prejudicially affect the user by the Transferor and its successors in title of the retained land for building purposes and it is declared that the Transferee shall not become entitled to any such rights for the benefit of the Property and nothing herein contained or implied shall operate to impose any restriction on the manner in which the Transferor or its successors in title may deal with any other land belonging to it or them."

NOTE: The retained land referred to is the land remaining in this title.

- 15 (04.07.1994) The land has the benefit of the following rights reserved by the Transfer dated 8 June 1994 referred to in the Charges Register:-
  - "EXCEPTED AND RESERVED unto the Transferor and all persons authorised by it and all persons entitled thereto for the benefit of the Transferor's remaining land comprised in Title Number WK271645 ("the Retained Land")
  - (a) A right of the free passage and running of water soil electricity and telephone services to and from the buildings now or at any time hereafter on the Retained Land through the sewers drains cables wires and other conducting media in on over or under the Land or any part thereof
  - (b) The full and unrestricted right at any time hereafter and from time to time to erect or permit to be erected any buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of the Retained Land in such manner as to obstruct or interfere with the passage and access of light and air to any building which is or may be erected upon any part of the Land and further all privileges of light and air now or hereafter to be enjoyed over any part of the Retained Land by or in respect of the Land should be deemed to be so enjoyed by the Licence or consent of the Transferor and not as of right."
- 16 (17.11.1994) The land has the benefit of the following rights reserved by the Transfer dated 23 September 1994 referred to in the Charges Register:-

"There are reserved out of the Property for the benefit of the Retained Land the rights set out in the Second Schedule

#### SECOND SCHEDULE

1. A right for the Vendor and its successors in title owner or owners for the time being of the Retained Land to connect with and use all sewers drains water mains watercourses wires cables and other services which may within the Perpetuity Period be laid or pass over through or under the Property the persons exercising such right causing as little inconvenience and damage as possible and making good all damage thereby occasioned

# A: Property Register continued

2. A right for the Vendors and its successors in title (which shall include the owner or owners for the time being of the sewers hereinafter referred to or other the person responsible for their maintenance) with or without workmen and others and all necessary appliances to enter upon and break up the surface of the Easement Strip for the purpose of laying using inspecting and maintaining repairing and renewing the existing foul and surface water sewers therein or thereunder the person or persons exercising such rights causing as little inconvenience and damage as possible and making good all damage thereby occasioned."

NOTE 1: For definitions see Charges Register

-NOTE 2: Copy plan filed.

17 (15.03.1995) The land has the benefit of the following rights contained in but is subject to the following rights granted by a Transfer of the land edged and numbered WK357725 in green on the filed plan dated 6 March 1995 made between (1) The Warwickshire County Council (Transferor) and (2) Mercian Housing Association Limited (Transferee):-

"Together with the benefit of but subject to:-

- c. All rights easements and quasi-rights easements and licenses which may affect the land hereby transferred or any part or parts thereof;
- d. The existence of any used or disused drains sewers pipes wires or cables in on over or under the land hereby transferred or any part thereof."
- 18 (14.08.1995) The land has the benefit of the following rights reserved by the Transfer dated 14 July 1995 referred to in the Charges Register:-

"EXCEPT AND RESERVING as mentioned in Part II of the First Schedule hereto

THE FIRST SCHEDULE Before referred to

PART II

EXCEPTING AND RESERVING unto the Transferor and all other persons authorised by it and all other persons entitled thereto for the benefit of the Retained Land and each and every part thereof

- (a) A right to the free passage and running of water soil electricity and telephone services to and from the buildings now or at any time hereafter on the Retained Land through the sewers drains cables wires and other conducting media in on over or under the Property or any part thereof
- (b) The full and unrestricted right at any time hereafter and from time to time to erect or permit to be erected any buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of the Retained Land in such manner as to obstruct or interfere with the passage and access of light and air to any building which is or may be erected upon any part of the Property and further all privileges of light and air now or hereafter to be enjoyed over any part of the Retained Land by or in respect of the Property should be deemed to be so enjoyed by the licence or consent of the Transferor and not as of right
- (c) The right for the Transferor and its successors in title owner or owners for the time being of the Retained Land to connect with and use all sewers drains watermains watercourses wires cables and other services which may within the perpetuity period (which for the purposes of this Deed shall be eighty years) be laid or pass over through or under the Property the persons exercising such right causing as little inconvenience and damage as possible and making good all damage thereby occasioned

# A: Property Register continued

- (d) A right for the Transferor and its successors in title (which shall for the avoidance of doubt include the owner or owners for the time being of the sewers hereinafter referred to or other person responsible for their maintenance) with or without workmen and others and all necessary appliances to enter the Property for the purpose of inspecting repairing maintaining enlarging or replacing the Transferors foul and surface water sewers running through the Property as indicated on the Plan at the rear of plots numbers 12-17 (inclusive) of the Transferors adjoining industrial estate the persons exercising such right causing as little inconvenience and damage as possible and making good all damage thereby occasioned
- (e) A right for the Transferor and its successors in title (which shall include the owner or owners for the time being of the sewers hereinafter referred or other the person responsible for their maintenance (with or without workmen and others and all necessary appliances) to enter the Property for the purpose of inspecting and repairing maintaining enlarging or replacing the foul and surface water sewers running from Liberty Way to their point of connection and discharge respectively to the Whitestone foul sewer and the River Anker the persons exercising such right causing as little inconvenience and damage as possible and making good all damage thereby occasioned

FURTHER EXCEPTING AND RESERVING unto the Transferor and all other persons entitled thereto for the benefit of that part of the Retained Land shown edged blue on the Plan and each and every part thereof ("the Blue Land")

- (f) The right to enter that part of the Property shown hatched red on the Plan on the western boundary of the Property (hereinafter called "the Easement Strip") at any time during the perpetuity period to lay construct and thereafter inspect maintain repair or replace foul and surface water drains together with other pipes wires cables or service media necessary to service the Blue Land the person exercising this right causing as little damage or disturbance as possible to the Property and making good all damage thereby occasioned."
- NOTE 1: The retained land referred to is the land remaining in this title

-NOTE 2: Copy plan filed.

- 19 (14.08.1995) The land edged and lettered AA in red on the filed plan added to the title on 14 August 1995.
- 20 (14.08.1995) The land edged and lettered AB AC and AD in red on the filed plan restored to the title on 14 August 1995.
- 21 (09.09.1997) The land edged blue on the plan thereto has the benefit of the following rights reserved by a Transfer of the land edged and numbered WK370915 in green on the title plan dated 29 August 1997 made between (1) The Warwickshire County Council (Transferor) and (2) Nuneaton and Bedworth Borough Council (Transferee):-

"EXCEPTING AND RESERVING unto the Transferor for the benefit of its retained land being the land shown edged blue on the plan numbered 2 annexed ("the Retained Land") and each and every part thereof the rights referred to in the First Schedule hereto

THE SCHEDULE hereinbefore referred to

(Exceptions and reservations for the benefit of the Retained Land)

- (a) A right of way at all times with or without vehicles for agricultural purposes only over and along the land shown coloured blue on Plan No  $\scriptstyle 1$
- (b) A right on prior reasonable notice (except in the case of emergency) to enter so much of the Site as is necessary for the purpose of inspecting maintaining repairing or replacing the said polythene water supply pipe running through the Site the position of which being shown coloured green on Plan No 1."

# A: Property Register continued

-NOTE: Originals filed under WK370915.

22 (19.08.1998) The land has the benefit of the following rights reserved by the Transfer dated 19 June 1998 referred to in the Charges Register:-

"EXCEPTING AND RESERVING as mentioned in Part II of the said First Schedule

#### THE FIRST SCHEDULE

# PART II Rights to be excepted and reserved to the Vendor

EXCEPTING AND RESERVING unto the Vendor and all other persons authorised by it and all other persons entitled thereto for the benefit of its Retained Land and each and every part thereof:

- (a) A right to connect with and use all sewers drains water mains watercourses wires cables and other services which may within the perpetuity period (which for the purposes of this Deed shall be eighty years) be laid or pass over through or under the Site the persons exercising such right causing as little inconvenience and damage as possible and making good all damage thereby occasioned
- (b) The full and unrestricted right at any time hereafter and from time to time to erect or permit to be erected any buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of the Retained Land in such manner as to obstruct or interfere with the passage and access of light and air to any building which is or may be erected upon any part of the Site and further all privileges and air now or hereafter to be enjoyed over any part of the Retained Land by or in respect of the Site should be deemed to be so enjoyed by the Licence or consent of the Vendor and not as or right
- (c) Until such time as the Purchaser has complied with his covenant contained in paragraph (A) of the Second Schedule a right of way at all times for all purposes with or without vehicles over and along the Green Land
- (d) Following compliance with the covenant on the Purchaser's part contained in Paragraph (A) of the Second Schedule and until such time as the same shall become a highway maintainable at the public expense a right of way at all times for all purposes over the land shown hatched brown on Plan 2 attached hereto ("Plan 2") together with the extension thereof from Point B of the same width to the northern boundary of the Site ("the Extended Access") to the intent that there shall at all times be available to the Vendor for the benefit of its Allotment Site and each and every part thereof for use of the Allotment Site for any purpose a right of way at all times with or without vehicles over an accessway 11.3 metres wide or such reduced width as the local Highway Authority may require to accommodate any future development of the Allotment Site for industrial use
- (e) A right at any time after the Purchaser has complied with his covenant contained in Paragraph (A) of the Second Schedule to construct a roadway over the Extended Access Subject to the Vendor giving to the Purchaser prior reasonable notice before commencing any work Together with the right thereafter on prior reasonable notice (except in the case of emergency) to enter the Site to inspect repair or maintain the same the person or persons exercising this right causing as little damage or disturbance as possible and making good all damage thereby caused
- (f) The right to connect into the said foul or surface water sewers laid through the Easement Strip together also with the right to connect into any extension of the said foul and surface water sewers laid by the Purchaser within the land shown cross-hatched blue on Plan 1
- (g) The right to be exercisable within the perpetuity period to lay services through the land shown hatched brown on Plan 2 and the

# A: Property Register continued

Extended Access for the purpose of servicing the Allotment Site for any purpose the Vendor causing as little damage or disturbance as possible in exercising such rights and making good all damage thereby occasioned

- (h) The right to receive a water supply to the Allotment Site through the existing pipe believed to run through the Green Land or such alternative pipe as may be supplied by the Purchaser as referred to in paragraph (d) of Part I of this Schedule together with the right to enter so much of the Site as is necessary to repair and maintain the same the person exercising such right causing as little damage and disturbance as possible and making good all damage occasioned
- (i) The right to enter so much of the Site as is necessary to maintain the existing hedge from point X on Plan 1 to the northern boundary of the Site those exercising such right causing as little damage or disturbance as possible and making good any damage thereby occasioned
- (j) (i) Rights of light to the existing five pairs of windows ("the windows") in the western boundary of the building on the Retained Land known as the Centenary Business Centre ("the CBC Building") such windows being between the points A-B on Plan 1 the extent of such rights of light being such as shall not obstruct the windows
- (ii) For the purposes of this clause an obstruction of the rights of light to the windows would be a building or other structure constructed within a line drawn from the window sills of the windows being a height of one metre from ground level in a Westerly direction towards the Site at an angle of forty-five degrees from the horizontal."
- NOTE 1: For Definitions see Entry in the Charges Register
- NOTE 2: The covenant contained in paragraph (A) of the Second Schedule is a covenant by the purchaser to construct a 7.3 metre wide carriageway with 2 metre wide footways on either side over the land shown hatched brown on plan 2 to the Transfer.
- 23 (18.02.1999) The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered WK379117 in green on the filed plan dated 15 January 1999 made between (1) The Warwickshire County Council (Transferor) and (2) Karl Dungs Limited (Transferee):-
  - "EXCEPTING AND RESERVING unto the Transferor for the benefit of its adjoining land known as Liberty Way and Townsend Drive the right to remove from the Property any trees which in the reasonable opinion of the Highway Authority for the time being in the area in which the Property is situate causes any interference with the adjoining land known as Liberty Way and Townsend Drive."
- (15.06.1999) By a Deed dated 17 February 1999 made between (1) The Warwickshire County Council (the Council) and (2) Frank Edward Downes and Sylvia Rita Downes (Downes) the rights reserved by the Transfer dated 19 June 1998 referred to above were varied as follows:-
  - "EXCEPTING AND RESERVING as mentioned in Part II of the said First Schedule

#### THE FIRST SCHEDULE

#### PART II

Rights to be excepted and reserved to the Vendor

EXCEPTING AND RESERVING unto the Vendor and all other persons authorised by it and all other persons entitled thereto for the benefit of its Retained Land and each and every part thereof:

(a) A right to connect with and use all sewers drains water mains watercourses wires cables and other services which may within the perpetuity period (which for the purposes of this Deed shall be eighty years) be laid or pass over through or under the Site the persons exercising such right causing as little inconvenience and damage as possible and making good all dmaage thereby occasioned

# A: Property Register continued

- (b) The full and unrestricted right at any time hereafter and from time to time to erect or permit to be erected any buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of the Retained Land in such manner as to obstruct or interfere with the passage and access of light and air to any building which is or may be erected upon any part of the Site and further all privileges of light and air now or hereafter to be enjoyed over any part of the Retained Land by or in respect of the Site should be deemed to be so enjoyed by the Licence or consent of the Vendor and not as of right
- (c) Until such time as the Purchaser has complied with his covenant contained in paragraph (A) of the Second Schedule a right of way at all times for all purposes with or without vehicles over and along the Green Land
- (d) Following compliance with the covenant on the Purchaser's part contained in Paragraph (A) of the Second Schedule and until such time as the same shall become a highway maintainable at the public expense a right of way at all times for all purposes over the land shown hatched brown on Plan 2 attached hereto ("Plan 2") together with the extension thereof from Point B of the same width to the northern boundary of the Site ("the Extended Access") to the intent that there shall at all times be available to the Vendor for the benefit of its Allotment Site and each and every part thereof for use of the Allotment Site for any purpose a right of way at all times with or without vehicles over an accessway 11.3 metre wide or such reduced width as the local Highway Authority may require to accommodate any future development of the Allotment Site for industrial use."

-NOTE: Original filed under WK376388.

25 (12.02.2008) The land edged and numbered 4,5 and 6 on the title plan are no longer of any significance and should be ignored since the entries in the register which gave rise to the references have been cancelled.

## 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

- PROPRIETOR: THE WARWICKSHIRE COUNTY COUNCIL of Shire Hall, Warwick, CV34 4RR.
- 2 (19.01.2009) RESTRICTION: No disposition of the registered estate in the land edged and numbered 1 in blue on the title plan by the proprietor of the registered estate or by the proprietor of any registered charge of such land is to be registered without a written consent signed on behalf of Advantage West Midlands of 3 Priestley Wharf, Holt Street, Aston Science Park, Birmingham B7 4BN by its secretary or conveyancer.

## C: Charges Register

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

The land is subject to the following rights granted by a Transfer of the land edged and numbered P28090 in green on the filed plan dated 27 July 1927 made between (1) Warwickshire County Council and (2) Nuneaton Corporation:-

"Together with a right of way along the existing roadway leading from the Nuneaton-Lutterworth Main Road coloured brown on the said plan as a means of access to the property and also the right to lay and maintain cables and the necessary water pipes and drains under the said roadway."

# C: Charges Register continued

NOTE: The land coloured brown referred to is tinted brown on the filed plan.

2 The land is subject to the following rights granted by a Deed dated 6 October 1972 made between (1) The Warwickshire County Council (Council) and (2) George Wimpey & Co Limited (Company):-

The Council as Beneficial Owner hereby grants unto the Company full right and liberty for the Company and its successors in title the owners and occupiers for the time being of the dominant land to lay construct maintain repair renew replace relay and use in on or under the servient land

- (a) a foul sewer not exceeding nine inches in diameter in the approximate position indicated by the green line on the said plan to connect with the existing public sewer already laid in the servient land on the point marked X on the said plan
- (b) a surface water sewer not exceeding eighteen inches in diameter in the approximate position indicated by the blue line on the said plan with the right so far as the Council can grant the same to discharge into the ditch at the point marked X on the said plan.

NOTE: The green line referred to is shown by a blue broken line on the filed plan.

- The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto and to such rights of way drainage passage of water and gas electricity telephone and other services rights of entry and support and other rights as are granted by those leases.
- The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered WK263384 in green on the filed plan dated 18 February 1981 made between (1) The Warwickshire County Council (Transferor) and (2) The East Midlands Electricity Board (Transferee):-

\*TOGETHER WITH full right and liberty for the Transferee and the registered proprietor or proprietors from time to time of the land hereby transferred its his her or their tenants servants and licensees

- (a) To enter upon the adjoining property of the Transferor so far as may be necessary for the purpose of erecting and maintaining the substation housing the Transferee doing as little damage as possible to the said adjoining property of the Transferor and making good any damage which may nevertheless be caused
- (b) To go pass and repass at all times and for all purposes over and along the road and footpath abutting upon the piece of land hereby transferred and any other roads or footpaths which are now or may within Eighty years hereafter be constructed on the Transferors adjoining land and until constructed over and along the intended site of such roads and footpaths
- (c) To lay and maintain electric cables and lines and conduits or pipes for containing the same where necessary under and across the said road abutting upon the piece of land hereby conveyed and any other roads which are now or may within Eighty years hereafter be constructed on the Transferors adjoining estate and until constructed under and across the intended site of such road or roads and to break up the surface thereof as far as may be necessary from time to time for the purpose of laying relaying repairing and maintaining the said electric cables and lines and conduits or pipes doing as little damage as possible and restoring the surface as soon as possible AND TOGETHER ALSO with the benefit of any rights and liberties reserved to the Transferors out of the Transfers of any pieces or parcels of land on the Transferors adjoining estate to lay and maintain electric cables and lines and conduits or pipes thereunder."

The said Transfer also contains the following covenant:-

# C: Charges Register continued

"The Transferor hereby covenants with the Transferee and its successors in title

not at any time hereafter to construct or permit to be constructed any building erection or structure of any kind whatsoever over or within Three feet on either side of the route of the electric cables and lines and conduits or pipes to be laid or placed by the Transferee in pursuance of the grant hereinbefore contained"

The parts of the land affected thereby are subject to the following rights granted by a Deed dated 10 March 1982 made between (1) Warwickshire County Council (Grantor) and (2) The East Midlands Electricity Board (Granteee):-

"The Grantor as Beneficial Owner hereby grants unto the Grantee FULL RIGHT AND LIBERTY for the Grantee to lay and maintain electric lines cables conduits or pipes for containing the same where necessary under the Grantors premises in a two metre wide reservation in the position indicated on the said plan attached hereto and thereon coloured blue and to enter upon and break up the surface of the Grantors premises as far as may be necessary from time to time for the purpose of laying relaying repairing and maintaining the same TO HOLD the same unto the Grantee in fee simple as appurtenant to its undertaking."

NOTE: The land coloured blue referred to is hatched blue on the filed plan.

6 By the Deed dated 10 March 1982 referred to above the rights granted by the Transfer dated 27 July 1927 referred to were expressed to be released in the following terms:-

"The Grantee as Beneficial Owner hereby releases unto the Grantor ALL THAT rights of way and right to lay and maintain cables which were granted in Transfer dated the Twenty-seventh day of July One thousand nine hundred and twenty-seven by the Grantor to the Mayor Aldermen and Burgesses of the Borough of Nuneaton as rights appurtenant to the land thereby transferred which is now the land in Title number P28090 to the intent that the said right of way and the right to lay and maintain cables shall henceforth be extinguished."

- 7 The roads and accessways are subject to rights of way.
- 8 The land is subject to rights of drainage and rights in respect of water gas electricity telephone and other services.
- The land adjoining the parts edged and numbered in green on the filed plan is subject to rights of support.
- 10 (29.12.1983) The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered WK281862 and WK281864 in green on the filed plan dated 16 December 1983 made between (1) The Warwickshire County Council (Transferor) (2) Monsell Youell Developments Limited (First Transferee) and (3) Galliford New Homes Limited (Second Transferee)

"Together with the rights set out in the First Schedule hereto.

#### THE FIRST SCHEDULE

(Rights granted to the First Transferee and the Second Transferee)

The Transferor hereby grants to the First Transferee for the benefit of the red land and to the Second Transferee for the benefit of the green land in each case in common with the Transferor and all other persons who have or may hereafter have the like rights:-

1.0 Insofar as the same are not already highways maintainable at the public expense a right of way at all times and for all purposes over and along the road or way known as Crowhill Road situate on the south side of the land hereby transferred and over and along the verges and footpaths still to be constructed until such time as the same are adopted as highways maintainable at the public expense the person or persons exercising such right making good all damage caused thereto."

# C: Charges Register continued

-NOTE: Copy plan filed.

(24.08.1984) An Agreement dated 7 September 1983 made between (1) The British Gas Corporation and (2) Warwickshire County Council relates to the installation, maintenance, repair and renewal of low pressure gas mains in the approximate position shown by a yellow broken line on the filed plan and contains an option to acquire land and easements in connection therewith.

-NOTE: Copy filed.

(19.02.1985) The parts of the land affected thereby are subject to rights in respect of foul and surface water sewers shown by a brown broken line between points marked A and B in brown, and mauve broken line respectively, on the filed plan within the strip of land tinted yellow on the filed plan granted by a Deed dated 11 February 1985 made between (1) The Warwickshire County Council (Grantor) (2) Monsell Youell Homes Limited and Galliford New Homes Limited and (3) Severn Trent Water Authority.

The said Deed also contains covenants affecting the said land.

(12.06.1985) The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered WK290588 in green on the filed plan dated 21 May 1985 made between (1) The Warwickshire County Council (Transferor) and (2) The East Midlands Electricity Board (Transferee):-

"TOGETHER WITH full right and liberty for the Transferee and the registered proprietor or proprietors from time to time of the land hereby transferred its his her or their tenants servants and licensees.

- (a) To enter upon the adjoining property of the Transferor so far as may be necessary for the purpose of erecting and maintaining structures on the boundaries of the said land the Transferee doing as little damage as possible to the said adjoining property of the Transferor and making good any damage which may nevertheless be caused.
- (b) To go pass and repass at all times and for all purposes over and along the road and footpath ..... known or to be known as Hammond Close and any other roads or footpaths which are now or may within Eighty years hereafter be constructed on the Transferors adjoining estate and until constructed over and along the intended site of such roads and footpaths.
- (c) To lay and maintain electric cables and lines and conduits or pipes for containing the same where necessary under and across the land forming part of the Transferors adjoining estate in such position as shall be necessary for the purpose of affording a supply of electricity to the properties erected or to be erected on the said estate and also under and across the said Hammond Close and any other roads which are now or may within Eighty years hereafter be constructed on the Transferors adjoining estate and until constructed under and across the intended site of such road or roads and to break up the surface thereof as far as may be necessary from time to time for the purpose of laying relaying repairing and maintaining the said electric cables and lines and conduits or pipes doing as little damage as possible and restoring the surface as soon as possible."
- (26.02.1986) The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered WK293309 in green on the filed plan dated 20 September 1985 made between (1) Warwickshire County Council (Transferor) and (2) Mahema Singh Grewal (Transferee):-

Together with the rights specified in the First Schedule hereto

THE FIRST SCHEDULE before referred to

(Rights to be granted to Transferee)

(a) The right with workmen and others upon reasonable notice being given to enter upon the adjacent property of the Transferor to the North West of the property hereby transferred shown marked "Nursery

# C: Charges Register continued

Cottage" on the said plan to construct and complete to the standard required by the Local Authority for adoption purposes a foul sewer in the position approximately indicated by a blue line on the said plan to connect the property hereby transferred to the sewer the approximate position of which is indicated by a broken black line on the said plan and thence to the main public sewer Together with a temporary right to use a working width of five metres throughout the length of the said foul sewer so to be constructed for main laying operations the Transferee or his successors in title causing as little inconvenience as possible to the Transferor its tenants or licensees and making good all damage caused

- (b) The right (in common with the Transferor and all other persons entitled thereto) to the free passage and running of water and soil by and through the said foul sewer the Transferee or his successors in title making good all damage caused by the exercise of such right
- (c) The right with workmen and others to enter the adjacent land of the Transferor as mentioned in sub clause (a) above for the purpose of replacing repairing emptying maintaining or inspecting the said foul sewer or for any other reasonable purpose connected therewith making good as mentioned above."

NOTE: The blue line referred to is shown by blue broken lines between points C and D on the filed plan and the broken black line referred to is shown by blue broken lines between points D and E on the filed plan.

15 (04.06.1986) The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered WK297180 in green on the filed plan dated 19 May 1986 made between (1) Warwickshire County Council (Transferors) and (2) Wilcon Homes Limited (Transferees):-

"TOGETHER WITH the rights set forth in the First Schedule hereto

#### THE FIRST SCHEDULE before referred to

- The right with workmen and others upon reasonable notice being given to enter upon the adjacent land of the Transferor to the north-east of the property to construct and complete to the standard required by the local authority for adoption purposes.
- (i) A foul sewer in the position approximately indicated by a green line on the said plan to connect the property to the main public sewer the approximate position of which is indicated by a black line on the said plan
- (ii) A surface water sewer in the position approximately indicated by a broken blue line on the said plan and thence into the watercourses leading into the River Anker and
- (iii) A 450 mm surface water sewer in the position approximately indicated by the broken blue line between the points marked "X" "Y" "Z" on the said plan to connect the existing surface water drainage system on the land to the south of Crowhill Road now or formerly comprised in Title No. WK239283 as shown on the filed plan of the Transferor's said registered Title No. WK271645 with the new surface water sewer to be constructed by the Transferee Together with a temporary right to use a working width of 15 metres throughout the whole length of the said foul and surface water sewers so to be constructed for main laying operations the Transferee or its successors in title erecting temporary stock proof fencing along both sides of the said working width and causing as little inconvenience as possible to the Transferor its tenants or licensees and making good all damage caused and reinstating and re-seeding the surface of the land on completion of the works.
- (b) The right (in common with the Transferor and all other persons entitled thereto) to the free passage and running of water and soil by and through the said foul and surface water sewers serving the property the Transferee or its successors in title making good all damage caused by the exercise of such right.

# C: Charges Register continued

- (c) The right with workmen and others upon reasonable notice being given to enter the adjacent land of the Transferor as mentioned in subclause (a) above for the purpose of replacing repairing emptying maintaining or inspecting the said foul and surface water sewers serving the property or for any other reasonable purpose connected therewith making good and discharging all valid claims as mentioned
- 2. Insofar as the same are not already highways maintainable at the public expense a right of way at all times and for all purposes (in common with the Transferor and all other persons entitled thereto) over and along the road or way known as Crowhill Road situate on the north side of the property and over and along the verges and footpaths still to be constructed until such time as the same are adopted as highways maintainable at the pubic expense the Transferee or its successors in title making good all damage caused thereto by the exercise of each right."

NOTE: The Green line referred to is shown by a brown broken line between the points F-G on the filed plan. The Black line referred to is shown by a brown broken line between the points B-G on the filed plan so far as it adjoins the green line. The broken blue line referred to is shown by a yellow broken line between the points R-S and R-T on the filed plan. Points X-Y-Z are lettered R Q and P on the filed plan.

16 (03.03.1987) The land is subject to the following rights granted by a Deed dated 28 January 1987 made between (1) The Warwickshire County Council (Grantor) and (2) The East Midlands Electricity Board (Grantee):-

"THE RIGHT AND LIBERTY for the Grantee to lay and maintain electric cables and lines and conduits or pipes for containing the same where necessary under the Grantor's premises at Hammond Business Centre Hammond Close Attleborough Industrial Estate Nuneaton in the position indicated on the plan attached hereto and to enter upon and break up the surface of the Grantor's said premises as far as may be necessary from time to time for the purpose of laying relaying repairing and maintaining the same.

The said Deed also contains the following covenants:-

"THE GRANTOR hereby covenants with the Grantee that the Grantor will not at any time hereafter erect or cause or permit to be erected any building structure or other erection on over or within Three feet on either side of the route of the said electric lines and other apparatus."

NOTE: The electric lines referred to are shown by red broken lines on the filed plan.

17 (04.03.1988) The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered WK313608 in green on the filed plan dated 17 February 1988 made between (1) Warwickshire County Council (Transferor) and (2) The East Midlands Electricity Board (The Board):-

"THE RIGHTS APPURTENANT TO THE PROPERTY TRANSFERRED:

- (i) A right of way at all times and for all purposes over the roads and footpaths on the Transferors adjoining property linking the property transferred with public highway. This right shall also be applicable to any roads or footpaths which may be constructed during the next 80 years and until constructed to the intended site of such roads and footpaths
- (ii) A right to lay electric lines within the meaning of Section 32 of the Electric Lighting Act 1882.
- (i) In the positions indicated on the attached plan by broken red lines
- (ii) Under any roads and footpaths now constructed or to be constructed during the next 80 years on the Transferors adjoining property and until constructed under the intended site of such roads and footpaths

# C: Charges Register continued

(iii) A right to break up the surface of any of the above land roads or footpaths for the purpose of laying repairing and maintaining the electric lines doing as little damage as possible and making good any damage caused."

NOTE: The broken red lines referred to are shown by blue broken lines between the points H-J and K-L on the filed plan.

18 (04.03.1988) The Transfer dated 17 February 1988 referred to above contains the following covenants:-

"The Transferor covenants with the Board and its successors in title to observe and perform the matters set out in the Third Schedule

#### THE THIRD SCHEDULE

COVENANTS TO BE OBSERVED BY THE TRANSFEROR:

Not at any time after the date of this Deed to excavate under or alter the level of ground over nor construct or permit to be constructed any building structure or erection of any kind whatsoever over or within one metre on either side of the route of the electric lines referred to in the Second Schedule to this Transfer other than any buildings structures or erections marked on the attached plan."

- (20.06.1988) The parts of the land affected thereby are subject to rights in respect of foul and surface water sewers laid within the strips of land hatched blue on the filed plan granted by a Deed dated 16 June 1988 made between (1) The Warwickshire County Council and (2) Severn-Trent Water Authority. The said Deed also contains covenants affecting such land
- 20 (12.08.1988) The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered WK317476 in green on the filed plan dated 28 July 1988 made between (1) The Warwickshire County Council (Transferors) and (2) Peter Savage Iron & Steel Company Limited (Transferees):-

"TOGETHER WITH the easements and rights specified in Part I of the First Schedule hereto

THE FIRST SCHEDULE hereinbefore referred to

#### PART I

- 5.1 The right with workmen and others upon reasonable notice being given to enter upon the adjacent land of the Transferor to the northeast of the Property to construct and complete to the standard required by the local authority for adoption purposes
- 5.1.1 A foul sewer in the position approximately indicated by a green line on the Plan to connect the Property to the main public sewer the approximate position of which is indicated by a black line on the Plan and
- 5.1.2 A surface water sewer in the position approximately indicated by a broken blue line on the Plan.

TOGETHER WITH a temporary right to use a working width of ten metres throughout the whole length of the said foul and surface water sewers so to be constructed for main laying operations the Transferee or its successors in title erecting stock proof fencing along both sides of the said working width as required by the Transferor and causing as little inconvenience as possible to the Transferor its tenants or licensees and making good all damage caused and reinstating the surface of the land on completion of the works

5.2 The right with workmen and others upon three months previous notice being given to enter upon the adjacent land of the Transferor to the

# C: Charges Register continued

north-west of the Property to construct and complete a private surface water drain in the position approximately indicated by a yellow line on the Plan and thence into the ditch leading into the River Anker the Transferee causing as little inconvenience as possible to the Transferor its tenants or licensees making good all damage caused and reinstating the surface of the land on completion of the works and making reasonable compensation to the Transferor's tenant of the land to the north of the said industrial estate for damage sustained by him in consequence of the rights and liberties hereby granted

- 5.3 The right (in common with the Transferor and all other persons entitled thereto) to the free passage and running of water and soil by and through the said foul and surface water drains or sewers serving the Property and Transferee or its successors in title making good all damage caused by the exercise of such right
- 5.4 The right with workmen and others upon reasonable notice being given to enter the adjacent land of the Transferor as mentioned in paragraphs 5.1 and 5.2 above for the purpose of replacing repairing emptying maintaining or inspecting the said foul and surface water drains or sewers serving the Property or for any other reasonable purpose connected therewith good and discharging all valid claims as mentioned above."

-NOTE: Copy plan filed under WK317476.

(18.08.1988) The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered WK317616 in green on the filed plan dated 4 December 1987 made between (1) Warwickshire County Council and (2) Severn Trent Water Authority:-

"TOGETHER WITH a right of way 12 feet in width for the Transferee and its successors in title to and from the said two pieces of land to and from the nearest public highway for all purposes whatsoever by day or night such right of way shown by a yellow line on the said plan and ALSO the right to enter on the land coloured blue on the said plan for all purposes in connection with the Transferee's statutory powers."

-NOTE: Copy plan filed under WK317616.

- (08.12.1988) By a Deed dated 24 November 1989 made between (1) The Warwickshire County Council (County Council) and (2) Karnail Singh Gill and others (Owners) the rights granted by the Transfer dated 20 September 1985 referred to above were varied in the following terms:-
  - "1. In consideration of the grants to the Owners by the County Council hereinafter contained the Owners as beneficial owners release and surrender to the County Council the rights contained in paragaraph 1 of the First Schedule to the Transfer in respect of the route of the foul water sewer indicated by a blue line on the plan annexed to the Transfer to the intent that they shall be surrendered and released and form part of the County Council's interest in the remaining land comprised in the County Council's registered Title Number WK271645 on the date of this deed
  - 2. In consideration of the above the County Council as beneficial owner grants to the Owners the rights granted by the Transfer and contained in the said paragraph 1 of the First Schedule to the Transfer in respect of the route of the foul water sewer indicated by the blue line on the plan annexed hereto (hereinafter called "the New Route") Provided always that if the County Council shall desire to divert the whole or any part of the New Road it shall be at liberty to do so after first providing for the benefit of the land comprised in the Owners' registered Title Number WK306497 an alternative sewer whether or not such alternative route is or is not less commodious as aforesaid shall be referred to a single arbitrator to be agreed upon between the County Council and the Owners or (failing such agreement) to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors and the County Council shall make all such grants as may be necessary to enable the Owners and their successors to exercise rights of drainage in respect of such alternative route TO HOLD to the Owners in fee simple."

# C: Charges Register continued

NOTE: The blue line referred to is shown by a yellow line on the filed plan.

23 (14.05.1990) The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered WK330573 in green on the filed plan dated 29 March 1990 made between (1) Warwickshire County Council (Transferor) (2) Alfred McAlpine Homes Midlands Limited and (3) Tarmac Homes Midlands Limited (Transferee):-

"TOGETHER WITH the rights specified in the Second Schedule hereto

THE SECOND SCHEDULE before referred to

(Rights to be granted to the Transferee)

INSOFAR as the same are not already highways maintainable at the public expense a right of way at all times and for all purposes (in common with the Transferor and all other persons entitled thereto) over and along the road or way known as Crowhill Road situate on the south side of the property hereby transferred and over and along the verges and footpaths still to be constructed until such time as the same are adopted as highways maintainable at public expense the Transferee or its successors in Title making good all damage caused thereto by the exercise of such rights."

(29.05.1990) The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered WK330836 in green on the filed plan dated 25 April 1990 made between (1) Warwickshire County Council (Transferor) and (2) Watling Construction Limited (Transferee):-

"TOGETHER WITH the easements and rights specified in Part I of the First Schedule hereto

FIRST SCHEDULE before referred to

#### PART I

Easements and Rights Granted to the Transferee

- 1. Until the same shall become highways maintainable at the public expense the right for the Transferee and its successors in title and all persons authorised by them with or without vehicles at all times and for all purposes to pass and repass to and from the property or any part or parts thereof over and along Townsend Drive aforesaid and the road coloured brown on the said plan
- 2. The right to the free passage of water soil gas electricity telephone and other services from and to the property through the pipes sewers conduits and wires which are now or may at any time within eighty years hereafter (being the perpetuity period) be in or upon or under the retained land including the right to make connections thereto
- 3. All rights of support enjoyed at the date hereof from the retained land
- 4. The right for the Transferee and all persons authorised by it to enter the retained land for the purpose of constructing altering replacing repairing cleansing emptying maintaining or inspecting the said pipes sewers conduits and wires now or at any time within the perpetuity period serving the property or for any other reasonable purpose doing as little damage as possible to the retained land and making good all damage thereby occasioned."

NOTE: The road coloured brown referred to is that adjoining the north eastern boundary of the land transferred. The retained land is the land remaining in this title.

25 (21.08.1990) By a Deed dated 27 July 1990 made between (1) Warwickshire County Council and (2) East Midlands Electricity PLC the position of the electric lines referred to in the Transfer dated 17 February 1988 referred to above was rectified. The correct position of the electric lines is shown by a blue broken line between points M N and O on the

# C: Charges Register continued

filed plan.

(11.01.1991) The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered WK332620 in green on the filed plan dated 17 August 1990 made between (1) Warwickshire County Council and (2) Jacqueline Clark:-

""The rights granted" means the rights set out in the Second Schedule.

#### Second Schedule

A right of way on foot only over and along the land shown coloured brown on the plan annexed hereto for the purpose of gaining access to and egress from the property to and from the public bridleway."

NOTE: The land coloured brown referred to is hatched yellow on the filed plan.

- (25.01.1991) The parts of the land affected thereby are subject to rights in respect of a water main laid within the strips of land edged and numbered 4 in yellow on the filed plan granted by a Deed dated 30 October 1989 made between (1) The Warwickshire County Council and (2) Severn Trent Water Limited. The said Deed also contains covenants affecting such land
- (02.07.1993) The land is subject to the following rights granted by a Transfer of the land edged and numbered WK348166 in green on the title plan dated 30 March 1990 made between (1) The Warwickshire County Council (Transferor) and (2) A.R. Cartwright Limited (Transferee):-

\*TOGETHER WITH the easements and rights specified in the First Part of the First Schedule hereto

THE FIRST SCHEDULE hereinbefore referred to

#### PART I

Easements and rights to be granted to the Transferee

- 1. Until the same shall become highways maintainable at the public expense the right for the Transferee and its successors in title and all persons authorised by them with or without vehicles at all times and for all purposes to pass and repass to and from the Property or any part or parts thereof over and along Townsend Drive aforesaid and the road coloured brown on the said plan
- 2. The right to the free passage of water soil gas electricity telephone and other services from and to the Property through the pipes sewers conduits and wires which are now or may at any time within Eighty years hereafter (being the perpetuity period) be in upon or under the retained land including the right to make connections thereto
- 3. All rights of support enjoyed at the date hereof from the retained land
- 4. The right for the Transferee and all persons authorised by it to enter the retained land for the purpose of constructing altering replacing repairing cleansing emptying maintaining or inspecting the said pipes sewers conduits and wires now or at any time within the perpetuity period serving the property or for any other reasonable purpose doing as little damage as possible to the retained land and making good all damage thereby occasioned
- 5. Without prejudice to the generality of the foregoing the right with workmen and others upon reasonable notice being given to enter upon the adjacent land of the Transferor shown shaded green on the said plan to construct and complete and thereafter maintain to the standard required by the local authority for adoption purposes a storm water sewer ("the sewer connection") having a diameter of 300 mm to connect with the existing storm water sewer shown by a broken blue line on the said plan at point "A" and to use the same for the passage of water from the Property the Transferee making good all damage caused by the exercise of such rights."

# C: Charges Register continued

NOTE 1: The retained land referred to is the land remaining in this title

-NOTE 2: Copy plan filed.

29 (04.07.1994) The land is subject to the following rights granted by a Transfer of the land edged and numbered WK353629 in green on the filed plan dated 8 June 1994 made between (1) The Warwickshire County Council (Transferor) and (2) Nuneaton and Bedworth Borough Council (Transferee):-

"TOGETHER WITH a right of way at all times with or without vehicles over the land shown coloured yellow on the Plan ("the Yellow Land") and a right at any time within the perpetuity period (which for the purpose of this transfer shall be 80 years) to construct a highway over the Yellow Land subject to:

- (i) all such works to be carried out to a standard suitable for adoption maintainable at the public expense
- (ii) the Transferee to obtain the prior written approval of the Transferor to all such works (such approval not to be unreasonably withheld or delayed where the works are to an adoptable standard)
- (iii) the Transferee giving not less than two weeks prior written notice of its intention to commence works
- (iv) the Transferee to ensure that at all times whilst the works are being carried out on the Yellow Land that there is sufficient access for the Transferor and its tenants of adjoining land to pass and repass over the Yellow Land with or without vehicles including agricultural vehicles
- (v) following construction of the highway the Transferee to maintain the same to the Transferor's satisfaction until such time as the same shall become maintainable at the public expense
- (vi) the Transferee fully indemnifying the Transferor against all costs claims demands actions and proceedings whatsoever as a result of the exercise of this right."

NOTE: The land coloured yellow referred to is edged mauve on the filed plan.

30 (17.11.1994) The land is subject to the following rights granted by a Transfer of the land edged and numbered WK355977 in green on the title plan dated 23 September 1994 made between (1) The Warwickshire County Council (Vendor) and (2) Brian Ernest Thomas Stokes and Peter Douglas Parry (Purchasers):-

"The Property is transferred together with the rights set out in the First Schedule

#### FIRST SCHEDULE

- 1. The right to the free passage of water soil gas electricity telephone and other services from and to the Property through the pipes sewers conduits and wires which are now or may at any time within the Perpetuity Period be in upon or under the Retained Land including the right to make connections thereto
- All rights of support enjoyed at the date hereof from the Retained Land
- 3. The right for the Purchasers and all persons authorised by them to enter the Retained Land for the purpose of constructing altering replacing repairing cleansing emptying maintaining or inspecting the said pipes sewers conduits and wires now or at anytime within the Perpetuity Period serving the Property or for any other reasonable purpose doing as little damage as possible to the Retained Land and making good all damage thereby occasioned.

# C: Charges Register continued

NOTE 1: The Retained Land referred to in the land remaining in this title

NOTE 2: The Perpetuity Period referred to is 80 years from the date of the Transfer.

31 (14.08.1995) The land is subject to the following rights granted by a Transfer of the land edged and numbered WK359807 in green on the filed plan and other land dated 14 July 1995 made between (1) The Warwickshire County Council (Transferor) and (2) Brian Bosco Sheridan and others (Transferees):-

"TOGETHER WITH the rights mentioned in Part I of the First Schedule hereto

THE FIRST SCHEDULE Before referred to

PART I

Rights to be granted to the Transferees

- (a) Until such time as the same shall become highway maintainable at the public expense the right for the Transferees and all persons authorised by them with or without vehicles at all times and for all purposes to pass and repass to and from the Property or any part or parts thereof over and along Townsend Drive to the public highway and over and along the road shown coloured brown on the Plan
- (b) The right so far as the Transferor can grant the same to the free passage of water soil gas electricity telephone and other services from and to the Property through the pipes sewers conduits and wires which are now or may at any time within eighty (80) years hereafter (being the perpetuity period) be in upon or under the said land coloured brown on the Plan including the right to make connections thereto subject to such existing services being of sufficient capacity to take the increase in service and subject to the Transferees obtaining all requisite consents before making such connections and in the case of foul and surface water subject to the same in no way prejudicing the future adopting of existing foul and surface water sewers and to obtaining the Transferor's prior written consent to all such works and the location of any such connections causing as little damage as possible to the said land and making good all damage caused by the exercise of such rights
- (c) All rights of support enjoyed at the date thereof from the Transferors Retained Land and each and every part thereof
- (d) The right for the Transferees and all persons authorised by them to enter the said land coloured brown on the plan for the purpose of constructing altering replacing repairing cleansing emptying maintaining making connections to or inspecting the said pipes sewers conduits and wires now or at any time within the perpetuity period serving the Property causing as little damage as possible to the said land and making good all the damage thereby occasioned."

-NOTE: Copy plan filed.

32 (14.08.1995) A Deed dated 23 June 1995 made between (1) The Warwickshire County Council and (2) The National Rivers Authority contains covenants.

-NOTE: Original filed under WK359807.

- 33 (14.08.1995) The land is subject to the rights granted by the Deed dated 23 June 1995 referred to above.
- 34 (14.08.1995) A Transfer of the land edged and lettered AA in red on the filed plan dated 30 June 1995 made between (1) The Warwickshire County Council and (2) A.R. Cartwright Limited contains covenants.

-NOTE: Copy filed.

35 (14.08.1995) The land edged and lettered AA in red on the filed plan is subject to the rights reserved by the Transfer dated 30 June 1995

# C: Charges Register continued

referred to above.

36 (14.08.1995) The land is subject to the rights granted by a Deed of Variation dated 30 June 1995 made between (1) The Warwickshire County Council (2) Peter Savage Iron & Steel Company Limited (3) National Westminster Bank PLC (4) A.R. Cartwright Limited and (5) Midland Bank PLC.

By the said Deed dated 30 June 1995 rights granted in Transfers dated 28 July 1988 and 30 March 1990 referred to above were released and surrendered to the extent therein mentioned.

-NOTE: Original filed.

- 37 (26.10.1995) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 23 October 1995 made between (1) The Warwickshire County Council (Grantor) and (2) Mercian Housing Association Limited (Grantee):-
  - "4.1 The Grantor of the Servient Land with full title guarantee grants to the Grantee the Rights TO HOLD in fee simple free from encumbrances
  - 5 The Rights

The Rights granted by clause 4.1 hereof are granted exclusively to the Grantee and are:-

- 5.1 The right for the Grantee and all persons authorised by the Grantee to enter on and excavate the Servient Land between points "A" and "B" in the position shown on the Plan for the purpose of laying foul and surface water drainage sewers (Subject to any other consents necessary from Severn Trent Water Limited or any other body having an interest in the same) and to connect the same into the existing foul and surface water drainage sewers in or on the Servient Land subject to the Grantee's covenants herein contained.
- 5.2 The right for the Grantee and all persons authorised by the Grantee upon giving not less than 14 days previous notice in writing to the Grantor except in the case of emergency to enter on the Servient Land with or without workmen materials and specialist services for the purposes of repairing renewing maintaining and relaying the said foul and surface water drainage sewers the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Servient Land to the satisfaction of the Grantor until such time as the said foul and surface water drainage sewers in or on both the Servient Land and the Dominant Land are adopted by and become maintainable by the appropriate authority
- 5.3 The right for the Grantee in favour of the Dominant Land of free and uninterrupted passage and running of water to the Dominant Land in through and along the said foul and surface water drainage sewers and for no other purpose whatsoever
- 6 The Grantee's Covenants

The Grantee covenants with the Grantor to the intent and so as to bind the Dominant Land into whosesoever hands the same may come and for the benefit of the Servient Land that the Grantee shall at all times after the date of this Deed observe and perform the following stipulation and restriction in relation to the Dominant Land:-

- 6.1 To take all reasonable precautions against damage to the Servient Land and to any existing sewers pipes or drains which may be caused in the exercise of the Rights and to make good to the reasonable satisfaction of the Grantor any such damage that may be caused
- 6.2 Not to allow any contamination whatsoever of the Servient Land
- 6.3 To indemnify and keep indemnified the Grantor against all actions claims and demands which may be made against the Grantor by reason of the exercise of the rights and liberties hereby granted except such as may arise through the neglect default or interference of the Grantor

# C: Charges Register continued

- 7 Reservation of Rights and Exclusivity
- 7.1 All rights not specifically and expressly included in the Rights are reserved to the Grantor
- 7.2 The Rights are granted exclusively to the Grantee
- 8 Agreements and Declarations
- It is agreed and declared between the parties hereto that
- 8.1 The Rights shall be exercisable only if they and their subject matter shall come into existence within a period of 80 years from the date of this Deed which period shall be the perpetuity period applicable to this Deed
- 8.2 If any dispute or difference shall arise between the parties hereto concerning any matter or thing or touching any Clause herein contained or the operation or construction thereof or any matter or thing in any way connected with these presents and not being a question of law or the construction of these presents then and in every such case the dispute or difference shall be referred to a single Arbitrator to be appointed in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the subject to the provisions of the Arbitration Acts 1950 to 1979 or any statutory modification or re-enactment of the same for the time being in force."
- NOTE 1: The servient land referred to is the land in this title and the dominant land referred to is the land edged and numbered WK357725 in green on the filed plan
- NOTE 2: The points marked A and B referred to are marked V and U on the filed plan.
- 38 (19.08.1998) The land is subject to the following rights granted by a Transfer of the land edged and numbered WK376097 in green on the title plan dated 19 June 1998 made between (1) Warwickshire County Council (Vendor) (2) F.E. Downes Limited and (3) Frank Edward Downes and Sylvia Rita Downes (Purchaser):
  - \*TOGETHER WITH the rights mentioned in Part I of the First Schedule hereto

#### THE FIRST SCHEDULE

#### PART I Rights to be granted to the Purchaser

- (a) A right of way at all times with or without vehicles over and along the roadway shown coloured brown on Plan 1 until such time as the same becomes a highway maintainable at the public expense together with a right of way on foot only over the land shown coloured yellow thereon
- (b) In the event of any Planning Permission for the Site requiring the construction of a toilet block and car parking spaces for ten vehicles on the Easement Strip ("The Allotment Works") the right to enter so much of the Easement Strip as is necessary to carry out the Allotment Works the Allotment Works when constructed to the Vendor's satisfaction to thereafter become the property of the Vendor Subject to:-
- (i) the Purchaser carrying out the Allotment Works in accordance with plans and specifications to be approved by the Vendor and the Nuneaton & Bedworth Borough Council as Lessee of the Allotment Site such approval not to be unreasonably withheld or delayed
- (ii) the Purchaser giving not less than thirty Working Days prior written notice of his intention to commence the Allotment Works
- (iii) the Purchaser gaining access to the Easement Strip only from the common boundary with the Site

# C: Charges Register continued

- (iv) the Purchaser reinstating the Easement Strip to the Vendor's satisfaction
- (v) The Purchaser indemnifying the Vendor against all actions costs claims demands and liability whatsoever in relating to the carrying out of the Allotment Works (including without limitation all actions costs claims demands and liabilities in respect of the death or personal injury to any person whether engaged in the carrying out of the Allotment Works or otherwise) unless the same shall arise from any wilful or negligent act or omission of the Vendor or the said Nuneaton & Bedworth Borough Council or any person acting for or under the control of the Vendor or the said Nuneaton & Bedworth Borough Council
- (c) Following compliance with the covenant on his part contained in Paragraph (B) of the Second Schedule the free flow of water and soil through the foul and surface water sewers to be laid on the Easement Strip together with the right (until such time as the sewers shall become public sewers) on giving not less than twenty Working Days prior notice (except in the case of emergency) to enter so much of the Easement Strip as is necessary to inspect repair or maintain such sewers causing as little damage or disturbance as possible and making good all damage thereby occasioned
- (d) In the event of the development of the Site necessitating the same a right to divert the existing water supply pipe believed to run through the Green Land from a point on the southern boundary of the Site to a point on the northern boundary of the Site such route to be approved by the Vendor such approval not to be unreasonably withheld or delayed and all such works of diversion to be carried out in accordance with plans and specifications to be approved by the Vendor and such works to be completed to the Vendor's satisfaction AND for the avoidance of doubt the said water pipe or such diverted pipe shall remain in the ownership of the Vendor
- (e) A right to be exercisable within two years from the date hereof to enter such part of Kelsey Close or such part of the Retained Land immediately abutting the southern boundary of the Site may be necessary to lay services therein to serve the Site subject to
- (i) the Purchaser obtaining the prior approval of the Vendor to the route of all services and to all plans and specifications in respect of the works of constructing the same
- (ii) the Purchaser laying and constructing any services to the Vendor's satisfaction such works only to be carried out at the same time as the Road Works
- (iii) the Purchaser obtaining the prior consent from any public utility companies to carrying out any works
- (iv) the Purchaser fully indemnifying the Vendor against all actions costs claims demands and liability whatsoever in relation to the right hereinbefore granted unless the same shall arise from any wilful or negligent act or omission of the Vendor or of any person acting for or under the control of the Vendor."
- NOTE 1: The Transfer contains the following definitions:-

#### "Definitions:

- 2.1 "Retained Land" means the remaining land comprised in Title WK271645 and each and every part thereof
- 2.2 "The Allotment Site" means that part of the Retained Land shown edged brown and in part hatched blue on Plan 1
- 2.3 "The Easement Strip" means that part of the Allotment Site shown hatched blue on Plan 1
- 2.4 "The Green Land" means the existing track shown coloured green on Plan 1
- 2.5 "The Road Works" means the works to be carried out by the

# C: Charges Register continued

Purchaser pursuant to the provisions of Paragraph (A) of the Second Schedule."

-NOTE 2: Copy plan filed.

39 (19.01.2009) A Deed affecting The Centenary Business Centre (Phase 3) dated 16 January 2009 made between (1) The Warwickshire County Council and (2) Advantage West Midlands contains restrictive covenants.

-NOTE: Copy filed.

40 (25.03.2009) The land is subject to the rights granted by a Deed dated 16 March 2009 made between (1) The Warwickshire County Council and (2) Central Networks East Plc .

The said Deed also contains restrictive covenants by the grantor.

¬NOTE: Copy filed.

## Schedule of notices of leases

1	16.02.2010 Edged and numbered 2 in yellow (part of)	Land as Slingsby Close	01.12.2009 99 years from 01.12.2009	WK455358
2	10.12.2010 Edged and numbered 2 in blue	Unit 5a Kelsey Close	15.11.2010 From and including 01/04/2010 to and including 31/03/2020	WK459140

## 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.

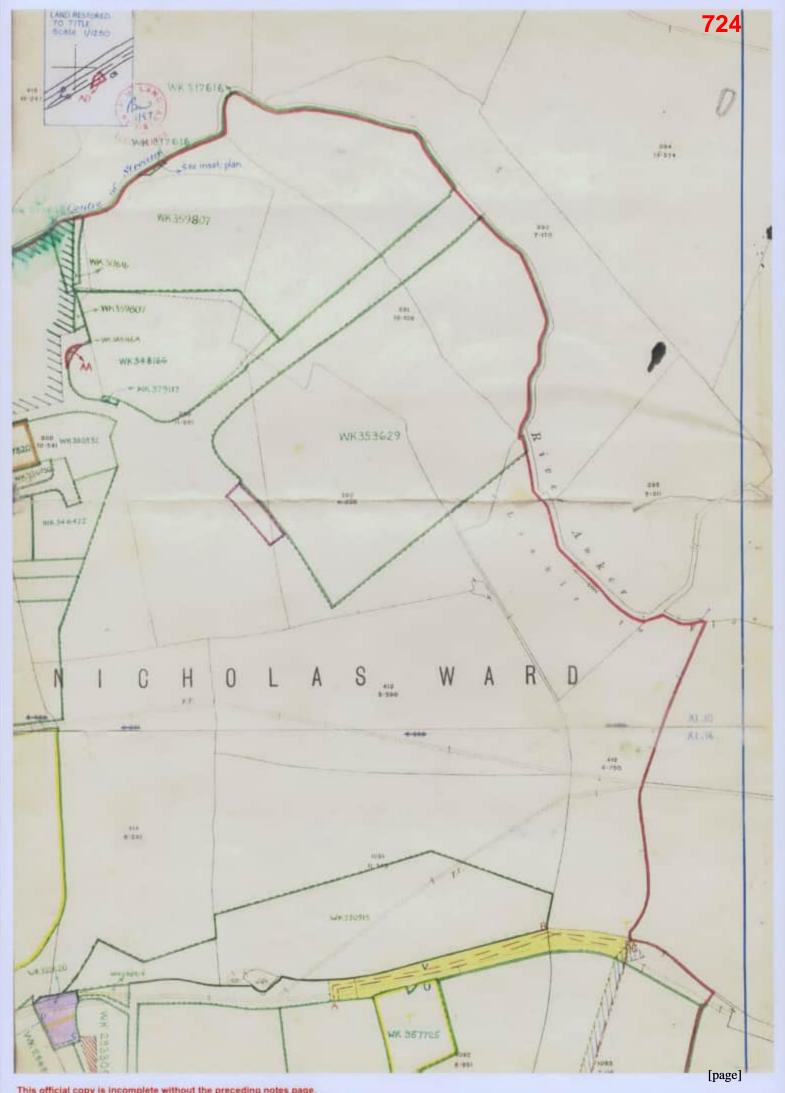
This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

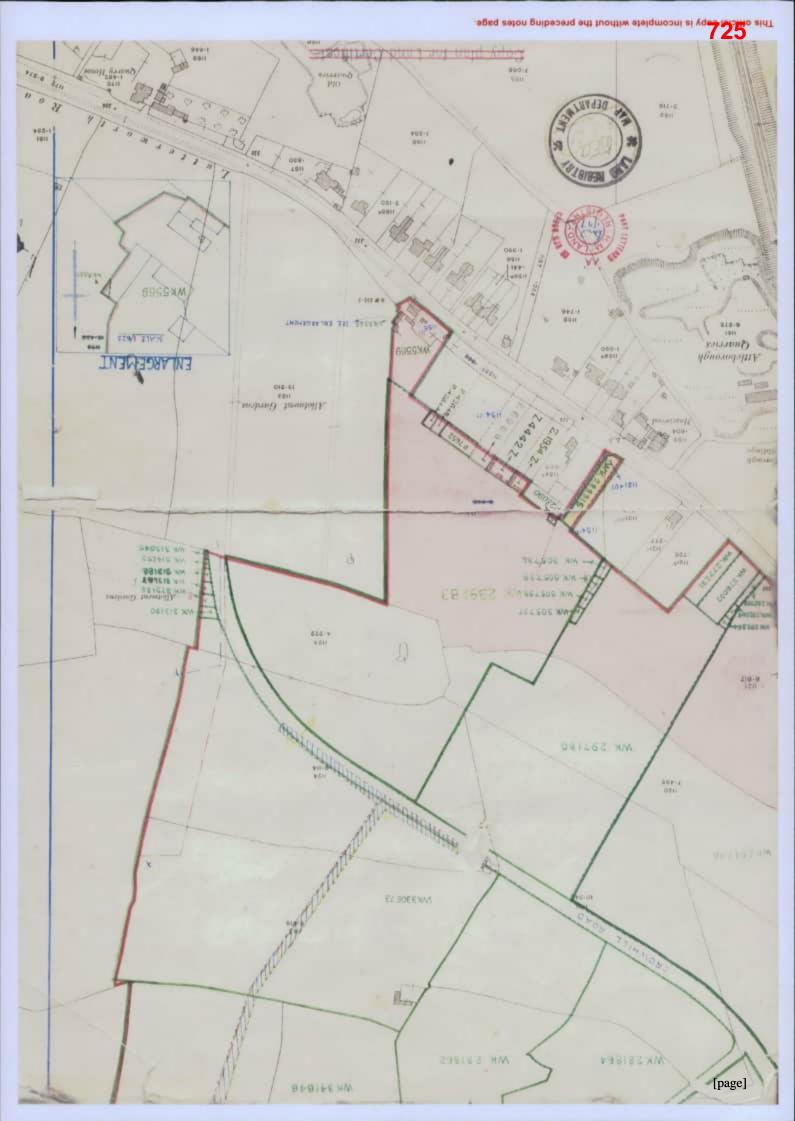
This official copy is issued on 21 February 2019 shows the state of this title plan on 21 February 2019 at 21:43:49. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

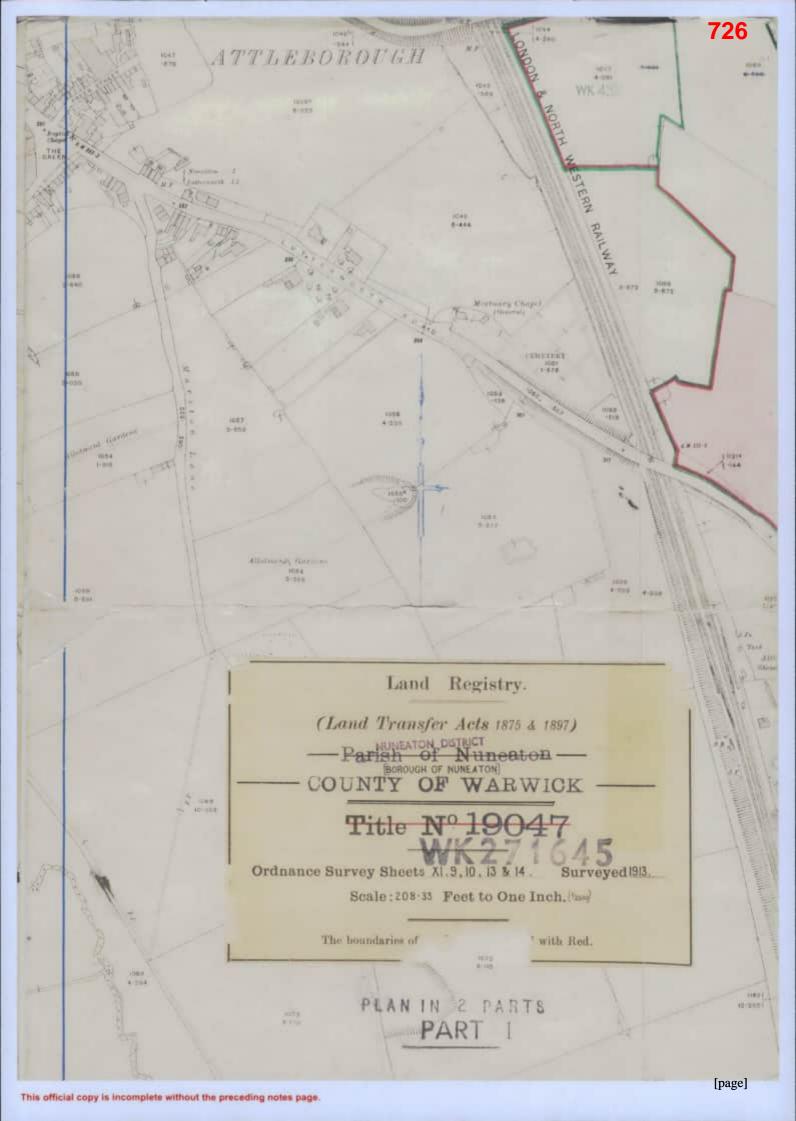
This title is dealt with by the HM Land Registry, Gloucester Office .

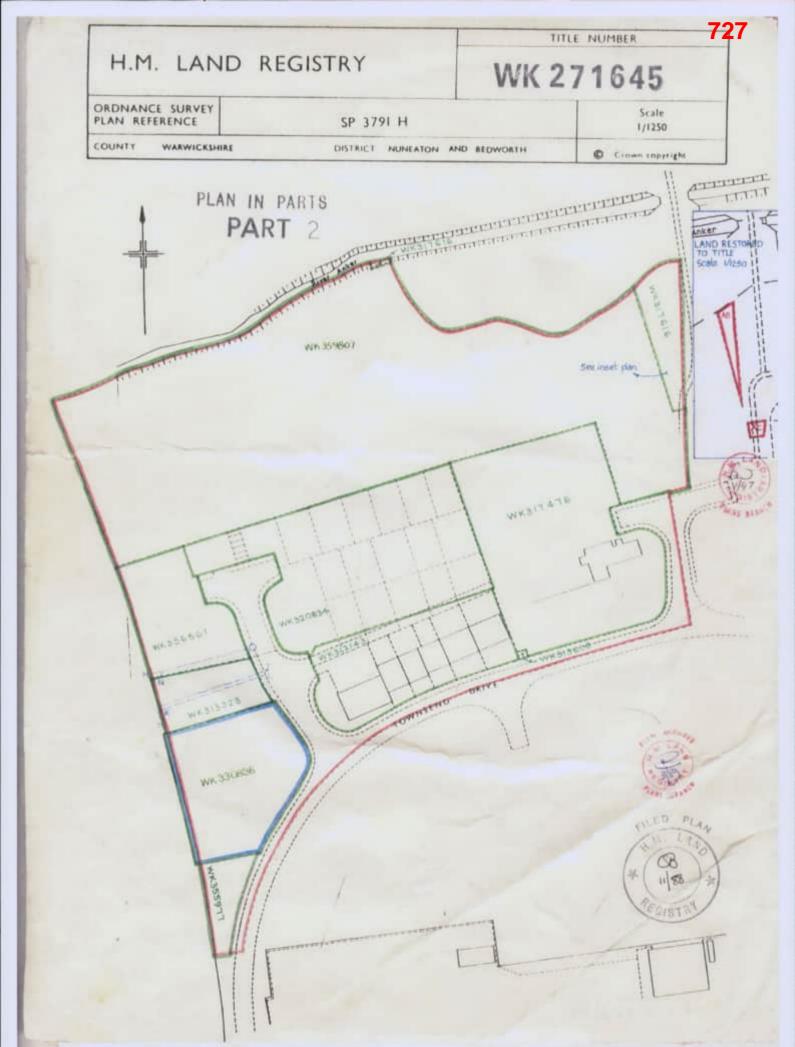
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# Official copy of register of title

## Title number WK455358

Edition date 15.02.2010

This official copy shows the entries on the register of title on 21 FEB 2019 at 21:46:51.

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 Feb 2019.

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. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- 1 (15.02.2010) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Slingsby Close, Attleborough Fields Ind Estate, Nuneaton (CV11 6RP).
- 2 (15.02.2010) Short particulars of the lease(s) (or under-lease(s))

under which the land is held: Date : 1 December 2009

Term : 99 years from 1 December 2009

Parties : (1) The Warwickshire County Council

(2) Nuneaton And Bedworth Borough Council

- 3 (15.02.2010) The Lease prohibits or restricts alienation.
- 4 (15.02.2010) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.
- 5 (15.02.2010) The landlord's title is registered.

## 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 (15.02.2010) PROPRIETOR: NUNEATON AND BEDWORTH BOROUGH COUNCIL of Town Hall, Coton Road, Nuneaton CV11 5AA.

# C: Charges Register

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

(15.02.2010) The land is subject to rights of drainage and rights in respect of water gas electricity telephone and other services.

End of register

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

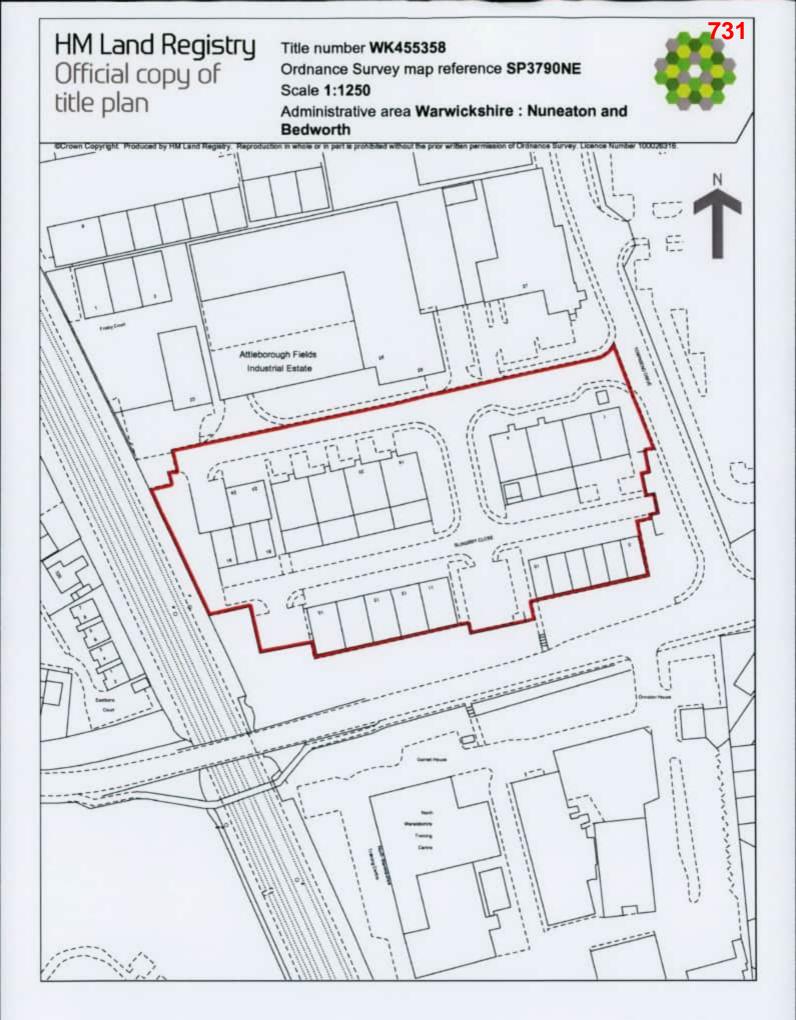
The electronic official copy of the title plan follows this message.

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 21 February 2019 shows the state of this title plan on 21 February 2019 at 21:46:51. 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.

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# Official copy of register of title

## Title number WK470015

Edition date 13.09.2013

- This official copy shows the entries in the register of title on 20 February 2019 at 12:44:42.
- 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 20 February 2019.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title, see www.gov.uk/land-registry.
- 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.

#### WARWICKSHIRE : NUNEATON AND BEDWORTH

- (11.09.2013) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Nicholas Chamberlaine School, Bulkington Road, Bedworth (CV12 9EA).
- 2 (11.09.2013) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.
- 3 (11.09.2013) The land has the benefit of the following rights reserved by a Conveyance of Hob Lane C of E First School and Henry Bellairs C of E Middle School dated 18 October 1978 made between (1) The Warwickshire County Council (council) and (2) The Governors Of The Nicholas Chamberlaines School Foundation Bedworth:-

Except and Reserving unto the Council (1) a right of way for all reasonable and proper purposes over and across the access roads and ways comprising part of the property hereby conveyed for the purpose of obtaining access to and egress from the land retained by the Council and shewn edged with green on the said plan (hereinafter referred to as "the retained land" from and to Hazel Grove aforesaid to enable the retained land to be used and enjoyed as the playing fields forming part of the Schools and (2) such rights of drainage and other easements in the nature of quasi-easements (if any) as are at present enjoyed by the retained land.

NOTE: The retained land referred to includes the land in this title.

4 (11.09.2013) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 2 September 2013

Term : 125 years from 1 September 2013



# A: Property register continued

- Parties : (1) Warwickshire County Council
  (2) The Griffin Schools Trust
- 5 (11.09.2013) The Lease prohibits or restricts alienation.
- 6 (11.09.2013) The landlord's title is registered.

## 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

- (11.09.2013) PROPRIETOR: THE GRIFFIN SCHOOLS TRUST (Co. Regn. No. 07893665) of Nicholas Camberlaine School, Bulkington Road, Bedworth CV12 9EA.
- (11.09.2013) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London, SWIP 3BT.

# C: Charges register

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

(11.09.2013) A Conveyance of the freehold estate of the land tinted pink on the title plan dated 8 September 1938 made between (1) The Trustees Of The Charity Of Sir Thomas White and (2) The Warwickshire County Council contains restrictive covenants.

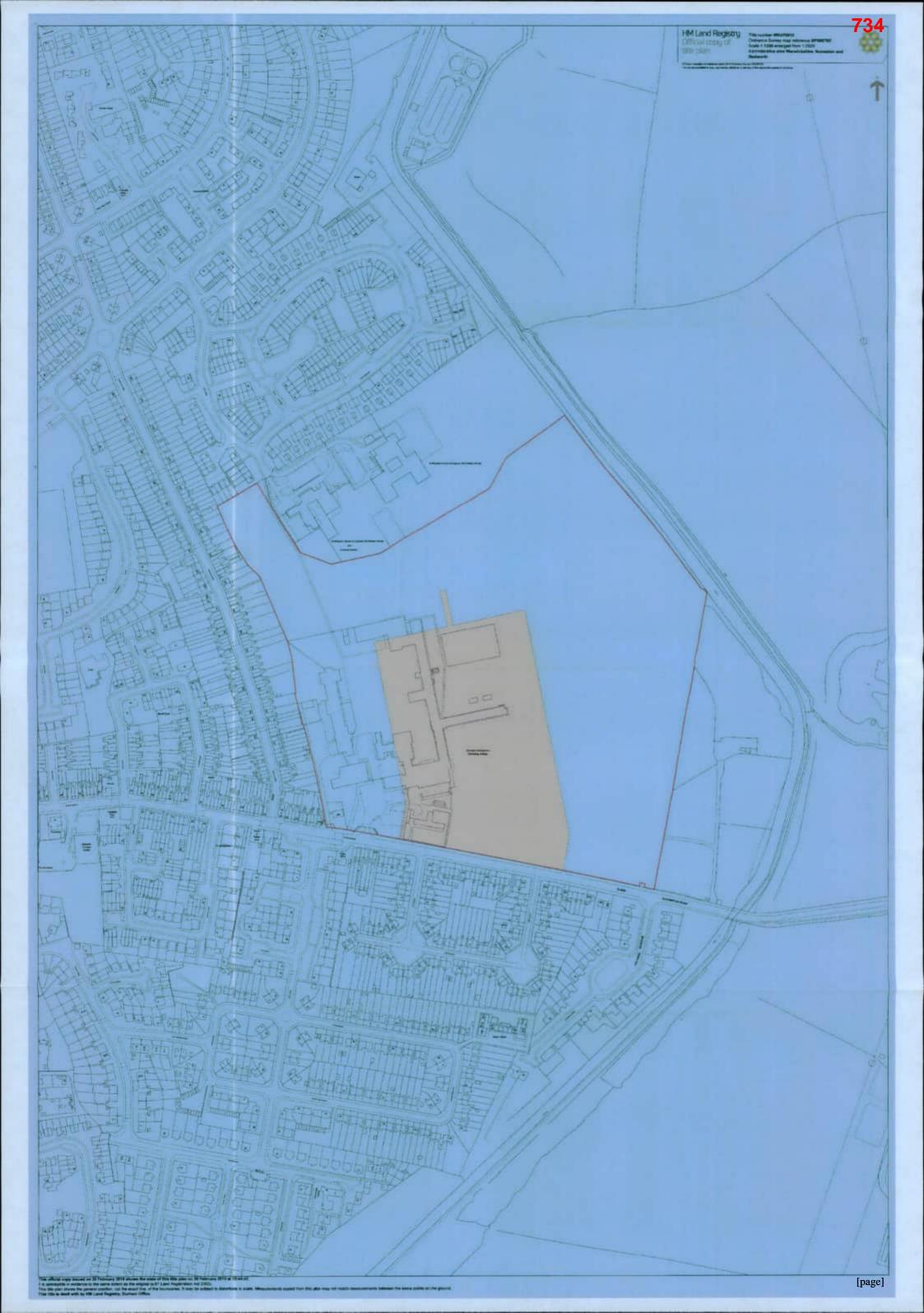
NOTE: Copy filed under WK424958.

(11.09.2013) The land is subject to the rights granted by a Deed dated 20 January 1964 made between (1) The Warwickshire County Council and (2) The North East Warwickshire Water Board. The said deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under WK424958.

- 3 (11.09.2013) A restrictive covenant protected by a Land Charge Class (D(ii)) dated 7 March 1966 reference number 29999 but neither the original deed creating the interest nor a certified copy or examined abstract thereof was produced on first registration.
- 4 (11.09.2013) A restrictive covenant protected by a Land Charge Class (D(ii)) dated 9 December 1968 reference number 203322 but neither the original deed creating the interest nor a certified copy or examined abstract thereof was produced on first registration.

# End of register





#### Title number WK424958

Edition date 14.07.2015

This official copy shows the entries on the register of title on 20 FEB 2019 at 12:40:53.

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 20 Feb 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- 1 (26.10.2005) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Nicholas Chamberlaine School, Bulkington Road, Bedworth (CV12 9EA).
- 2 (26.10.2005) The land has the benefit of the following rights reserved by a Conveyance of Hob Lane C of E First School and Henry Bellairs C of E Middle School dated 18 October 1978 made between (1) The Warwickshire County Council (council) and (2) The Governors Of The Nicholas Chamberlaines School Foundation Bedworth:-

Except and Reserving unto the Council (1) a right of way for all reasonable and proper purposes over and across the access roads and ways comprising part of the property hereby conveyed for the purpose of obtaining access to and egress from the land retained by the Council and shewn edged with green on the said plan (hereinafter referred to as "the retained land" from and to Hazel Grove aforesaid to enable the retained land to be used and enjoyed as the playing fields forming part of the Schools and (2) such rights of drainage and other easements in the nature of quasi-easements (if any) as are at present enjoyed by the retained land.

NOTE: The retained land referred to comprises the land in this title.

3 (08.07.2011) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

#### 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

(26.10.2005) PROPRIETOR: WARWICKSHIRE COUNTY COUNCIL care of County Solicitor And Assistant Chief Executive, Po Box 9,, Shire Hall, Warwick CV34 4RR and of DX723362, Warwick 5.

> [page] 1 of 3

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.

## B: Proprietorship Register continued

- 2 (26.10.2005) A Conveyance of the land tinted blue on the title plan and other land dated 7 December 1950 made between (1) The Trustees Of The Charity Of Sir Thomas White (trustees) and (2) The Warwickshire County Council (council) contains personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 3 (26.10.2005) A Deed of Exchange dated 16 February 1961 made between (1) The Warwickshire County Council (County Council) and (2) Bedworth UDC (District Council) contains personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

#### Schedule of personal covenants

The following are details of the personal covenants contained in the Conveyance dated 7 December 1950 referred to in the Proprietorship Register:-

"The Council for themselves and their successors in title hereby covenant with the Trustees that they the Council will not later than the fifth day of February One thousand nine hundred and fifty one erect and forever thereafter maintain to the reasonable satisfaction of the Trustees a good and substantial fence between the points marked "B"-"I" on the said plan and not later than the twenty ninth day of September One thousand nine hundred and fifty two erect and forever thereafter maintain to the reasonable satisfaction of the Trustees good and substantial fences between the points marked "A"-"I" and "C"-"D"-"E" on the said plan.

NOTE: The covenant as to fencing affects the south eastern boundary of the land tinted blue on the title plan.

2 The following are details of the personal covenants contained in the Deed dated 16 February 1961 referred to in the Proprietorship Register:-

"The County Council hereby covenant with the District Council that they the County Council will fence off the land secondly hereinbefore described from the adjoining land of the District Council to the reasonable satisfaction of the District Council. and the District Council hereby covenant with the County Council that they the District Council will fence off the land first hereinbefore described from the adjoining land of the County Council to the reasonable satisfaction of the County Council "

NOTE: The County Council's covenant as to fencing affects the most northerly of the north western boundaries of the land tinted yellow on the title plan and the District Council's covenant as to fencing affects the most northerly of the north western boundaries of the land tinted blue on the title plan.

#### C: Charges Register

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

(26.10.2005) A Conveyance of the land tinted pink on the title plan dated 8 September 1938 made between (1) The Trustees Of The Charity Of Sir Thomas White and (2) The Warwickshire County Council contains restrictive covenants.

-NOTE: Copy filed.

2 (26.10.2005) The land is subject to the rights granted by a Deed dated 20 January 1964 made between (1) The Warwickshire County Council and (2) The North East Warwickshire Water Board. The said deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

3 (26.10.2005) A restrictive covenant protected by a Land Charge Class (D(ii)) dated 7 March 1966 reference number 29999 but neither the original deed creating the interest nor a certified copy or examined

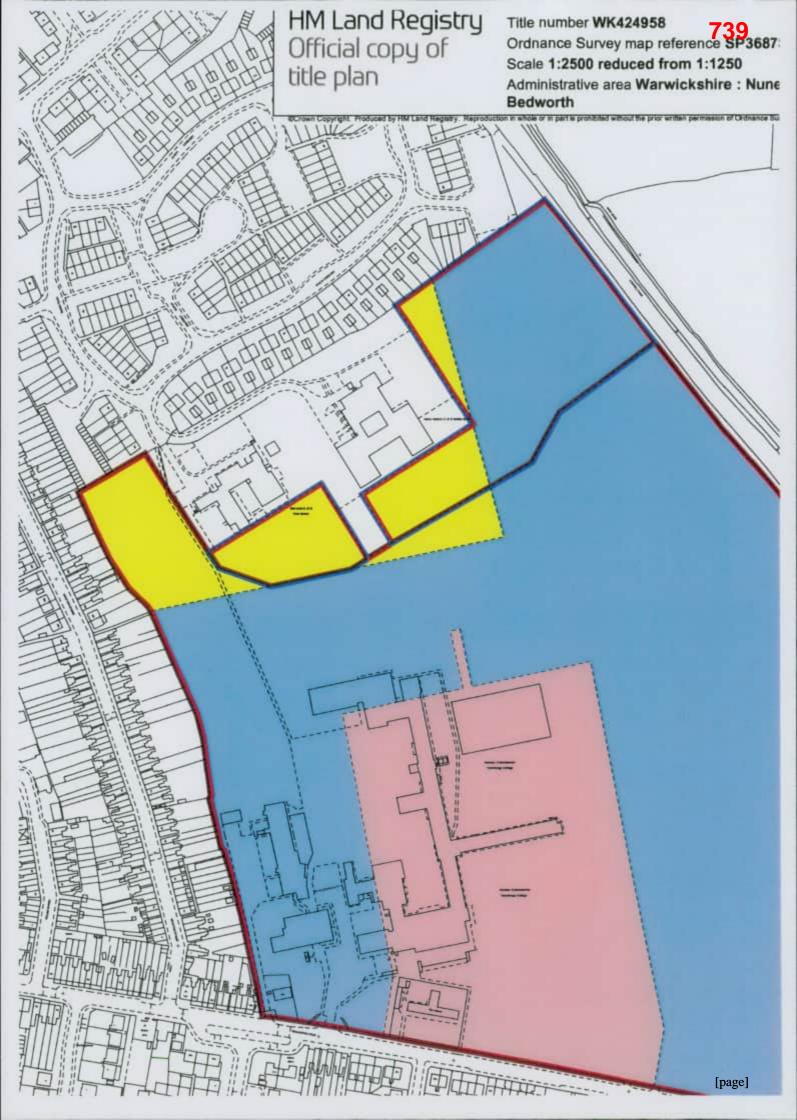
## C: Charges Register continued

abstract thereof was produced on first registration.

- 4 (26.10.2005) A restrictive covenant protected by a Land Charge Class (D(ii)) dated 9 December 1968 reference number 203322 but neither the original deed creating the interest nor a certified copy or examined abstract thereof was produced on first registration.
- 5 (11.09.2013) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto. The leases grant and reserve easements as therein mentioned.

#### Schedule of notices of leases

1	11.09.2013 Edged brown	Nicholas Chamberlaine School	02.09.2013 125 years from and including 1.9.2013	WK470015
2	14.07.2015 Edged blue	Land associated with St Michael's C of E Primary School	01.07.2015 125 years from and including 1.7.2015	WK479190





#### Title number WK463626

Edition date 24.04.2015

This official copy shows the entries on the register of title on 20 FEB 2019 at 12:46:00.

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 20 Feb 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- 1 (29.02.2012) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Ash Green Sports & Arts College, Ash Green Lane, Coventry (CV7 9AH).
- 2 (29.02.2012) The mines and minerals together with ancillary powers of working are excepted.
- 3 (28.03.2012) A Conveyance of the land tinted yellow on the title plan dated 30 May 1919 made between (1) Cuthbert Wilkinson (Vendor) and (2) The Warwickshire County Council contains a provision as to light or air.

¬NOTE: Copy filed.

4 (28.03.2012) A Conveyance of the land tinted blue on the title plan dated 31 January 1936 made between Cuthbert Wilkinson and The Warwickshire County Council (Vendors) contains a provision as to light or air.

-NOTE: Copy filed.

- 5 (28.03.2012) The land tinted pink on the title plan has the benefit of the rights granted by the Conveyance dated 8 October 1955 referred to in the Charges Register.
- 6 (28.03.2012) The Conveyance dated 8 October 1955 referred to in the Charges Register contains a provision as to light or air.

## 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 (29.02.2012) PROPRIETOR: CREATIVE EDUCATION TRUST (Co. Regn. No. 07617529) care of Mazars LLP, 45 Church Street, Birmingham B3 2RT.

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.

#### B: Proprietorship Register continued

- 2 (29.02.2012) The value as at 29 February 2012 was stated to be over £1,000,000.
- 3 (29.02.2012) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London, SWIP 3BT.
- 4 (24.04.2015) The proprietor's address for service has been changed.

## C: Charges Register

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

1 (29.02.2012) A Conveyance of the land tinted pink on the title plan dated 8 October 1955 made between (1) E.K. Youell and Son Limited (Vendor) and (2) The Warwickshire County Council contains restrictive covenants.

-NOTE: Copy filed.

- 2 (29.02.2012) The lease of the land edged blue on the title plan dated 6 November 2008 made between (1) The Governing Body of Ash Green School and Arts College (Lessor) and (2) Central Networks East Plc (Lessee) referred to in the schedule of leases hereto contains restrictive covenants by the landlord.
- 3 (29.02.2012) The parts of the land affected thereby are subject to the rights granted by a Lease of the land edged blue on the title plan dated 6 November 2008 referred to in the schedule of leases hereto.

-NOTE: Copy lease filed under WK446381 .

4 (29.02.2012) Option to purchase in favour of The Secretary of State for Education contained in an Agreement dated 30 December 2011 made between (1) The Secretary of State for Education and (2) Creative Education Academies Trust upon the terms therein mentioned.

-NOTE:-Copy filed.

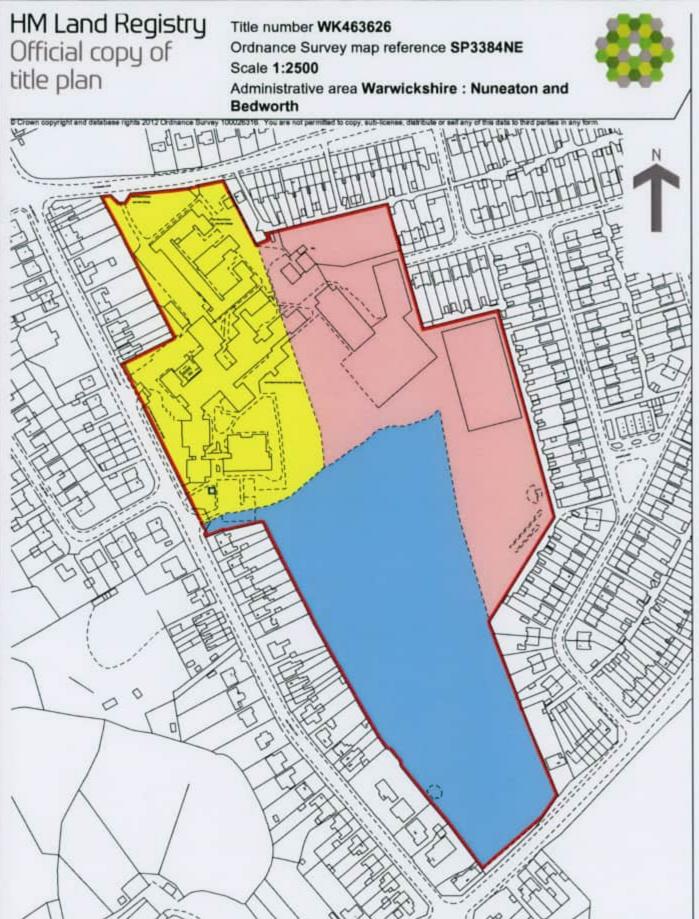
5 (29.02.2012) The land is subject to the lease set out in the schedule of leases hereto.

#### Schedule of notices of leases

1 19.11.2008 Electricity Sub Station edged blue

06.11.2008 WK446381 21 years from 6 November 2008

NOTE: See entry in the Charges Register relating to landlords restrictive covenants.





#### Title number WK424335

Edition date 27.09.2005

This official copy shows the entries on the register of title on 20 FEB 2019 at 12:52:35.

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 20 Feb 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

1 (27.09.2005) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Goodyers End County First School, Bowling Green Lane, Bedworth (CV12 OHP).

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

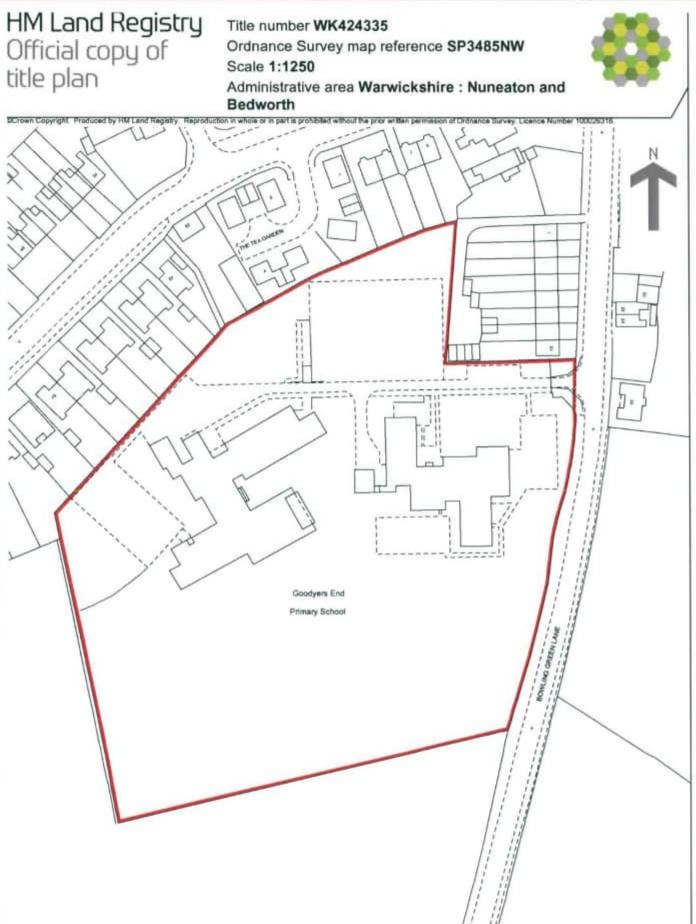
#### Title absolute

1 (27.09.2005) PROPRIETOR: WARWICKSHIRE COUNTY COUNCIL care of County Solicitor & Assistant Chief Executive, PO Box 9, Shire Hall, Warwick CV34 4RR and of DX723362, Warwick 5.

#### C: Charges Register

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

- (27.09.2005) A restrictive covenant protected by a Land Charge Class (D(ii)) dated 22 November 1965 reference number 161286 but neither the original deed creating the interest nor a certified copy or examined abstract thereof was produced on first registration.
- (27.09.2005) A restrictive covenant protected by a Land Charge Class (D(ii)) dated 9 December 1968 reference number 203322 but neither the original deed creating the interest nor a certified copy or examined abstact thereof was produced on first registration.





#### Title number WK79471

Edition date 18.05.1992

This official copy shows the entries on the register of title on 20 FEB 2019 at 12:55:18.

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 20 Feb 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- 1 (08.02.1968) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the West side of Weston Lane, Bulkington, Bedworth.
- There are excluded from this registration the mines and minerals excepted by the Conveyance dated 4 February 1888 referred to in the Charges Register in the following terms and the land is also subject to the following ancillary powers of working:-

SAVE AND EXCEPT AND ALWAYS RESERVED out of abstracting conveyance all and every the several mines seams veins and beds of coal and balls and bands of ironstone with the subsoil and subterrary whatsoever lying and being in and under the said pieces of land hereby appointed and conveyed and all other (if any) the mines minerals strata subsoil and subterrary whatsoever lying and being under the said pieces of land below a depth from the present surface of 50 feet in a vertical direction and also except and always reserving unto the said Mary Paulina De Bary her appointees and assigns or other the person or persons for the time being entitled to the said coal ironstone mines and minerals respectively full power in a reasonable and proper manner to win work get and dispose of all mines and minerals under the said pieces of land thereby appointed and granted by any subterranean operations below a depth of 50 feet from the surface of 50 feet for the working of any other mines and minerals lying under any lands continguous adjacent or near to the said pieces of land thereby appointed and granted

3 The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

#### 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

## B: Proprietorship Register continued

- 1 (08.02.1968) Proprietor(s): THE WARWICKSHIRE COUNTY COUNCIL of Shire Hall, Warwick.
- 2 (08.02.1968) RESTRICTION:-Except under an order of the Registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Local Government Act 1933 or some other Act or authority.

## C: Charges Register

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

A Conveyance of the land tinted pink on the filed plan and other land dated 4 February 1888 made between (1) Mary Paulina De Bary and (2) The Very Reverend Eugene Augustin Paulin Boniface The Reverend Louis Nicolas Daras and The Reverend Dominic Joseph Chesne (said Grantees) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

#### Schedule of restrictive covenants

The following are details of the covenants contained in the Conveyance dated 4 February 1888 referred to in the Charges Register:-

The said Grantees do hereby jointly and severally covenant with the said Mary Paulina De Bary that when she will have erected on the east sides of the pieces of land secondly and thirdly hereinbefore described and on the south side of the piece of land thirdly described in the position shown by dotted line on the said plan good and sufficient fences (and which fences it is agreed between the said parties hereto shall be forthwith erected by her) they the said Grantees their heirs and assigns will for ever after maintain such fences in good and tenantable repair and further that they the said Grantees their heirs and assigns will at all times hereafter unless prevented by fire or other unavoidable accident keep the said Church fit for use as a place for divine Worship and the celebration of the rites services and ceremonies of the Roman Catholic Church and will at all reasonable times during the day permit the entrance thereto of the said Mary Paulina De Bary appointees heirs and assigns so long as they shall profess the Roman Catholic Religion for the purpose of divine Worship so far as is usual and consistent with the regulations customs and rites of the Roman Catholic Church but this covenant shall not prevent the said Grantees their heirs and assigns from charging and receiving bench or pew rents from the appointees heirs and assigns of the said Mary Paulina De Bary and other persons aforesaid and applying such bench or pew rents and the offertory monies according to the practice of the Roman Catholic Church for the benefit and support of the Grantees and of the persons for the time being serving the said Church as being in the nature of voluntary subscriptions

NOTE 1:-The land in this title falls partly and wholly within the land secondly and thirdly described respectively.

NOTE 2:-The dotted line referred to is the part of the southern boundary lying between points A and B on the filed plan.

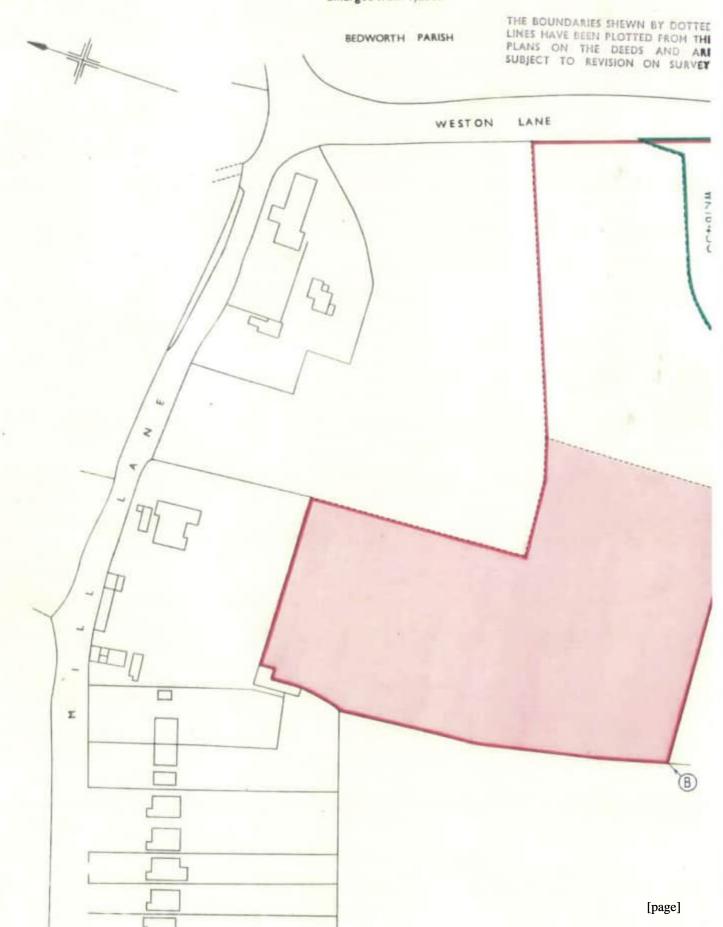
## H. M. LAND REGISTRY

NATIONAL GRID PLAN

SP 3887

WARWICKSHIRE

Scale 1/1250 Enlarged from 1/2500





#### Title number WK225063

Edition date 31.03.2011

This official copy shows the entries on the register of title on 20 FEB 2019 at 12:58:28.

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 20 Feb 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- 1 (21.01.1965) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land and buildings on the South side of Derwent Road, Bedworth.
- 2 The mines and minerals are excepted.
- 3 The land has the benefit of the following rights granted by the Transfer dated 15 August 1966 referred to in the Charges Register:-

"TOGETHER WITH (a) Full right and liberty for the registered proprietors from time to time of the said land and his her or their tenants servants and licensees (in common with all other persons having from time to time the right to use the roads hereinafter mentioned) at all times hereinafter and for all purposes of access to or egress from the said land to go pass and repass with or without motor cars and other vehicles along over and upon the roads abutting upon the said land.

- (b) Full right to connect to and use for the passage and conveyance of surface water and soil from the said land the main surface water and foul sewers constructed by the Company under the said roads abutting upon the said land."
- 4 The Transfer dated 15 August 1966 referred to above contains the following provision:-

"The Council and the persons deriving title under it shall not by implication prescription or otherwise become entitled to any right or air which would restrict or interfere with the free use of the adjoining or neighbouring land of the Company 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 (17.12.1973) PROPRIETOR: THE OFFICIAL CUSTODIAN FOR CHARITIES on behalf of The Governors of Nicholas Chamberlaine's School Foundation of Bedworth, Nuneaton, Warks.
- 2 (17.12.1973) RESTRICTION: No disposition or other dealing by the proprietor of the land is to be registered without the consent of the Charity Commissioners or an order of the registrar.

## C: Charges Register

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

1 A Transfer of the land in this title and other land dated 15 August 1966 made between (1) George Wimpey & Co. Limited (Company) and (2) The Warwickshire County Council (Council) contains the following covenants:-

"The Council to the intent and so that this covenant shall be binding on the said land into whosever hands the same may come doth hereby for itself and its successors in title covenant with the Company and its successors in title that the Council and its successors in title will at all times hereafter observe and perform the covenants restrictions and stipulations set forth in the Schedule hereto

#### THE SCHEDULE

- 1. The Council shall not do or permit or suffer anything to be done in or upon the said land or in or upon any buildings erected thereon which may be or become a nuisance or annoyance to the owners or occupiers of adjoining or neighbouring dwellinghouses on the Company's housing estate."
- The land is subject to rights to lay maintain and use a nine inch water main on the approximate position indicated by a broken blue line on the filed plan so far as it affects the land in this title and rights ancillary thereto.
- 3 The land is subject to rights of drainage.
- The land tinted pink on the filed plan is subject to the following right reserved by a Transfer thereof dated 14 March 1973 made between (1) Warwickshire County Council (Transferor) and (2) The Governors of Nicholas Chamberlaine's School Foundation:-

"EXCEPT AND RESERVING unto the Transferor such right of way at all times and for all purposes with or without vehicles over the land hereby transferred as may be necessary to enable the Transferor to obtain access and egress from the land remaining in the Transferor's ownership and edged green upon the said plan."

NOTE: The land edged green referred to adjoins to the south.

**751** 

TITLE NUMBER

WK 225063

H.M. LAND REGISTRY

ORDNANCE SURVEY

COUNTY

SHEET

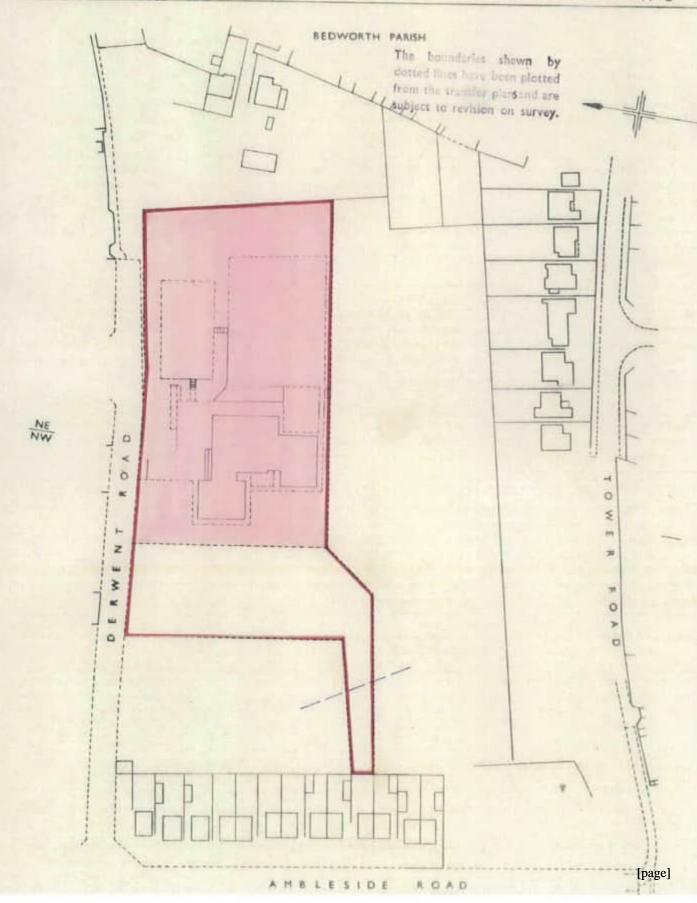
NATIONAL GRID

SP 3586

SECTION

Scale: 1/1250

Crown copyright I'





#### Title number WK33092

Edition date 01.06.1992

This official copy shows the entries on the register of title on 20 FEB 2019 at 13:00:02.

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 20 Feb 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- 1 (20.05.1966) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the East of Coventry Road, Bedworth.
- There are excluded from this registration the mines and minerals and ancillary rights excepted and reserved by a Conveyance of the land in this title and other land dated 9 April 1930 and made between (1) Frederick Shorthouse Bowen and Harold Wilks (Vendors) and (2) Arthur Hanson and William Stafford (Purchasers) of which the following are particulars:-

THE premises thereinbefore described and conveyed were so conveyed subject so far as thereby respectively affected as follows:-

- (a) As to the parts thereby conveyed of enclosures Nos. 43, 49 and the southern portion of No. 50 and the whole of No. 51 to the exception and reservation of all the mines of coal irsonstone and or mineral substances (except limestone) then being and remaining in and under the same with powers of working getting and carrying away the same by underground workings only and without entering upon or disturbing or interfering with the surface of the said land or any part thereof for any purpose whatsoever and without incurring any liability for any damage whether by subsidence or otherwise that might be done to the surface of the said land such workings however to be done in an ordinary fair and proper manner according to the custom of mining in the said County of Warwick.
- (b) As to enclosures Nos. 52 and 78 and the northern portion of enclosure No. 50 to the exception and reservation of the mines and minerals excepted and reserved out of the Conveyances made by the 1st Conveyance and the 2nd Conveyance to Swain wilson and subject to the rights powers and privileges by the said 1st and 2nd Conveyances reserved to the owners of such mines and minerals.
- (c) As to the part thereby conveyed of enclosure No. 79 to the exception and reservation of the mines and minerals excepted and reserved out of the Conveyance made by the 3rd Conveyance to Arthur Startin and Thomas Swinnerton and subject to the rights powers and privileges by the 3rd Conveyance reserved to the owners of such mines

## A: Property Register continued

and minerals.

NOTE: - The land in this title falls partly within lots 50,79 and 78.

3 The Conveyance dated 31 December 1964 referred to in the Charges Register contains the following provision:-

IT WAS THEREBY AGREED AND DECLARED between the parties thereto that the Purchasers houdl not be entitled to any right of light or air or other easement which would detract from or interfere with the free use of the ajdoining or neighbouring land of the Vendor for building or other purposes.

- 4 The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- The land has the benefit of and is subject to the rights granted by a Deed dated 14 May 1970 made between (1) The Warwickshire County Council (2) A.G. Gale and Company Limited and W.J. Moore (Builders) Limited and (3) R.M. Wilson (Builders) Limited.

-NOTE:-Copy in Certificate.

- 6 The land edged and lettered A in red on the filed plan added to the title on 9 October 1972.
- 7 As to the land edged and lettered A in red on the filed plan the mines and minerals are excepted.
- 8 The land edged and lettered A in red on the filed plan is included in the Conveyance dated 31 December 1964 referred to above.

## 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 (20.05.1966) Proprietor(s): THE WARWICKSHIRE COUNTY COUNCIL of Shire Hall, Warwick.
- 2 (20.05.1966) RESTRICTION:-Except under an Order of the Registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Local Government Act 1933 or some other Act or authority.

#### C: Charges Register

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

A Conveyance of the land in this title and other land dated 31 December 1964 made between (1) John Bass (Vendor) and (2) A.G. Gale & Co. Limited and W.J. Moore (Builders) Limited (Purchasers) contains the following covenants:-

THE Purchasers for themselves and their successors in title and to the intent that the covenant should bind the land thereby conveyed and the owner or owners thereof for the time being and should enure for the benefit and protection of the remaining land of the Vendor adjoining or adjacent to the land thereby conveyed jointly and severally covenanted with the Vendor to observe and perform the covenants restrictions and stipulations contained in the 1st Schedule thereto.

THE FIRST SCHEDULE thereinbefore referred to

 Forthwith to erect and forever thereafter to maintain a good and substantial stock proof fence 5 feet in height along the sides of the land thereby conveyed where marked "T" within the boundary lines.

## C: Charges Register continued

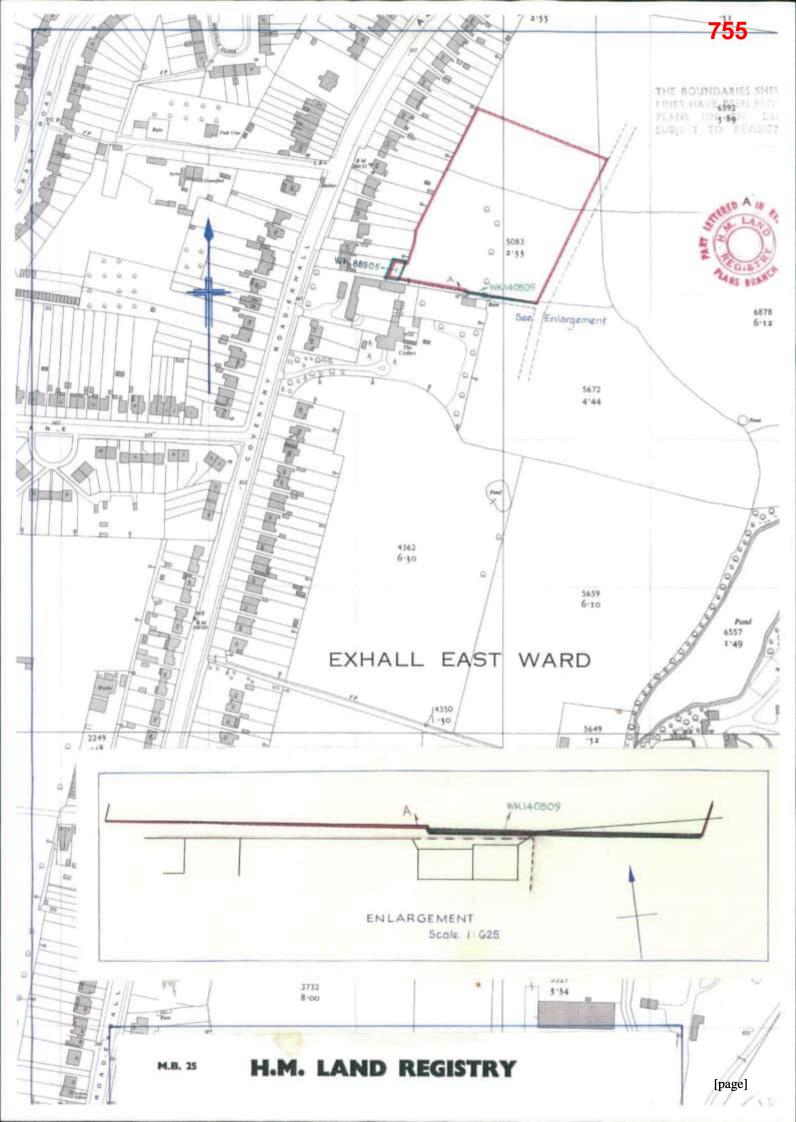
Not to carry on or permit to be carried on upon the land thereby conveyed or in any building to be erected thereon any noisy noxious or offensive trade manufacture or business.

NOTE: - No "T" marks affect the land in this title.

The land is subject to the following rights reserved by a Conveyance of the land in this title dated 29 April 1966 made between (1) A.G. Gale & Co. Limited and W.J. Moore (Builders) Limited (Vendors) (2) John Bass (Mortgagee) and (3) The Warwickshire County Council (Council):-

"EXCEPT AND RESERVED out of the land hereby conveyed unto John Bass and his successors in title in fee simple as incident to his ownership or occupation of adjoining property situate on the west side of the land hereby conveyed the right to connect up with and use all surface water drains channels sewers and other services now laid or within 21 years from the date hereof to be laid in or over the land hereby conveyed or any part thereof AND ALSO the free passage and running of water and soil to and from all other parts of the said ajdoining land belonging to the said John Bass or his successors in title with power at any time upon giving reasonable notice to enter upon the land hereby conveyed to connect with lay repair cleanse and maintain any such surface water drains channels sewers and other services the person or persons entering the said land making good all damage occasioned thereby."

3 The land edged and lettered A in red on the filed plan is included in the Conveyance dated 31 Decmeber 1964 referred to above.





#### Title number WK427632

Edition date 10.03.2015

This official copy shows the entries on the register of title on 20 FEB 2019 at 13:01:43.

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 20 Feb 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- 1 (08.03.2006) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Keresley Newland School, Grove Lane, Keresley End, Coventry (CV7 8JZ).
- 2 (08.03.2006) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 (08.03.2006) The land tinted blue on the title plan has the benefit of the rights granted by a Conveyance thereof dated 20 May 1925 made between (1) Sir Christopher Robert Lighton (2) The Warwickshire Coal Company Limited and (3) The Warwickshire County Council.

-NOTE: Copy filed.

4 (08.03.2006) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of land lying to the north west of the land in this title dated 19 May 1987 made between (1) The Warwickshire County Council (Vendor) and (3) Elizabethan Holdings Limited (Purchaser):-

"TOGETHER WITH the rights referred to in the First Schedule hereto.

THE FIRST SCHEDULE before referred to

Rights to be granted to the Purchaser

1 (a) The right with workmen and others upon reasonable notice being given to enter upon the adjacent land of the Vendor being part of the site of the Keresley Newland Middle School and the Keresley Newland First School to construct and complete to the standard required by the local authority for adoption purposes a foul sewer being 225 mm in diameter in the approximate position shown by a dotted red line on the said plan TOGETHER with a temporary right to use a working width as shown on the said plan being bounded by points A B C D H G F and E for mainlaying operations the Purchaser or its successors in title erecting a temporary three foot high chestnut pale fence on stout wooden posts between the said points marked A B C D and E F G H to be peeled back to facilitate access at all times to the said adjacent land of the Vendor

## A: Property Register continued

causing as little inconvenience as possible to the Vendor and its licensees making good all damage caused by the exercise of the right hereby granted and indemnifying the Vendor against claims demands proceedings damage losses costs charges and expenses suffered as a result of the exercise of such right.

- (b) The right until such time as the same shall be adopted to the free passage and running of water and soil through the said foul sewer the Purchaser or its successors in title making good all damage caused by the exercise of such right.
- (c) The right until such time as the same shall be adopted on reasonable notice being given to the Vendor to enter Upon the said adjacent land of the Vendor as mentioned in sub-clause (a) above for the purpose of replacing repairing maintaining and inspecting the said foul sewer the Purchaser or its successors in title making good all damage caused by the exercise of such right and indemnifying the Vendor as provided in sub-clause (a) hereof."

Subject to the Exceptions and Reservations contained in the Second Schedule hereto for the benefit of the adjacent land of the Vendor known as the Keresley Newlands First School and the Keresley Newlands Middle School.

THE SECOND SCHEDULE before referred to

Exceptions and Reservations reserved to the Vendor

- (a) The right at any time to connect with and use the said foul water sewer to be laid by the Purchaser pursuant to paragraph (i) of the Third Schedule hereto at such point or points as the Vendor or its successors in title shall require the person exercising such right causing as little inconvenience and damage as possible and making good all damage thereby occasioned.
- (b) The right to pass water and soil through the said foul water sewer pursuant to the right reserved by paragraph (a) of this schedule."

-NOTE: - Copy plan to Conveyance 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 (08.03.2006) PROPRIETOR: WARWICKSHIRE COUNTY COUNCIL care of County Solicitor And Assistant Chief Executive, PO Box 9 Shire Hall, Warwick CV34 4RR and of DX723362, Warwick 5.
- 2 (08.03.2006) A Conveyance of the land tinted pink on the title plan dated 31 May 1954 made between (1) The National Coal Board (the Board) and (2) The Warwickshire County Council (the Council) contains purchaser's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

#### Schedule of personal covenants

The following are details of the personal covenants contained in the Conveyance dated 31 May 1954 referred to in the Proprietorship Register:-

"THE Council hereby covenant with the Board that they the Council will maintain in repair to the satisfaction of the Board the existing fences on the northern southern and eastern boundaries of the plot of land hereby conveyed."

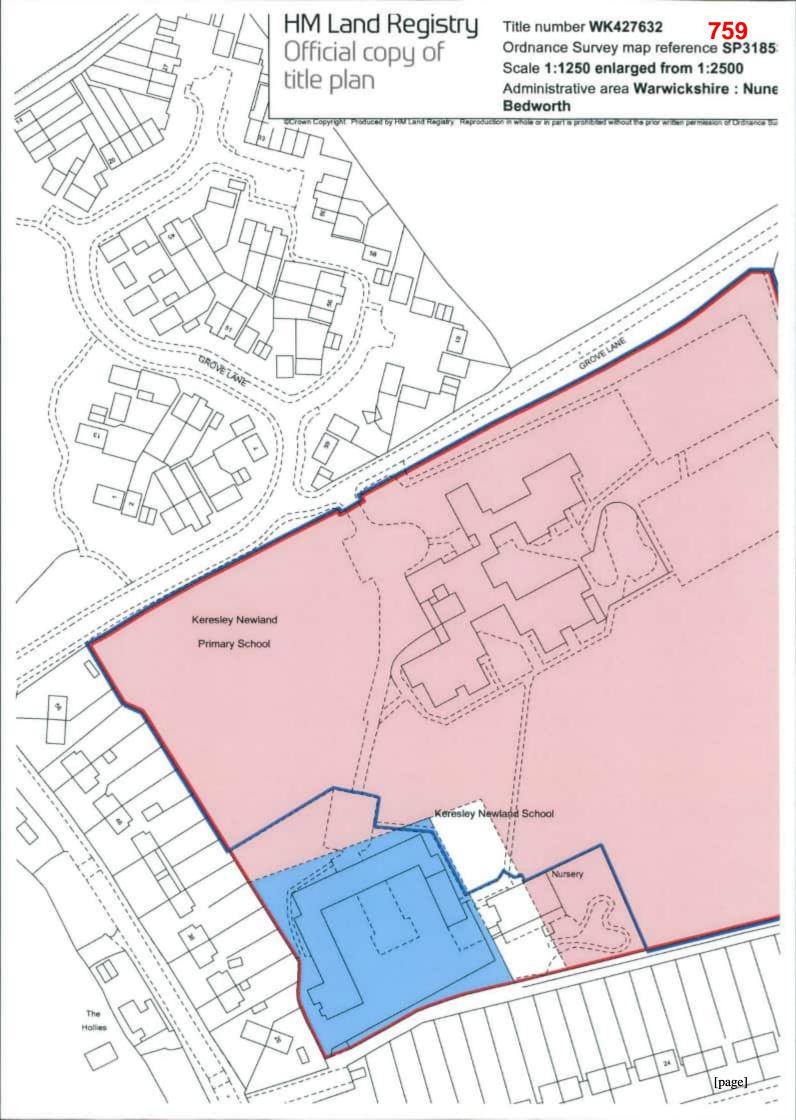
## C: Charges Register

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

- 1 (10.03.2015) The land is subject to the lease set out in the schedule of leases hereto.
- 2 (10.03.2015) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto. The leases grant and reserve easements as therein mentioned.

#### Schedule of notices of leases

1 10.03.2015 Keresley Newland Primary 27.02.2015 WK477207 Edged blue Academy 125 from and including 1.3.2015





#### Title number WK477207

Edition date 06.12.2018

This official copy shows the entries on the register of title on 20 FEB 2019 at 13:03:32.

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 20 Feb 2019.

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. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- (10.03.2015) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Keresley Newland Primary Academy, Grove Lane, Keresley, Coventry (CV7 8JZ).
- 2 (10.03.2015) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 (10.03.2015) The title includes the legal easements granted in schedule 2 paragraphs 1,3, 4 and 5 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.
  - NOTE: The rights granted in schedule 2 paragraph 2 are excluded from this registration.
- 4 (10.03.2015) The land tinted blue on the title plan has the benefit of the rights granted by a Conveyance thereof dated 20 May 1925 made between (1) Sir Christopher Robert Lighton (2) The Warwickshire Coal Company Limited and (3) The Warwickshire County Council.

-NOTE: Copy filed under WK427632.

5 (10.03.2015) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of land lying to the north west of the land in this title dated 19 May 1987 made between (1) The Warwickshire County Council (Vendor) and (3) Elizabethan Holdings Limited (Purchaser):-

"TOGETHER WITH the rights referred to in the First Schedule hereto.

THE FIRST SCHEDULE before referred to

Rights to be granted to the Purchaser

#### A: Property Register continued

- 1 (a) The right with workmen and others upon reasonable notice being given to enter upon the adjacent land of the Vendor being part of the site of the Keresley Newland Middle School and the Keresley Newland First School to construct and complete to the standard required by the local authority for adoption purposes a foul sewer being 225 mm in diameter in the approximate position shown by a dotted red line on the said plan TOGETHER with a temporary right to use a working width as shown on the said plan being bounded by points A B C D H G F and E for mainlaying operations the Purchaser or its successors in title erecting a temporary three foot high chestnut pale fence on stout wooden posts between the said points marked A B C D and E F G H to be peeled back to facilitate access at all times to the said adjacent land of the Vendor causing as little inconvenience as possible to the Vendor and its licensees making good all damage caused by the exercise of the right hereby granted and indemnifying the Vendor against claims demands proceedings damage losses costs charges and expenses suffered as a result of the exercise of such right.
- (b) The right until such time as the same shall be adopted to the free passage and running of water and soil through the said foul sewer the Purchaser or its successors in title making good all damage caused by the exercise of such right.
- (c) The right until such time as the same shall be adopted on reasonable notice being given to the Vendor to enter Upon the said adjacent land of the Vendor as mentioned in sub-clause (a) above for the purpose of replacing repairing maintaining and inspecting the said foul sewer the Purchaser or its successors in title making good all damage caused by the exercise of such right and indemnifying the Vendor as provided in sub-clause (a) hereof."

Subject to the Exceptions and Reservations contained in the Second Schedule hereto for the benefit of the adjacent land of the Vendor known as the Keresley Newlands First School and the Keresley Newlands Middle School.

THE SECOND SCHEDULE before referred to

Exceptions and Reservations reserved to the Vendor

- (a) The right at any time to connect with and use the said foul water sewer to be laid by the Purchaser pursuant to paragraph (i) of the Third Schedule hereto at such point or points as the Vendor or its successors in title shall require the person exercising such right causing as little inconvenience and damage as possible and making good all damage thereby occasioned.
- (b) The right to pass water and soil through the said foul water sewer pursuant to the right reserved by paragraph (a) of this schedule.

-NOTE: - Copy plan to Conveyance filed under WK427632.

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(10.03.2015) Short particulars of the lease(s) (or under-lease(s))
under which the land is held:
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: 27 February 2015 Date

: 125 years form and including 1 March 2015 : (1) The Warwickshire County Council

Parties

(2) Net Academies Trust

- (10.03.2015) The Lease prohibits or restricts alienation.
- (10.03.2015) The landlord's title is registered.

## 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

## B: Proprietorship Register continued

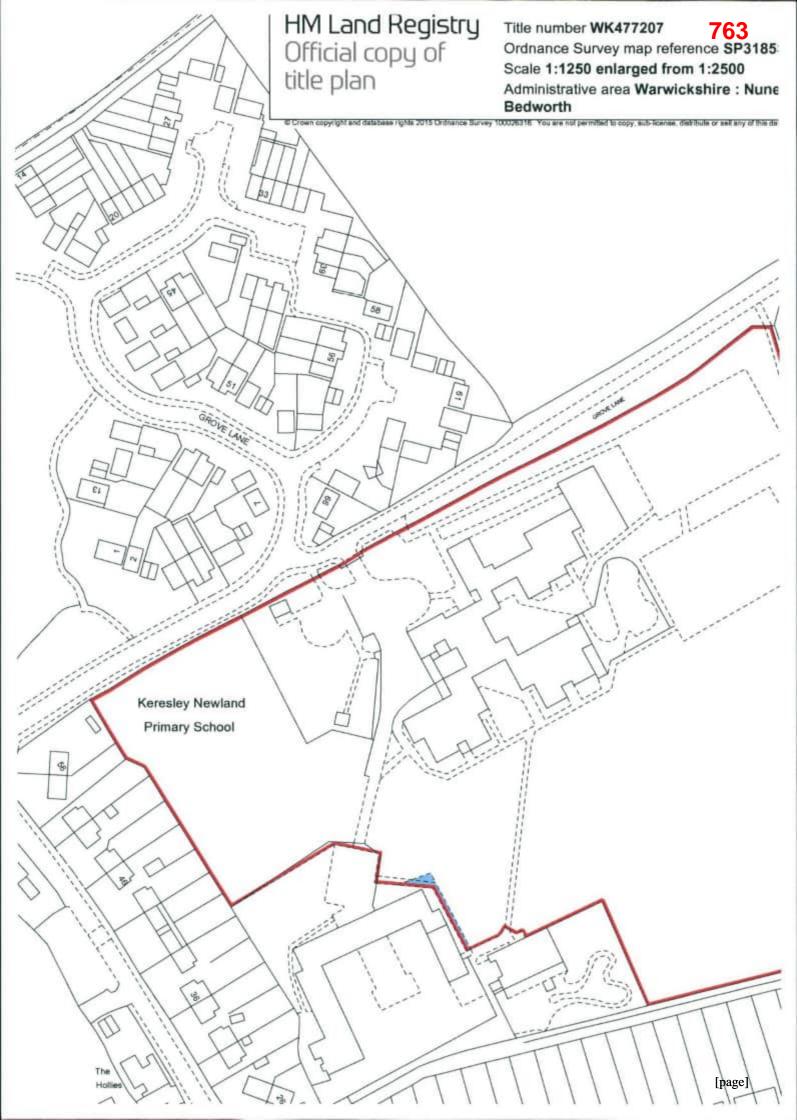
- 1 (06.12.2018) PROPRIETOR: THE FUTURES TRUST (Co. Regn. No. 08678162) of Rookery Lane, Coventry CV6 4GL.
- 2 (10.03.2015) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London, SWIP 3BT.

## C: Charges Register

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

(10.03.2015) Option to purchase in favour of Secretary of State contained in an agreement dated July 2014 and executed 26 February 2015 made between The Secretary of State for Education and NET Acadamies Trust upon the terms therein mentioned.

-NOTE:-Copy filed.





#### Title number WK27604

Edition date 16.10.2012

This official copy shows the entries on the register of title on 21 FEB 2019 at 16:02:39.

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 Feb 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land lying to the South of Smorral Lane, Goodyer's End, Bedworth.
- There are excluded from this registration the mines and minerals excepted by a Conveyance of the land in this title and other land dated 15 March 1919 made between (1) The Phoenix Assurance Company Limited (2) Sir Francis Alexander Newdigate Newdegate (Vendor) (3) Charles Augustus Phillimore (4) Edward Loach and (5) Edward Loach and Frank Arthur Loach in the following terms and the land is also subject to the following ancillary powers of working:-

EXCEPT AND RESERVED in fee simple out of this Conveyance to the Vendor and the persons deriving title under him First all the mines minerals and mineral substances in or under the hereditaments thereinbefore described with all the powers of working the same and other powers then exercisable under and all the powers conferred by the said Mining Lease of the 31st March 1904 and (by way of further reservation)

TOGETHER with full power (subject to the proviso thereinafter appearing) for the Vendor and the persons deriving title under him to such mines minerals and mineral substances to work and get the same by underground workings and without any obligation to leave any subjacent or lateral support for the surface or any buildings for the time being thereon and notwithstanding any provisions relating to the surface or buildings thereon contained in the said Mining Lease and for the purpose of such working from time to time or at any time to do all acts and things necessary or proper for working and getting such mines minerals and mineral substances

PROVIDED nevertheless that nothing thereon contained should confer on the Vendor any right to enter on the surface

AND SECONDLY the full benefit of the said Mining Lease and of the rents and royalties thereby reserved and the reversion expectant thereon

NOTE: The said Lease dated 31 March 1904 was made between (1) Sir Francis Alexander Newdigate Newdegate and (2) The Newdigate Colliery Company Limited but no copy was supplied on first registration.

#### Title number WK27604

#### A: Property Register continued

3 The land tinted yellow on the title plan has the benefit of the following rights granted by the Conveyance dated 18 November 1965 referred to in the Charges Register:-

#### "TOGETHER WITH

- (1) a right of way for all purposes over the site of the estate road leading from Smorral Lane aforesaid to the southern boundary of the piece of land hereby conveyed and
- (2) a right to lay maintain and use for the benefit of the land hereby conveyed and any buildings erected thereon a six inch surface water drain in the said estate road in the approximate position shown by a broken blue line upon the said plan and to connect the same to the Board's surface water darin at present in the said estate road and a six inch foul water drain in the said estate road and the Board's adjoining land the approximate position shown by a broken red line upon the said plan and to connect the same to the Board's foul water drain at present in the Board's said adjoining land."

NOTE: The six inch surface water drain shown by a blue broken line and the six inch foul water drain shown by a red broken line on the Conveyance plan are shown by a yellow broken line and a red broken line respectively on the filed plan.

- 4 There are excluded from this registration of the land tinted yellow on the title plan the mines and minerals excepted by the Conveyance dated 18 November 1965 referred to in the Charges Register in the following terms:-
  - "EXCEPT AND RESERVING to the Board out of this Conveyance all interests of the Board in any mines beds and seams of Coal and other minerals in or under the said land with all necessary rights powers and easements for searching for winning working getting and carrying away by underground operations only the said coal and other minerals and any other coal or other minerals in which the Board have any interest including the right to drive occupy and use roadways and other works in the strata under and adjacent to the said land and the right to let down the surface of the said land and any building structure or works now or hereafter erected constructed or placed on or in the said land without any liability (except as provided by the Coal-Mining (Subsidence) Act 1957) to make good or pay compensation for any damage or loss whatsoever caused directly or indirectly by any mining or other operations in or under or adjacent to the said land carried out by the Board or by any other person whether before or on or after the date of these presents."
- 5 There are excluded from the registration of the land tinted blue on the title plan the mines, minerals and ancillary rights excepted and reserved by the Conveyance dated 13 June 1967 referred to in the Charges Register in identical terms to those set out above.
- 6 The Conveyance dated 13 June 1967 referred to above contains the following provision:-
  - "The Board and others their successors in title the owners and occupiers of the property adjoining the land hereby conveyed on the north south and west boundaries shall have the right at any time or times hereafter to obstruct the access of light and air to any building or other structure for the time being standing upon the land hereby conveyed by erecting or altering any building or other structure on such adjoining property and the Council and their successors in title shall enjoy as against the Board and their successors in title the owners and occupiers of the said adjoining property any light and air coming to the land hereby conveyed over the said adjoining property by the consent and at the will of the Board and their said successors and not so as to acquire any right thereto either at common law or under statute."
- The land has the benefit of the following rights reserved by a Transfer of the freehold estate in 9-19 (odd) and 12-18 (even) Pembroke Close dated 18 December 1998 made between (1) The Warwickshire County Council (Transferor) and (2) Sterling Housing Association Limited (Transferee):-

#### A: Property Register continued

"Excepting and reserving unto the Transferor for the benefit of the Retained Land and each and every part thereof:

- (a) A right at any time within the Perpetuity Period (which for the purposes of this Deed shall be 80 years) to use and connect with (together with all necessary rights of access) any foul or surface water drains which are now or which may within the Perpetuity Period be laid or pass over through or under the Property
- (b) The right upon giving prior reasonable notice (except in the case of emergency) to enter so much of the Property as is necessary for the purpose of inspecting repairing maintaining or replacing the fencing along the boundaries marked A-B-C on the Plan the person or persons exercising such right causing as little damage or disturbance as possible and making good all damage thereby occasioned
- (c) The full and unrestricted right at any time hereafter and from time to time to erect or permit to be erected any buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of the Retained Land in such manner as to obstruct or interfere with the free passage and access of light and air to any building which is or may be erected upon any part of the Property and further all privileges of light and air now or hereafter to be enjoyed over any part of the Retained Land by or in respect of the Property should be deemed to be so enjoyed by the licence or consent of the Transferor and not as of right."

NOTE: The Retained Land referred to is the land in this title. The boundaries marked A-B-C referred to comprise the eastern boundary of 9-19 (odd) Pembroke Close and the southern boundaries of 12-18 (even) and 19 Pembroke Close.

8 (16.10.2012) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

## 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

- PROPRIETOR: THE WARWICKSHIRE COUNTY COUNCIL of Shire Hall, Warwick.
- 2 RESTRICTION:-Except under an order of the registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Local Government Act 1933 or some other Act or authority.

#### C: Charges Register

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

- A Conveyance of the land tinted yellow on the title plan dated 18 November 1965 made between (1) The National Coal Board (Board) and (2) The Warwickshire County Council (Council) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- A Conveyance of the land tinted blue on the title plan and other land dated 13 June 1967 made between (1) The National Coal Board (the Board) and (2) The Warwickshire County Council (the Council) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (16.10.2012) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto. The leases grant and reserve easements as therein mentioned.

#### Title number WK27604

#### Schedule of restrictive covenants

The following are details of the covenants contained in the Conveyance dated 18 November 1965 referred to in the Charges Register:-

"THE Council to the intent and so as to bind (so far as practicable) the land hereby conveyed and any part or parts thereof into whosesoever hands the same may come and to benefit and protect any mines and minerals in which the Board have any interest and which provide subjacent or lateral support for the said land or any part or parts thereof hereby covenant with the Board that no building structure or works shall at any time be erected constructed or placed on or in the said land or any part or parts thereof except in accordance with plans and specifications previously approved in writing by the Board but such approval not be withheld unless the design lay-out or method of construction of such building structure or works or the materials to be used in the construction thereof do not conform to the reasonable requirements of the Board for minimising damage caused by subsidence

PROVIDED that if any dispute shall arise between the Board and the Council or any successor in title of the Council as to whether such approval as aforesaid has been properly withheld such dispute shall in default of agreement be referred to the arbitration of a single arbitrator appointed by the parties hereto or their successors in title or in default of agreement on such appointment of two arbitrators one to be appointed by each of the parties hereto or their successors in title subject to and in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force."

2 The following are details of the covenants contained in the Conveyance dated 13 June 1967 referred to in the Charges Register:-

"The Council to the intent and so as to bind (so far as practicable) the land hereby conveyed and any part or parts thereof into whosesoever hands the same may come and to benefit and protect any mines and minerals in which the Board have any interest and which provide subjacent or lateral support for the said land or any part or parts thereof hereby covenant with the Board as follows:-

- (1) that no new building structure or works shall at any time be erected constructed or placed on or in the said land or any part or parts thereof except in accordance with plans and specifications previously approved in writing by the Board but such approval shall not be withheld unless the design lay-out or method of construction of such building structure or works or the materials to be used in the construction thereof do not conform to the reasonable requirements of the Board for minimising damage caused by subsidence PROVIDED that if any dispute shall arise between the Board and the Council or any successor in title of the Council as to whether such approval as aforesaid has been properly withheld such dispute shall in default of agreement be referred to the arbitration of a single arbitrator appointed by the parties hereto or their successors in title or in default of agreement on such appointment of two arbitrators one to be appointed by each of the parties hereto or their successors in title subject to and in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force
- (2) that no such buildings structure or works and no such addition to any existing building structure or works shall be occupied or used for any purpose before the expiration of three days after the date on which there shall have been posted to or left at the office for the time being of the Board's Estates Manager for the area in which the said buildings are situate a certificate addressed to the Boad that any such building structure or works or any such addition is in accordance with the plans and specifications approved by the Board such certificate to be signed either by an Architect or by the Proprietor or a Partner or Director of the Concern which erected constructed or placed on the said land such building structure or works or such addition
- (3) to erect and maintain to the satisfaction of the Board fences of a type to be approved by the Board on the north south and west boundaries of the land hereby conveyed."

#### Title number WK27604

#### Schedule of notices of leases

16.10.2012 Edged Blue

Land at Newdigate Primary School

25.05.2004 15 years from and including 1.09.2003 to 31.08.2018

WK466039

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

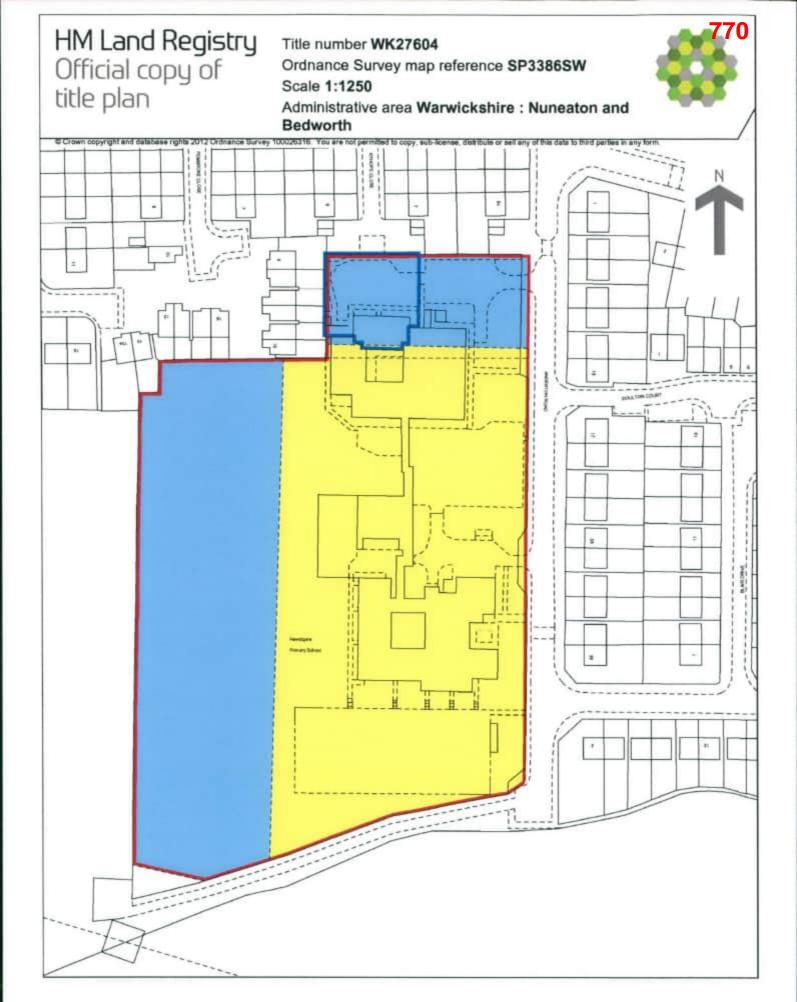
The electronic official copy of the title plan follows this message.

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 21 February 2019 shows the state of this title plan on 21 February 2019 at 16:02:39. 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, Gloucester Office .





#### Title number WK134659

Edition date 15.04.1992

This official copy shows the entries on the register of title on 21 FEB 2019 at 16:06:36.

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 Feb 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- (21.04.1970) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land lying to the south of Smorral Lane, Bedworth.
- There are excluded from the registration of the land tinted blue on the filed plan the mines and minerals and ancillary rights excepted and reserved by a Conveyance thereof and other land dated 15 March 1919 made between (1) The Phoenix Assurance Company Limited (2) Sir Francis Alexander Newdigate Newdegate (Vendor) (3) Charles Augustus Phillimore (4) Edward Loach and (5) Edward Loach and Frank Arthur Loach in the following terms:-

EXCEPT AND RESERVED in fee simple out of that Conveyance to the Vendor and the persons deriving title under him First All the mines and mineral substances in or under the hereidtaments thereinbefore described with all the powers of working the same and other powers then exercisable under and all the powers conferred by the said Mining Lease of the 31st March 1904 and (by way of further reservation) Together with full power (subject to the proviso thereinafter appearing) for the Vendor and the persons deriving title under him to such mines minerals and mineral substances to work and get the same by underground workings and without any obligation to leave any subjacent or lateral support for the surface or any buildings for the time being thereon and notwithstanding any provisions relating to the surface or buildings thereon contained in the said Mining Lease and for the purpose of such working from time to time or at any time to do all acts and things necessary or proper for working and getting such mines minerals and mineral substances Proviso that nothing therein contained should confer on the Vendor any right to enter on the Surface And secondly the full benefit of the said Mining Lease and of the rents and royalties thereby reserved and the reversion expectant thereof

NOTE:-The Mining Lease dated 31 March 1904 referred to was made between (1) Sir Francis Alexander Newdigate Newdegate and (2) Newdegate Colliery Company Limited

3 There are excluded from the registration of the land tinted pink on the filed plan the mines and minerals and ancillary rights excepted and reserved by a Conveyance thereof and other land dated 30 September 1931

## A: Property Register continued

made between (1) Eli William Oliver and (2) Joseph Alfred Grant (Purchaser) in the following terms:-

"Except and reserved unto the said Earl of Avlesford his heirs and successors in title or other the owner or lessees thereof all mines and minerals (except the surface clays sand and gravel aforesaid) in or under the hereditaments and premises hereby secondly conveyed together with all rights liberties and powers which may be necessary to enable him or them or his or their lessees or to which such other owners or any such lessees might be entitled (but without entering upon the surface of the said lands) to win work carry away and dispose of the same at all such times and in such manner as he or they should think fit and so that he or they might at any time let down the surface on condition of payment for all damage caused by such letting down to the buildings on the Twenty fifth day of November One thousand nine hundred and twelve existing and standing upon and the drains at the same date existing and being in or under the said lands such amount as may be agreed upon between him or them and the Purchaser or the person deriving title under him or failing such agreement such amount as shall be ascertained by reference to arbitration under the provisions of the Arbitration Act 1889 or any Statutory modification thereof..... Subject as to the hereditaments hereby secondly conveyed to the provisions contained in an Indenture of Conveyance made the Seventh day of December One thousand nine hundred and five being a Conveyance of the mines and minerals (except surface clays sand and gravel) in or under (inter alia) the hereditaments hereby secondly conveyed."

NOTE:-No particulars of the Conveyance dated 7 December 1905 were supplied on first registration. The land in this title falls wholly within the land secondly conveyed.

4 There are excluded from this registration the mines and minerals and ancillary rights excepted and reserved by the Conveyance dated 3 April 1970 referred to in the Charges Register in the following terms:-

"EXCEPT AND RESERVING to the Vendor out of the Conveyance hereby made all interests of the Vendor in any mines beds and seams of coal and other minerals in or under the property hereby conveyed with all necessary rights powers and easements for searching for winning working getting and carrying away by underground operations only the said coal and other minerals and any other coal or other minerals in which the Vendor has any interest including the rights to drive occupy and use roadways and works in the strata under and adjacent to the property hereby conveyed and the right to let down the surface of the property hereby conveyed and any building structure or works now or hereafter erected constructed or placed on or in the said property without liablility (except as provided by the Coal-Mining (Subsidence) Act 1957) to make good or pay compensation for any damage or loss whatsoever caused directly or indirectly by any mining or other operations in under or adjacent to the property hereby conveyed carried out by the Vendor or by any other person whether before or on or after the date hereof."

5 The Conveyance dated 3 April 1979 referred to above contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED as follows:-

(a) The Vendor and others their successors in title the owners and occupiers of the property adjoining the land hereby conveyed on the Northern Western and Eastern sides thereof shall have the right at any time or times hereafter to obstruct the access of light and air to any building or other structure for the time being standing upon the property hereby conveyed by erecting or altering any building or other structure on such ajoining property and the Purchaser and its successors in title shall enjoy as against the Vendor and its successors title the owners and occupiers of the said adjoining property any light and air coming to the property hereby conveyed over the said adjoining property by the consent and at the will of the Vendor and its said successors and not so as to acquire any right thereto either at common law or under statute

(b) All rights of flow of water sewerage drainage and all other

## A: Property Register continued

easements and quasi-easements (other than as in this deed specifically mentioned) heretofore enjoyed by or in respect of the property hereby conveyed and the said adjoining or neighbouring property of the Vendor shall henceforth continue to subsist and be enjoyable as easements and quasi-easements in the manner and to the like extent as heretofore under one ownership and shall be enforceable by and as between the respective owners thereof."

## 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 (21.04.1970) Proprietor(s): THE URBAN DISTRICT COUNCIL OF BEDWORTH of Council Offices, High Street, Bedworth, Nuneaton, Warwickshire.
- 2 (21.04.1970) RESTRICTION:-Except under an Order of the Registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Physical Training and Recreation Act 1937 or some other Act or authority.

## C: Charges Register

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

1 A Wayleave Consent dated 2 January 1930 made between (1) Eli Oliver and (2) Central Electricity Board relates to the placing of electric lines and conductors

¬NOTE:-Copy filed.

A Conveyance of the land in this title dated 3 April 1970 made between (1) National Coal Board (Vendor) and (2) The Urban District Council of Bedworth (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

#### Schedule of restrictive covenants

The following are details of the covenants contained in the Conveyance dated 3 April 1970 referred to in the Charges Register:-

"THE Purchaser to the intent and so as to bind (so far as practicable) the property hereby conveyed and any part or parts thereof into whosesoever hands the same may come and to benefit and protect any mines and minerals in which the Vendor has any interest and which provide subjacent or lateral support for the property hereby conveyed or any part or parts thereof hereby covenants with the Vendor as follows:-

(i) That no new building structure or works and no addition to any existing building structure or works shall at any time be erected constructed or placed on or in the property hereby conveyed or any part or parts thereof except in accordance with plans and specifications previously approved in writing by the Vendor but such approval shall not be withheld unless the design layout or method of construction of such new or additional building structure or works or the materials to be used in the construction thereof do not conform to the reasonable requirements of the Vendor for minimising damage caused by subsidence PROVIDED that if any dispute shall arise between the Vendor and the Purchaser or any successors in title of the Purchaser as to whether such approval as aforesaid has been property withheld such dispute shall in default of agreement be referred to the arbitration of a single arbitrator appointed by the parties hereto or their successors in title or in default of agreement on such appointment of two arbitrators one to be appointed by each of the parties hereto or their successors in title subject to and in accordance with the provisions of

#### Schedule of restrictive covenants continued

the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force

(ii) That no such buildings structure or works and no such addition to any existing building structure or works shall be occupied or used for any purpose before the expiration of three days after the date on which there shall have been posted to or left at the office for the time being of the Vendor's Estates Manager for the area in which the said buildings are situate a certificate addressed to the Vendor that any such building structure or works or any such addition is in accordance with the plans and specifications approved by the Vendor such certificate to be signed either by an Architect or by the Proprietor or a Partner or Director of the Concern which erected constructed or placed on the said land such building structure or works or such addition

THE Purchaser so as to bind the property hereby conveyed into whosesoever hands the same may come and so that this covenant shall be for the benefit and protection of the adjoining and neighbouring property of the Vendor but so that the Purchaser shall not be personally liable for a breach of this covenant occurring on or in respect of the property hereby conveyed or any part thereof after the Purchaser has parted with all interest therein hereby covenants with the Vendor that the Purchaser and those deriving title under the Purchaser will at all times hereafter use the property hereby conveyed for the purpose of a public recreation ground only."

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

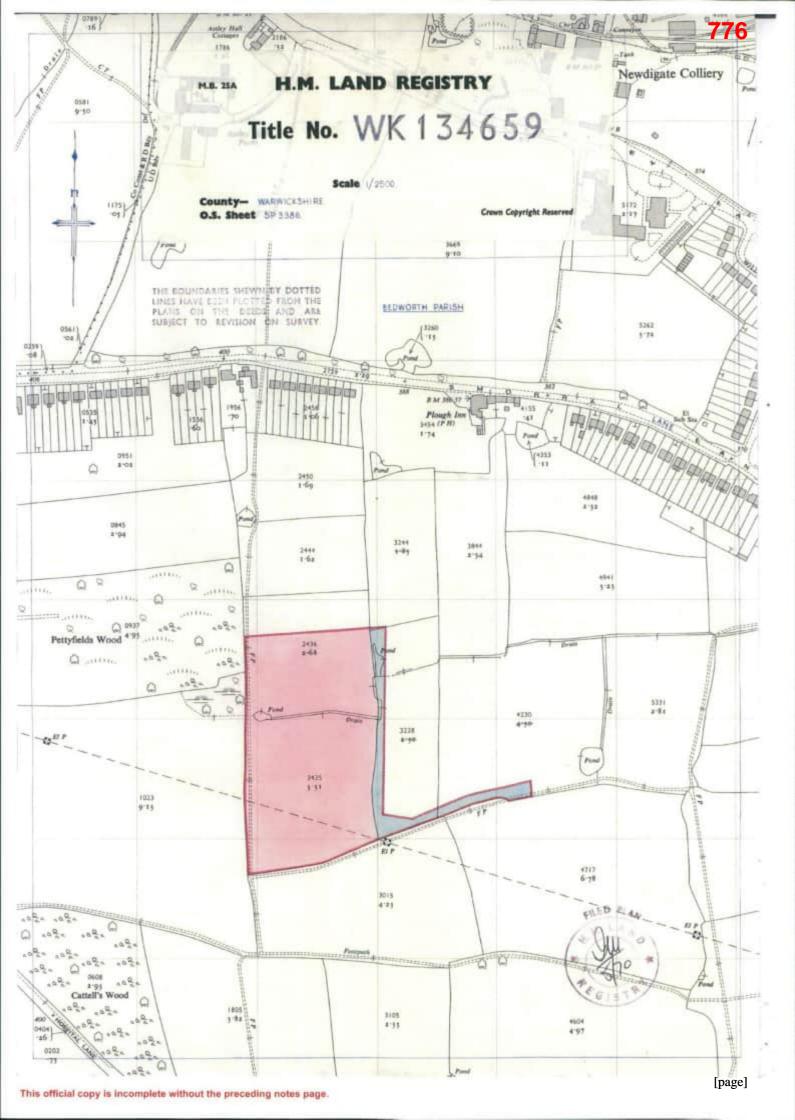
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#### Title number WK425267

Edition date 18.03.2008

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Issued on 21 Feb 2019.

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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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- (09.11.2005) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Wheelwright Lane Primary School, Wheelwright Lane, Ash Green, Coventry (CV7 9HN).
- (09.11.2005) The mines and minerals together with ancillary powers of working are excepted.

## 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

- (09.11.2005) PROPRIETOR: WARWICKSHIRE COUNTY COUNCIL care of County Solicitor & Assistant Chief Executive, PO Box 9, Shire Hall, Warwick CV34 4RR and of DX723362, Warwick 5.
- (09.11.2005) A Conveyance of the land tinted blue on the title plan dated 30 June 1948 made between (1) Edith Annie Lunn (Vendor) and (2) Warwickshire County Council (Council) contains purchaser's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

## Schedule of personal covenants

The following are details of the personal covenants contained in the Conveyance dated 30 June 1948 referred to in the Proprietorship Register:-

"THE Council hereby covenants with the Vendor and her successors in title that the Council will forthwith erect and forever hereafter maintain a good and sufficient fence to the reasonable satisfaction of the Vendor on and along the boundary line of the property hereby conveyed between the points marked "A" and "B" on the said plan."

### Schedule of personal covenants continued

NOTE: The points "A" and "B" referred to are reproduced on the title plan.

## C: Charges Register

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

- (18.03.2008) The lease of electricity sub stations dated 13 March 2008 made between (1) Warwickshire County Council and (2) Central Networks East plc referred to in the schedule of leases hereto contains covenants by the landlord.
- 2 (18.03.2008) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto. The leases grant and reserve easements as therein mentioned.

#### Schedule of notices of leases

1 18.03.2008 electricity sub-station 13.03.2008 WK441781 Numbered 1 99 years from 13.03.2008

NOTE 1: Lease comprises also other land.

NOTE 2: See entry in the Charges Register relating to landlords restrictive covenants.

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#### Title number WK262596

Edition date 04.07.2016

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Issued on 20 Feb 2019.

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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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being St Francis Roman Catholic School, Nicholas Street, Bedworth.
- 2 The Conveyance dated 14 April 1930 referred to in the Charges Register contains the following provision:-

Save as otherwise appears in these conditions not to claim any right of light way water drainage or other easement over any adjoining property of the Vendors and that an enjoyment by the Purchaser of any light Wayleave watercourse dropping or other easement over any such adjoining property for any length of time shall not preclude the Vendors or their successors in title from erecting any building upon such adjoining property or from determining such easements at any time they may think fit so to do.

3 A Deed of Grant dated 12 May 1972 made between (1) John Haddon and Marjorie May Haddon (2) Coventry Economic Building Society and (3) The Warwickshire County Council relate to the laying, inspection, repairing, renewing and maintenance of a surface water and foul sewer.

-NOTE: Copy filed under WK171388.

The land has the benefit of the rights granted by a Deed dated 20 January 1988 made between (1) Raymond Whitehead (2) National Westmisnter Bank Plc (3) The Warwickshire County Council (4) Nuneaton and Bedworth Borough Council and (5) Birmingham Roman Catholic Diocesan Trustees Registered.

-NOTE: Copy filed under WK167364.

- 5 (28.10.2015) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 6 (04.07.2016) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

## 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

- PROPRIETOR: BIRMINGHAM ROMAN CATHOLIC DIOCESAN TRUSTEES REGISTERED of Cathedral House, St Chads Queensway, Birmingham B4 6EX.
- 2 RESTRICTION: No disposition by the proprietor of the registered estate to which section 117-121 or section 124 of the Charities Act 2011 applies is to be registered unless the instrument contains a certificate complying with section 122(3) or section 125(2) of that Act as appropriate.

## C: Charges Register

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

The land tinted pink on the filed plan is subject to the following rights excepted and reserved by a Conveyance thereof and other land dated 14 April 1930 made between (1) Henry Dashwood Stucley Leake (2) The Governors of Nicholas Chamberlaines School Foundation Bedworth (Governors) and (3) William John Moore (Purchaser):-

EXCEPT AND RESERVED to the Governors and their successors in title the right to pass and repass for all proper purposes over and across the piece of land hereby conveyed to the adjoining property of the Governors.

The land is subject to the following rights excepted and reserved by a Transfer of the land in this title dated 16 December 1980 made between (1) The Warwickshire County Council (Council) and (2) Birmingham Roman Catholic Diocesan Trustees Registered (Trust Corporation):-

"EXCEPT AND RESERVING unto the Council for so long only as they shall continue to be the registered proprietors of the land remaining in the said title (hereinafter called "the retained land") a right of way but only along such route over the land hereby transferrred as the Trust Corporation may from time to time direct for the purpose of obtaining access to and egress from the retained land to enable such retained land to be used and enjoyed as the playing fields forming part of the School erected or to be erected on the land hereby transferred."

The land is subject to the following rights granted by a Deed dated 15
August 1988 made between (1) The Warwickshire County Council (First
Grantor) (2) Birmingham Roman Catholic Diocesan Trustees Registered
(Second Grantor) and (3) Nuneaton and Bedworth Borough Council
(Grantee):-

\*the First Grantor and the Second Grantor as beneficial owners HEREBY RESPECTIVELY GRANT unto the Grantee FULL RIGHT AND LIBERTY

- to use the Sewer for the passage of soil and water from the Green land but not for any other purpose whatsoever
- to use the foul sewer between points A-B and C-D-E for the passage of soil and water from the Green land but not for any other purpose whatsoever
- iii) for the purpose of inspecting repairing and maintaining the Sewer but not for any other purpose whatsoever to enter upon and break up the Servient land making good nevertheless to the reasonable satisfaction of the First Grnator and the Second Grantor all damage or disturbance which may be caused to the surface of the Servient land in carrying out such repairs or maintenance."

-NOTE: Copy plan filed under WK167364.

4 (26.10.2015) The land is subject to the lease set out in the schedule of leases hereto.

## C: Charges Register continued

5 (04.07.2016) The land is subject to any rights that are granted by a Transfer of the land edged and numbered WK484944 in green on the title plan dated 1 June 2016 made between (1) Birmingham Roman Catholic Diocesan Trustees Registered and (2) Severn Trent Water Limited and affect the registered land.

-NOTE: Copy filed under WK484944.

### Schedule of notices of leases

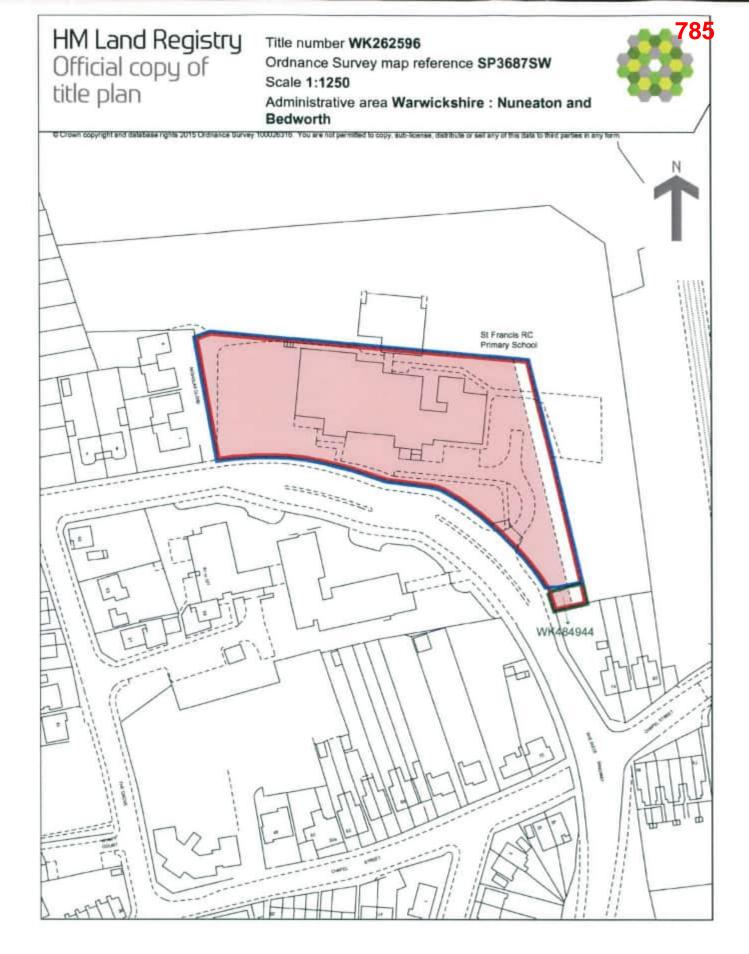
1 26.10.2015 St Francis Catholic Primary 02.03.2015 WK480996 Edged Blue School 125 years from and including 1.3.2015

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#### Title number WK171388

Edition date 27.06.2016

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Issued on 20 Feb 2019.

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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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the east side of Nicholas Street, Bedworth.
- A Deed of Grant dated 12 May 1972 made between (1) John Haddon and Marjorie May Haddon (2) Coventry Economic Building Society and (3) The Warwickshire County Council relate to the laying, inspection, repairing, renewing and maintenance of a surface water and foul sewer.

-NOTE: Copy filed.

3 The land tinted blue on the title plan has the benefit of the following rights reserved by a Transfer of the land tinted yellow and tinted brown on the title plan dated 30 March 1973 made between (1) The Warwickshire County Council and (2) Bedworth Urban District Council:-

"EXCEPT AND RESERVING unto the County Council as incident to the ownership or occupation of the property retained by them the right in common with the District Council and their successors in title and all persons for the time being having the like right

- (a) At all times and for all purposes with or without horses carts or other vehicles mechanically propelled or otherwise to pass and repass over and along the road delineated on the plan annexed hereto and thereon marked "Proposed Road" and coloured brown
- (b) To use all sewers drains and watercourses now in or upon the property hereby transferred or any part thereof and freely to run and pass water and soil through and along the same and to use all other services therein or thereunder."

NOTE: The road coloured brown referred to in clause (a) is tinted brown on the title plan.

- 4 The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 5 A Transfer of the land edged and numbered WK262596 in green on the filed plan dated 16 December 1980 made between (1) The Warwickshire

## A: Property Register continued

County Council (Council) and (2) Birmingham Roman Catholic Diocesan Trustees Registered (Trust Corporaiton) is expressed to reserve the following rights for the benefit of the land remaining in this title.

"EXCEPT AND RESERVING unto the Council for so long as they shall continue to be the registered proprietors of the land remaining in the said title (hereinafter called "the retained land") a right of way but only along such route over the land hereby transferred as the Trust Corporation may from time to time direct for the purpose of obtaining access to and egress from the retained land to enable such retained land to be used and enjoyed as the playing fields forming part of the School erected or to be erected on the land hereby transferred."

The land has the benefit of the rights granted by a Deed dated 20 January 1988 made between (1) Raymond Whitehead (2) National Westminster Bank Plc (3) The Warwickshire County Council (4) Nuneaton and Bedworth Borough Council and (5) Birmingham Roman Catholic Diocesan Trustees Registered.

-NOTE: Original filed under WK167364.

7 (21.01.2015) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

## 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

PROPRIETOR: THE COUNTY COUNCIL OF WARWICK of PO Box 9, Shire Hall, Warwick, CV34 4RR.

## C: Charges Register

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

A Conveyance of the land tinted pink on the filed plan and other land dated 14 April 1930 made between (1) Henry Dashwood Stucley Leake (2) The Governors of Nicholas Chamberlaines School Foundation, Bedworth (Governors) and (3) William John Moore (Purchaser) contains the following covenants:-

The Purchaser to the intent that this covenant shall be binding on the owner for the time being of the land hereby conveyed and so that the same shall be deemed to run with the land hereby covenants with the Governors that he the Purchaser and the persons deriving title under him will at all times hereafter observe perform and fulfil all and every the covenants restrictions stipulations and agreements set forth in the Schedule hereto wherein the Governors are referred to as the Vendor.

THE SCHEDULE referred to:-

Save as otherwise appears in these conditions not to claim any right of light way water drainage or other easement over any adjoining property of the Vendors and that an enjoyment by the Purchaser of any light wayleave watercourse dropping or other easement over any such adjoining property for any length of time shall not preclude the Vendors or their successors in title from erecting any building upon such adjoining

property or from determining such easements at any time they may think fit so to do.

2 The land tinted pink on the filed plan is subject to the following rights reserved by the Conveyance dated 14 April 1930 referred to

## C: Charges Register continued

above: -

EXCEPT AND RESERVED to the Governors and their successors in title the right to pass and repass for all proper purposes over and across the piece of land hereby conveyed to the adjoining property of the Governors.

The land is subject to the following rights granted by a Deed dated 15
August 1988 made between (1) The Warwickshire County Council (First
Grantor) (2) Birmingham Roman Catholic Diocesan Trustees Registered
(Second Grantor) and (3) Nuneaton and Bedworth Borough Council
(Grantee):-

"the First Grantor and the Second Grantor as beneficial owners HEREBY RESPECTIVELY GRANT unto the Grantee FULL RIGHT AND LIBERTY

- to use the Sewer for the passage of soil and water from the Green land but not for any other purpose whatsoever
- ii) to use the foul sewer between points A-B and C-D-E for the passage of soil and water from the Green land but not for any other purpose whatsoever
- iii) for the purpose of inspecting repairing and maintaining the Sewer but not for any other purpose whatsoever to enter upon and break up the Servient land making good nevertheless to the reasonable satisfaction of the First Grantor and the Second Grantor all damage or disturbance which may be caused to the surface of the Servient land in carrying out such repairs or maintenance."

-NOTE: Original filed under WK167364.

4 (05.01.1995) The land is subject to the rights granted by a Deed dated 30 December 1994 made between (1) The Warwickshire County Council and (2) Kenneth George Moore and Michael Douglas Pratt.

The said Deed also contains restrictive covenants by the Grantor.

-NOTE: Copy filed.

5 (21.01.2015) The land is subject to the following rights granted by a Transfer of the land edged and numbered WK476476 in green on the title plan dated 16 January 2015 made between (1) Warwickshire County Council (Transferor) and (2) Birmingham Roman Catholic Diocesan Trustees Registered (Transferee):-

"The Transferor grants to the Transferee for the benefit of the Property full and free right and liberty to lateral and subjacent support and protection for the Property from the Retained Land"

- 6 (09.04.2015) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
- 7 (27.06.2016) The land is subject to any rights that are granted by a Transfer of the land edged and numbered WK484944 in green on the title plan dated 1 June 2016 made between (1) The Warwickshire County Council and (2) Severn Trent Water Limited and affect the registered land.

¬NOTE: Copy filed under WK484944.

#### Schedule of notices of leases

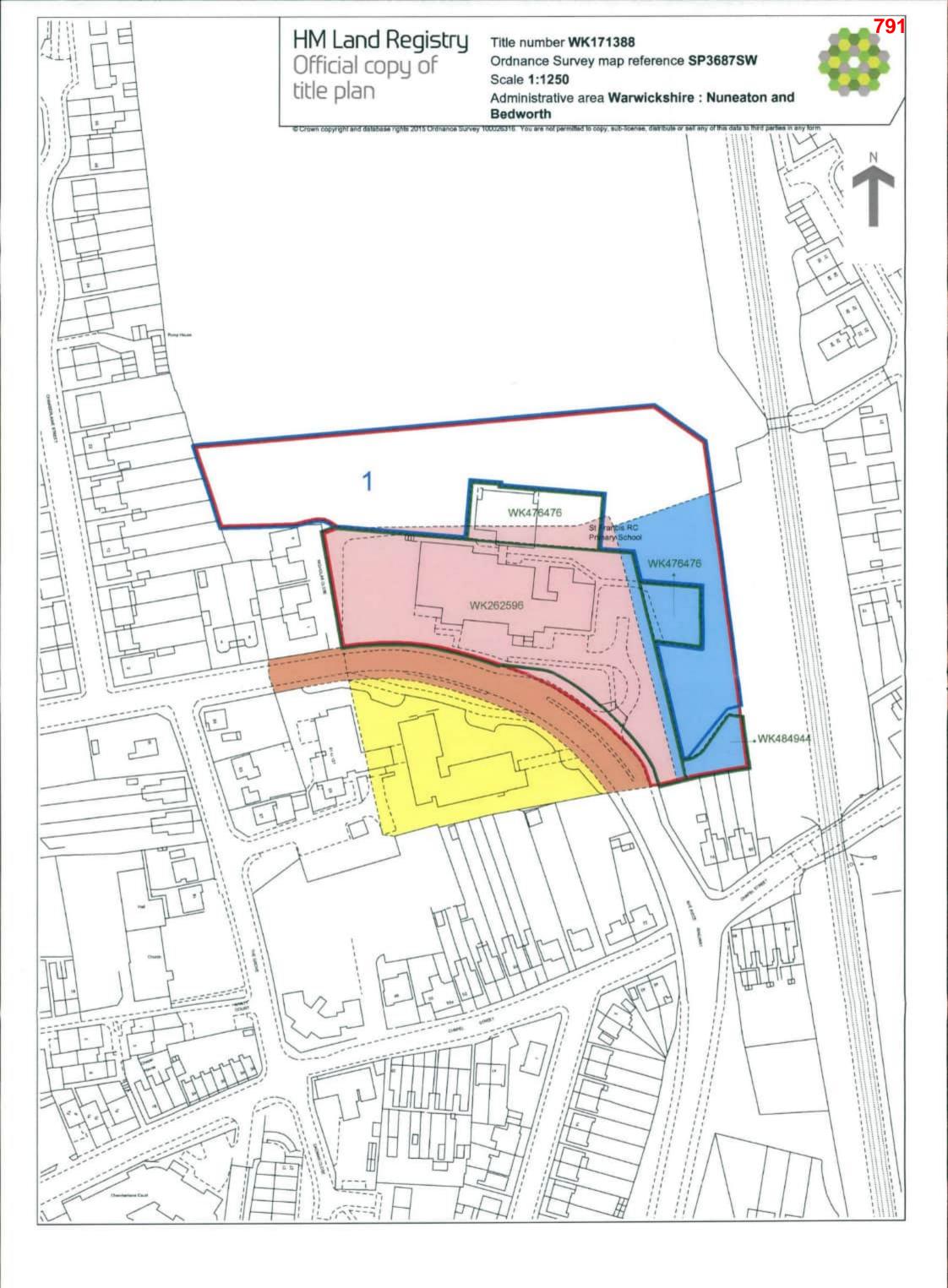
1 09.04.2015 Edged and numbered 1 in blue Part of St. Francis Roman Catholic Primary School 02.03.2015 WK477620 125 years from 1.3.2015

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#### Title number WK476476

Edition date 21.01.2015

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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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land lying to the north of Rye Piece Ringway, Bedworth.
- 2 (21.01.2015) The land has the benefit of the following rights granted by a Transfer of the land in this title dated 16 January 2015 made between (1) Warwickshire County Council (Transferor) and (2) Birmingham Roman Catholic Diocesan Trustees Registered (Transferee):-

"The Transferor grants to the Transferee for the benefit of the Property full and free right and liberty to lateral and subjacent support and protection for the Property from the Retained land"

## 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

- (21.01.2015) PROPRIETOR: BIRMINGHAM ROMAN CATHOLIC DIOCESAN TRUSTEES REGISTERED of Cathedral House, St Chads Queensway, Birmingham B4 6EU incorporated under Part 12 of the Charities Act 2011.
- 2 (21.01.2015) RESTRICTION: No disposition by the proprietor of the registered estate to which section 117-121 or section 124 of the Charities Act 2011 applies is to be registered unless the instrument contains a certificate complying with section 122(3) or section 125(2) of that Act as appropriate.

## C: Charges Register

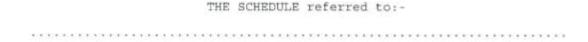
This register contains any charges and other matters that affect the land.

1 A Conveyance of the land tinted pink on the title plan and other land

## C: Charges Register continued

dated 14 April 1930 made between (1) Henry Dashwood Stucley Leake (2) The Governors of Nicholas Chamberlaines School Foundation, Bedworth (Governors) and (3) William John Moore (Purchaser) contains the following covenants:-

The Purchaser to the intent that this covenant shall be binding on the owner for the time being of the land hereby conveyed and so that the same shall be deemed to run with the land hereby covenants with the Governors that he the Purchaser and the persons deriving title under him will at all times hereafter observe perform and fulfil all and every the covenants restrictions stipulations and agreements set forth in the Schedule hereto wherein the Governors are referred to as the Vendor.



Save as otherwise appears in these conditions not to claim any right of light way water drainage or other easement over any adjoining property of the Vendors and that an enjoyment by the Purchaser of any light wayleave watercourse dropping or other easement over any such adjoining property for any length of time shall not preclude the Vendors or their successors in title from erecting any building upon such adjoining property or from determining such easements at any time they may think fit so to do.

The land tinted pink on the title plan is subject to the following rights reserved by the Conveyance dated 14 April 1930 referred to

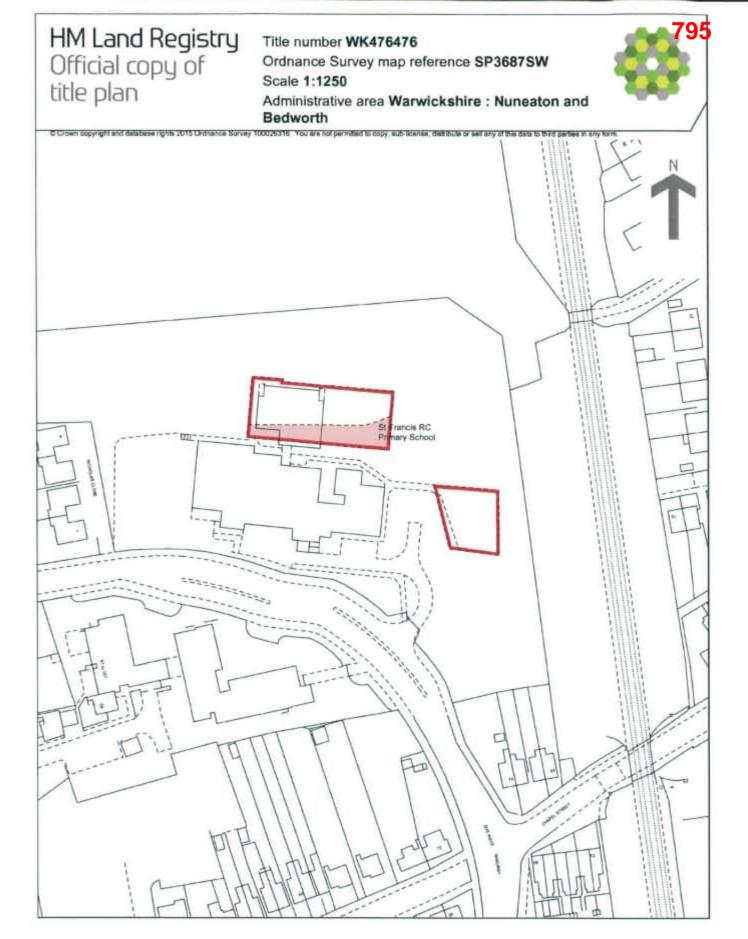
EXCEPT AND RESERVED to the Governors and their successors in title the right to pass and repass for all proper purposes over and across the piece of land hereby conveyed to the adjoining property of the

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#### Title number WK171647

Edition date 13.04.1992

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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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

(10.11.1971) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the South Side of Hayes Lane, Exhall, Bedworth.

## 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

- (10.11.1971) Proprietor(s): THE WARWICKSHIRE COUNTY COUNCIL of Shire Hall, Warwick.
- (10.11.1971) RESTRICTION: -Except under an order of the registrar no 2 disposition by the proprietor of the land is to be registered unless made in accordance with the highways Act 1959 or some other Act or authority.

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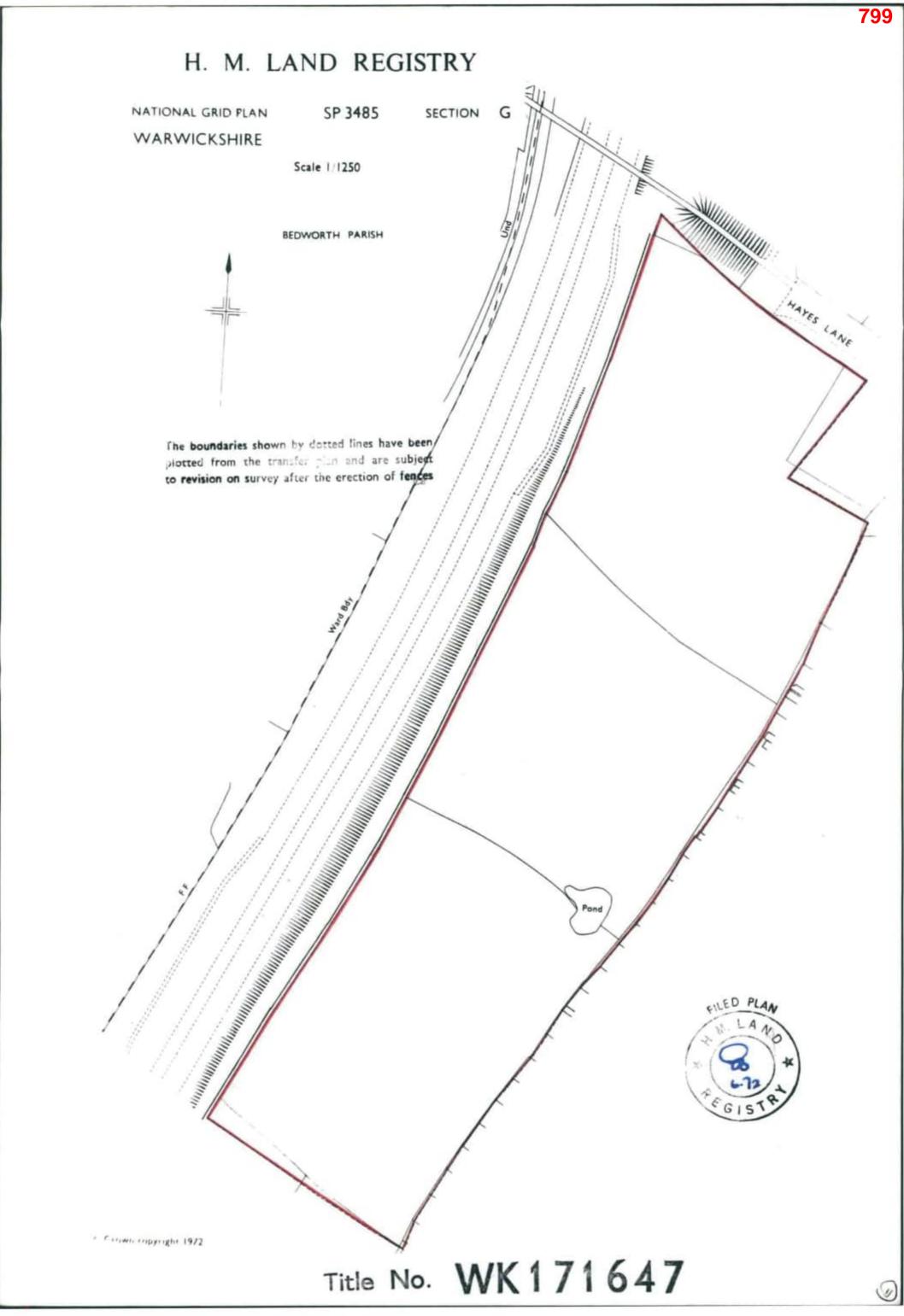
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#### Title number WK461720

Edition date 14.04.2014

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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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

1 (01.09.2011) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being St James's C Of E Junior School, Barbridge Road, Bulkington, Bedworth (CV12 9PF).

## 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 (05.03.2014) PROPRIETOR: COVENTRY DIOCESAN BOARD OF EDUCATION of The Benn Education Centre, Claremont Road, Rugby CV21 3LU.
- 2 (01.09.2011) RESTRICTION: No disposition by the proprietor of the registered estate to which section 36 or section 38 of the Charities Act 1993 applies is to be registered unless the instrument contains a certificate complying with section 37(2) or section 39(2) of that Act as appropriate.
- 3 (01.09.2011) A Conveyance dated 14 April 1961 made between (1) The Urban District Council Of Bedworth and (2) The Warwickshire County Council contains purchaser's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

The Conveyance to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.

## Schedule of personal covenants

The following are details of the personal covenants contained in the Conveyance dated 14 April 1961 referred to in the Proprietorship Register:-

"The County Council for themselves and their successors and assigns

### Schedule of personal covenants continued

hereby covenant with the District Council and their successors and asigns that they the County Council will erect and for ever therafter maintain a good and substantial boundary fence along the east side of the piece of land hereby conveyed where marked "T" inwards on the said

-NOTE: Copy plan filed.

## C: Charges Register

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

(01.09.2011) The land tinted blue is subject to the rights reserved by a Conveyance thereof dated 14 February 1968 made between (1) The Warwickshire County Council and (2) The Coventry Diocesan Board Of Finance.

-NOTE: - Copy filed.

(01.09.2011) The land tinted pink on the title plan is subject to the rights reserved by a Conveyance thereof dated 20 June 1997 made between (1) The Warwickshire County Council and (2) The Coventry Diocesan Board Of Finance Limited.

-NOTE: - Copy filed.

(14.04.2014) The land is subject to the lease set out in the schedule of leases hereto.

#### Schedule of notices of leases

14.04.2014

St James's C of E Junior School

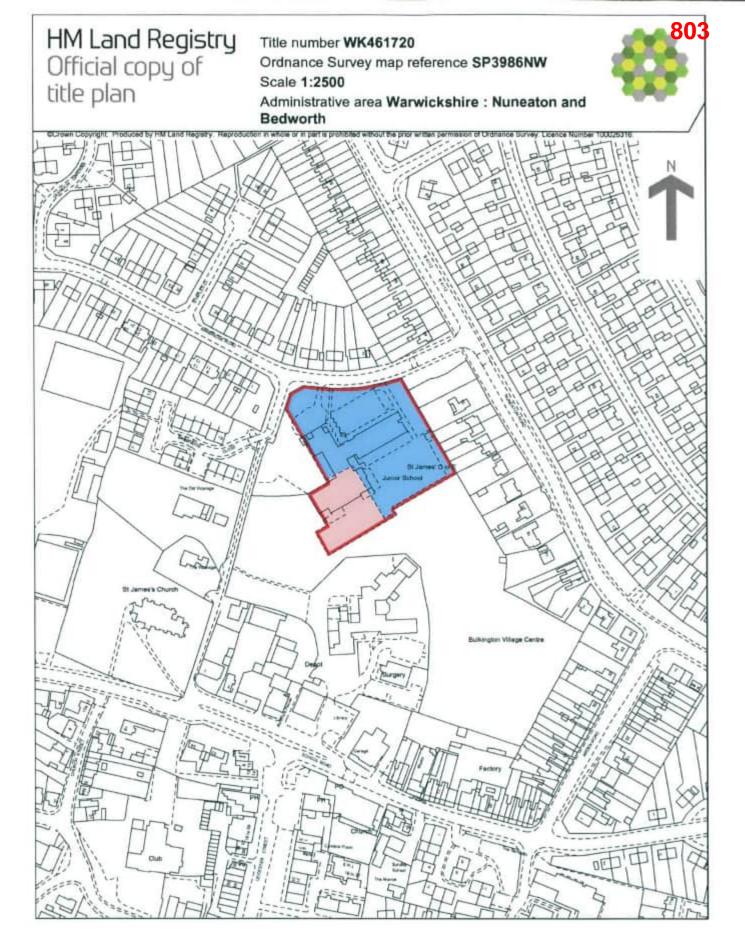
WK472710 01.04.2014 125 years from 1.4.2014

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#### Title number WK472707

Edition date 14.04.2014

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Issued on 20 Feb 2019.

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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. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- (14.04.2014) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being playing fields at, St James Church of England Junior School, Barbridge Road, Bulkington, Bedworth (CV12 9PF).
- 2 (14.04.2014) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 1 April 2014

Term : 125 years from 1 April 2014 Parties : (1) Warwickshire County Council

(2) The Diocese of Coventry Multi Academy Trust

- 3 (14.04.2014) The Lease prohibits or restricts alienation.
- 4 (14.04.2014) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.
- 5 (14.04.2014) The landlord's title is registered.

## 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 (14.04.2014) PROPRIETOR: THE DIOCESE OF COVENTRY MULTI ACADEMY TRUST (Co. Regn. No. 08422015) of The Benn Education Centre, Claremont Road, Rugby CV21 3LU.
- 2 (14.04.2014) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any

## B: Proprietorship Register continued

registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SWIP 3BT.

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Title number WK479304

Edition date 05.10.2015

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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. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- (20.07.2015) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being St Michael's Primary School, Hazel Grove, Bedworth (CV12 9DA).
- 2 (20.07.2015) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 1 July 2015

Term : 125 years from 1 July 2015

Parties : (1) The Official Custodian For Charities

(2) The Diocese Of Coventry Multi-Academy Trust

- 3 (20.07.2015) The Lease prohibits or restricts alienation.
- 4 (20.07.2015) The landlord's title is registered as to part of the land comprised in the lease.

# 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 (14.07.2015) PROPRIETOR: THE DIOCESE OF COVENTRY MULTI-ACADEMY TRUST (Co. Regn. No. 08422015) of The Benn Education Centre, Claremont Road, Rugby CV21 3LU.
- 2 (20.07.2015) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the prorietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent signed by The Secretary of State for Education of Sanctuary Buildings, Great

# B: Proprietorship Register continued

Smith Street, London, SWIP 3BT.

# C: Charges Register

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

(20.07.2015) The land is subject to the following rights that are reserved by a Conveyance of the freehold estate in the land tinted blue on the title plan dated 18 October 1978 made between (1) The Warwickshire County Council and (2) The Governors Of The Nicholas Chamberlaine's School Foundation Bedworth and affect the registered

"Except and Reserving unto the Council (1) a right of way for all reasonable and proper purposes over and across the access roads and ways comprising part of the property hereby conveyed for the purpose of obtaining access to and egress from the land retained by the Council and shewn edged with green on the said plan (hereinafter referred to as "the retained land" from and to Hazel Grove aforesaid to enable the retained land to be used and enjoyed as the playing fields forming part of the Schools and (2) such rights of drainage and other easements in the nature of quasi-easements (if any) as are at present enjoyed by the retained land."

NOTE: The retained land referred to above surrounds the land in this title on the north east, south east and south west boundaries.

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

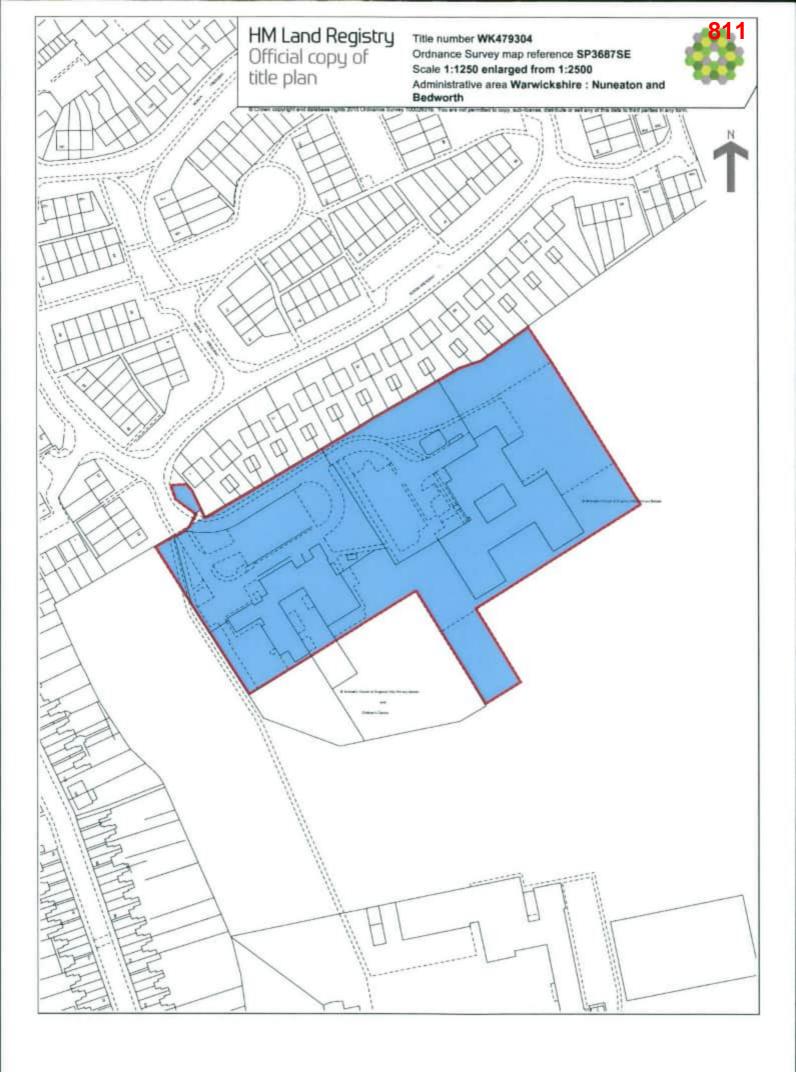
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Title number WK478035

Edition date 13.11.2015

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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. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- 1 (07.05.2015) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Land adjoining St Thomas More School, Greenmoor Road, Nuneaton (CV10 7EX).
- 2 (07.05.2015) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 (07.05.2015) Short particulars of the lease(s) (or under-lease(s)) under which the land is held;

Date : 2 March 2015

Term : 125 years from and including 1 March 2015

Parties : (1) Warwickshire County Council

(2) The Holy Spirit Catholic Multi Academy

NOTE: This lease includes also other land

4 (07.05.2015) The Lease prohibits or restricts alienation.

# 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 (07.05.2015) PROPRIETOR: THE HOLY SPIRIT CATHOLIC MULTI ACADEMY (Co. Regn. No. 09432692) care of Our Lady Of The Angels Infant School, Coton Road, Nuneaton CV11 5TY.
- 2 (07.05,2015) 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 Secretary of State for Education of

# B: Proprietorship Register continued

Sanctuary Buildings, Great Smith Street, London SWIP 3BT.

# C: Charges Register

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

(07.05.2015) A Conveyance of the freehold estate in the land in this title and other land dated 31 December 1935 made between (1) Sir Francis Alexander Newdigate Newdegate (2) Joseph Clive Piggott and others and (3) The Mayor Aldermen And Burgesses Of The Borough Of Nuneaton contains restrictive covenants.

-NOTE: Copy filed.

2 (07.05.2015) By the Conveyance dated 31 December 1935 referred to above the freehold estate in the land in this title and other land was conveyed subject as follows:-

"subject nevertheless to .... a Deed of Grant dated the Twenty eight day of November One thousand nine hundred and thiry four and made between the Vendor of the one part and Frederick James Deeming and Caroline Helena Deeming of the other part"

NOTE: No further particulars of the Deed dated 28 November 1934 were supplied on first registration.

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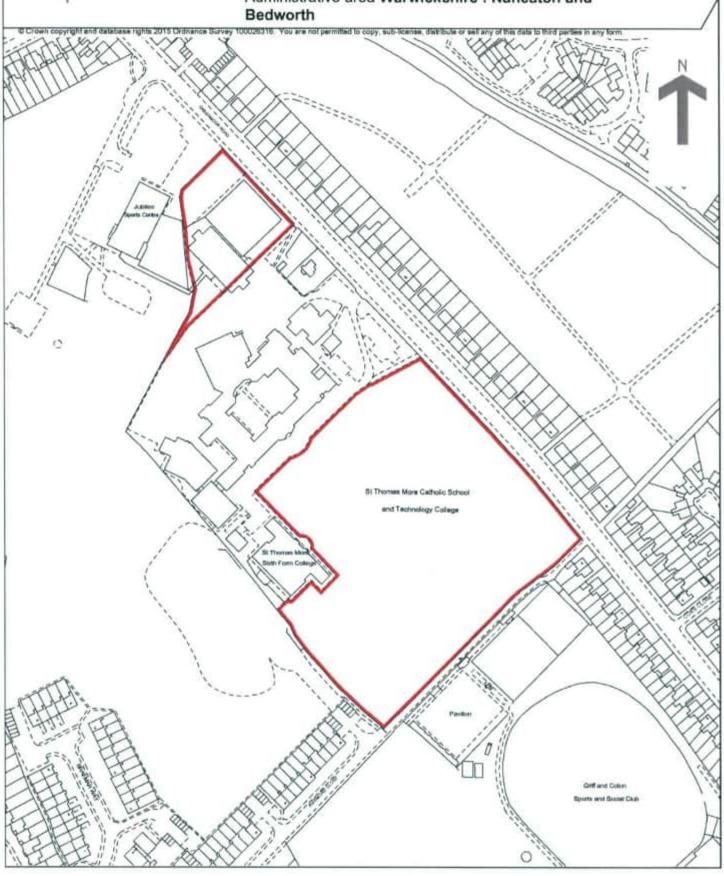
# HM Land Registry Official copy of title plan

Title number WK478035

Ordnance Survey map reference SP3591SW

Scale 1:2500 reduced from 1:1250

Administrative area Warwickshire: Nuneaton and





### Title number WK477630

Edition date 09.04.2015

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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. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- (09.04.2015) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being St. Thomas More Catholic School, Greenmoor Road, Nuneaton (CV10 7EX).
- 2 (09.04.2015) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 (09.04.2015) The parts of the land affected thereby has the benefit of the rights granted by a Transfer dated 18 November 2014 made between (1) Warwickshire County Council and (2) Birmingham Roman Catholic Diocesan Trustees Registered.

-NOTE 1:-Copy filed under WK475949.

n:Note 2:- Copy Deed of Exchange dated 7 February 1975 referred to in the above Transfer filed under WK475949.

4 (09.04.2015) Short particulars of the lease(s) (or under-lease(s))

under which the land is held: Date : 2 March 2015

Term : 125 years from and including 1 March 2015 Parties : (1) Birmingham Roman Catholic Diocesan Trustees

Registered

(2) The Holy Spirit Catholic Multi Academy

- 5 (09.04.2015) The Lease prohibits or restricts alienation.
- 6 (09.04.2015) The landlord's title is registered.

# 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

(09.04.2015) PROPRIETOR: THE HOLY SPIRIT CATHOLIC MULTI ACADEMY (Co. Regn. No. 09432692) of Our Lady of the Angels Catholic Infant School Riversley Park, Coton Road, Nuneaton CV11 5TY.

# C: Charges Register

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

- (09.04.2015) So far as affected thereby the land is subject to the provisions of a Deed of Grant dated 28 November 1934 made between (1) Sir Francis Alexander Newdigate Newdegate and (2) Frederick James Deeming and Caroline Helena Deeming. No evidence of the terms of this deed could be produced on first registration.
- (09.04.2015) A Conveyance of the freehold estate in the land in this 2 title and other land dated 31 December 1935 made between (1) Sir Francis Alexander Newdigate Newdegate (Vendors) (2) Joseph Clive Piggott and others and (3) Nuneaton Corporation) contains the following covenants:-

The Corporation hereby COVENANT with the Vendor with the intent and so as to bind the property hereby conveyed into whosesoever hands the same may come for the benefit of the Arbury Estate in the County of Warwick (of which the Vendor is the estate owner) or the part thereof for the time being remaining unsold in manner following that is to say:-

- (i) THAT the Corporation will not do or permit or suffer to be done in or upon the property hereby conveyed or in any building for the time being standing thereon any act or thing which may be or grow to be a nuisance or annoyance or injurious to the Vendor or his successors in title or other the owners or occupiers for the time being of the Arbury Estate or the part thereof for the time being remaining unsold.
- (ii) THAT the Corporation will forthwith at their own expense and to the satisfaction of the Vendor or his agent for the time being fence off the land hereby conveyed from the adjoining land of the Vendor if and so far as the same is not now fenced off and will at all times hereafter maintain to the like satisfaction all fences between the land hereby conveyed and the said adjoining land of the Vendor.

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

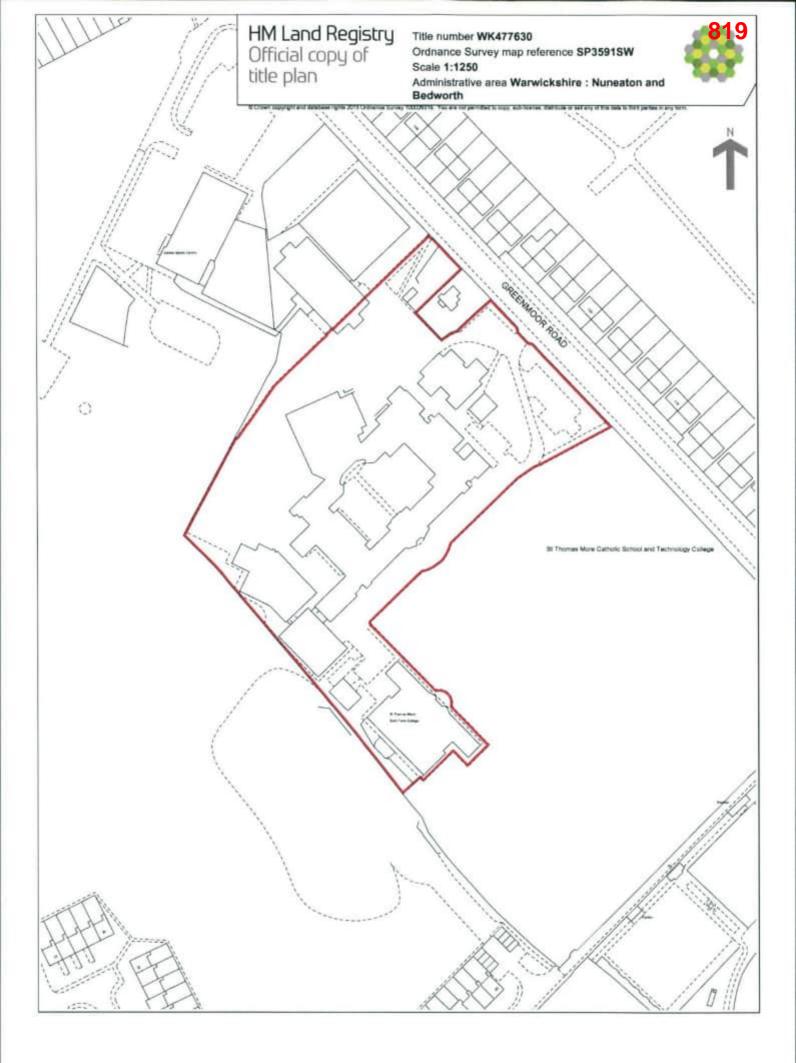
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Title number WK233418

Edition date 09.04.2015

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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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- (07.03.1975) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Arbury High School Greenmoor Road, Nuneaton.
- There are excluded from this registration the mines and minerals excepted by the Conveyance dated 31 December 1935 referred to in the Charges Register in the following terms and the land is also subject to the following ancillary powers of working:-

EXCEPTING AND RESERVING in fee simple out of this Conveyance to the Vendor and his successors in title and the persons deriving title under him or them all mines minerals and mineral substances in under or upon the property hereby conveyed TOGETHER with full power for the Vendor and his successors in title and the persons deriving title under him or them and his or their lessees and tenants and all persons authorised by him or them to work get and carry away the same and any adjacent mines and minerals by underground workings only and without any obligation to leave any subjacent or lateral support for the surface or any buildings for the time being erected thereon or for any adjoining land or minerals and for the purpose of such workings from time to time or at any time to do all acts and things necessary or proper for working or getting such mines minerals and mineral substances and any adjacent mines and minerals but so nevertheless that nothing herein contained shall confer on the Vendor or his successors in title or the persons aforesaid any right to enter on the surface and so that the Vendor or the persons deriving title under him shall if and whenever the exercise of such power shall cause any subsidence or disturbance of the surface of such land pay to the Corporation proper compensation for such subsidence or disturbance and for all loss or damage whether to crops buildings property or otherwise consequent upon such subsidence or disturbance the amount of such compensation to be settled in case of dispute in accordance with the provisions of the Arbitration Act 1889 or any statutory modification thereof.

# 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

- PROPRIETOR: BIRMINGHAM ROMAN CATHOLIC DIOCESAN TRUSTEES REGISTERED of Cathedral House, St Chads Queensway, Birmingham B4 6EX.
- 2 (17.03.1975) RESTRICTION: No disposition or other dealing by the proprietor of the land completed after 31 December 1980 is to be registered without the consent of the Charity Commissionars or an Order of the registrar.

# C: Charges Register

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

- So far as affected thereby the land is subject to the provisions of a Deed of Grant dated 28 November 1934 made between (1) Sir Francis Alexander Newdigate Newdegate and (2) Frederick James Deeming and Caroline Helena Deeming. No evidence of the terms of this deed could be produced on first registration.
- A Conveyance of the land in this title and other land dated 31 December 1935 made between (1) Sir Francis Alexander Newdigate Newdegate (Vendors) (2) Joseph Clive Piggott and others and (3) Nuneaton Corporation) contains the following covenants:-

The Corporation hereby COVENANT with the Vendor with the intent and so as to bind the property hereby conveyed into whosesoever hands the same may come for the benefit of the Arbury Estate in the County of Warwick (of which the Vendor is the estate owner) or the part thereof for the time being remaining unsold in manner following that is to say:-

- (i) THAT the Corporation will not do or permit or suffer to be done in or upon the property hereby conveyed or in any building for the time being standing thereon any act or thing which may be or grow to be a nuisance or annoyance or injurious to the Vendor or his successors in title or other the owners or occupiers for the time being of the Arbury Estate or the part thereof for the time being remaining unsold.
- (ii) THAT the Corporation will forthwith at their own expense and to the satisfaction of the Vendor or his agent for the time being fence off the land hereby conveyed from the adjoining land of the Vendor if and so far as the same is not now fenced off and will at all times hereafter maintain to the like satisfaction all fences between the land hereby conveyed and the said adjoining land of the Vendor.
- 3 (09.04.2015) The land is subject to the lease set out in the schedule of leases hereto.

### Schedule of notices of leases

09.04.2015 St Thomas More Catholic School

02.03.2015 WK477630 125 years from and including 1.3.2015

NOTE: The lease comprises also other land.

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

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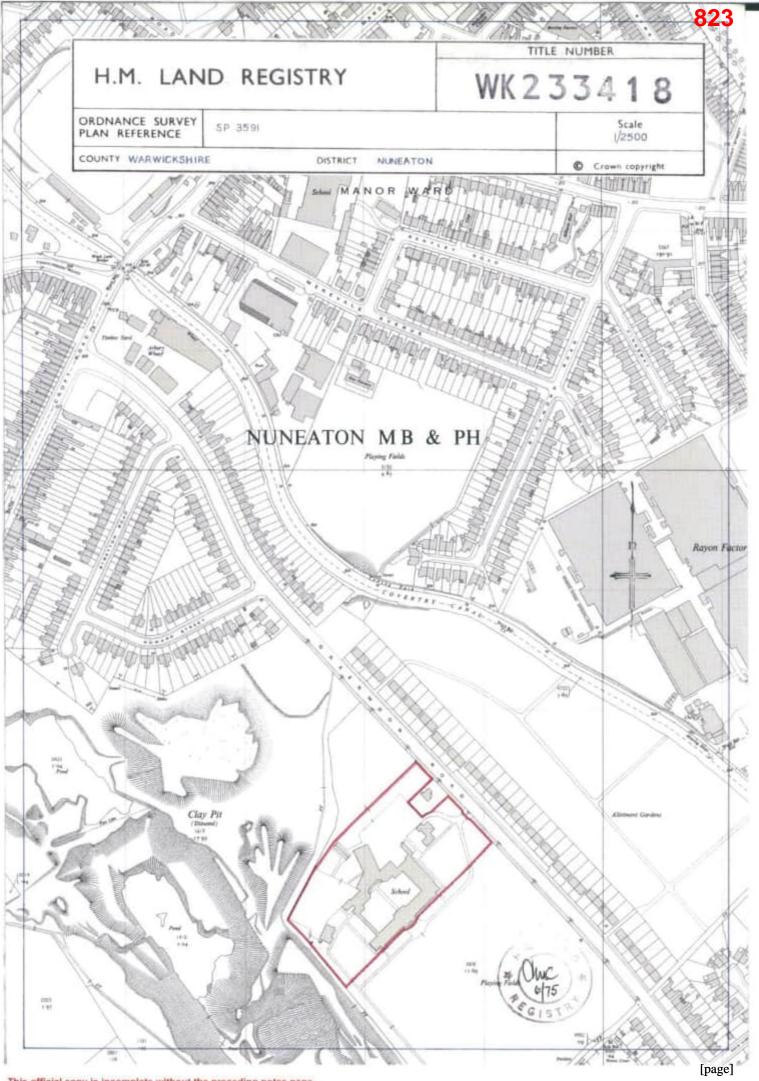
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This official copy is issued on 20 February 2019 shows the state of this title plan on 20 February 2019 at 13:22:26. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general 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.

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### Title number WK461748

Edition date 09.10.2013

This official copy shows the entries on the register of title on 20 FEB 2019 at 12:36:01.

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Issued on 20 Feb 2019.

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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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- 1 (05.09.2011) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being All Saints C Of E Primary School & Nursery, Knebley Crescent, Nuneaton (CV10 7AT).
- 2 (05.09.2011) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 (05.09.2011) The land has the benefit of the rights granted by a Deed of Grant dated 1 March 1972 made between (1) The Mayor Aldermen And Burgesses Of The Borough Of Nuneaton and (2) The Warwickshire County Council.

-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 (09.10.2013) PROPRIETOR: COVENTRY DIOCESAN BOARD OF EDUCATION of Coventry DBE Offices, The Benn Education Centre, Claremont Road, Rugby CV21 3LU.
- 2 (09.10.2013) The value as at 9 October 2013 for the land in this title and in WK163165 was stated not to exceed £500,000.
- 3 (09.10.2013) RESTRICTION: No disposition by the proprietor of the registered estate to which section 117-121 or section 124 of the Charities Act 2011 applies is to be registered unless the instrument contains a certificate complying with section 122(3) or section 125(2) of that Act as appropriate.
- 4 (09.10.2013) 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.

# C: Charges Register

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

- (05.09.2011) A Conveyance of the land tinted pink on the filed plan and other land dated 25 March 1914 made between (1) Francis Alexander Newdigate Newdegate (2) Charles John Rowley and John Henry Monckton and (3) Frederick Povey Harper (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- (05.09.2011) A Conveyance of the land in this title and other land dated 29 October 1938 made between (2) Henry Hollingdrake Maddocks And Others (Vendor) and (3) Albert Redvers West (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- (05.09.2011) A Conveyance of the land tinted blue on the title plan and other land dated 5 October 1951 made between (1) The Mayor Aldermen And Burgesses Of The Borough Of Nuneaton and (2) The Warwickshire County Council contains covenants details of which 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 Conveyance dated 25 March 1914 referred to in the Charges Register:-

COVENANT by the Purchaser for himself his heirs and assigns (and so as to bind not only himself his heirs executors administrators and assigns but also (so far as might be) the said hereditaments thereby conveyed and the successive owners and tenants thereof but so that as regard any restrictive condition the Purchaser and any subsequent owner of the said hereditaments should be personally liable only for breaches occurring during his ownership of the part of the said hereditaments in respect of which said breaches respectively should be committed thereby) with the Life Tenant his successors in Title and assigns that the Purchaser his heirs and assigns would at all times thereafter observe and perform the conditions and stipulations contained in the first Schedule thereto

### THE FIRST SCHEDULE referred to

- 1. The Purchaser should within 2 months after being let into possession of the land purchased by him make and forever afterwards maintain substantial and sufficient boundary fences to the land on the sides marked 'T' on the plan within the boundary In case any fence should not be duly made and maintained the owner or owners for the time being of the land immediately adjoining the land thereby conveyed might enter upon such land and make or repair such fence and recover the expenses thereby incurred from the Purchaser. In case of dispute the question should be referred to and determined by the Surveyor for the time being of the Vendor whose decision as to any such fence should be conclusive
- 2. No fence should be used as an advertising station or so constructed or used as to be condemned by the Surveyor for the time being of the Vendor as a nuisance or an injury to the owners of the adjoining land
- 3. No part of any building erected on the land should be erected nearer to the highway than 45 feet of the said main road shewn on the said plan
- 4. Any house erected on the land should front the road and if detached be of the value of £350 if semi detached of the value of £600 per pair The value of any house should be the amount of its net first cost in materials and labour of construction only estimated at the lowest current prices

### Schedule of restrictive covenants continued

- No hut caravan house on wheels or other chattel adapted or intended for use as a dwelling or sleeping apartment nor any booths shows swings or roundabouts should be erected made placed or used or be allowed to remain upon the land and the Vendor or the owner or owners of the adjoining land might remove and dispose of any such erection or other thing and for that purpose might enter upon the land and should not be responsible for the safe keeping of anything so removed or for the loss thereof or any damage thereto
- 6. No part of the land nor any building to be erected thereon should be used for any noisy or offensive trade nor for the trade of a Licensed Victualler or of any retailer of wine spirits or beer to be consumed either on or off the premises or for the purposes of a Working Mens Club
- No gravel sand earth or other material should be excavated from the land except for the purpose of foundations or for the use in building thereon.

NOTE: No copy of the plan referred to was lodged on first registration.

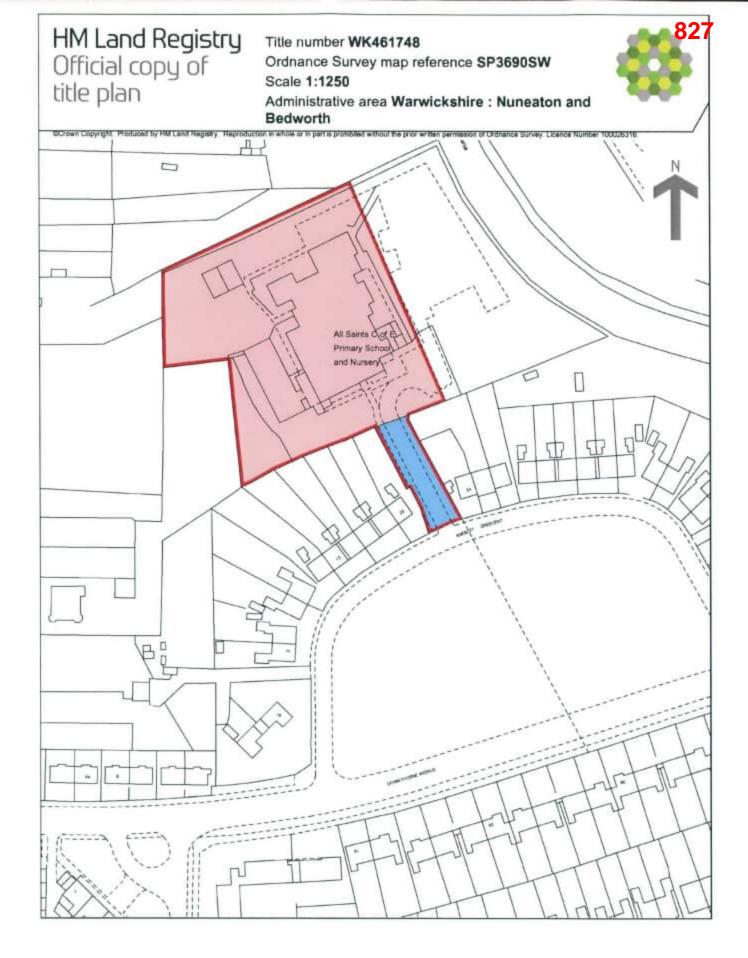
The following are details of the covenants contained in the Conveyance dated 29 October 1938 referred to in the Charges Register:-

"The Purchaser hereby covenants with the Vendors and as a separate covenant with the Vendors and any person or persons to whom the benefit of this covenant shall for the time being be assigned and as a separate covenant with the Vendors and their successors in title the owners or occupiers for the time being of the Arbury Estate in the County of Warwick or the part thereof for the time being remaining unsold so as to bind the land hereby conveyed into whosoever hands the same may come that the Purchaser and the persons deriving title under him will not at any time hereafter erect upon the land hereby conveyed to the west of the green line drawn on the said plan any buildings consisting of less than two storeys but this shall not apply to any garage or usual outbuildings for use in connection with the main building to the intent that the said restrictive covenant shall enure for the benefit of and be enforceable by (1) the Vendors (2) any person or persons to whom the benefit of this covenant shall from time to time be assigned and (3) the owner and occupier for the time being of any part of the said Arbury Estate for the time being remaining unsold or otherwise undisposed of which the said restrictive covenant may touch or concern and shall be annexed to the said Arbury Estate or such part thereof as aforesaid Provided that nothing herein contained shall operate to impose restrictions on the manner in which the Vendors or their successors in title may deal with the whole or any part of the said Arbury Estate for the time being remaining unsold or undisposed of or be otherwise deemed to create a building scheme for the said Estate or any part thereof."

NOTE: The land in this title lies to the west of the green line referred to.

The following are details of the covenants contained in the Conveyance dated 5 October 1951 referred to in the Charges Register:-

"The Council hereby further covenant with the Corporation that no building shall be erected on the piece of land hereby conveyed or any part thereof which may cause more noise smoke dirt disagreeable odours or noxious vapours than would be caused by the user of the same building as a private dwellinghouse nor for any purpose which may be or become a nuisance annoyance or detrimental to the neighbourhood.





### Title number WK409218

Edition date 01.10.2015

- This official copy shows the entries in the register of title on 20 February 2019 at 12:40:31.
- 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 20 February 2019.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title, see www.gov.uk/land-registry.
- 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.

### WARWICKSHIRE : NUNEATON AND BEDWORTH

- (18.07.2003) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land to the South of Tuttle Hill, Camp Hill, Nuneaton.
- 2 (18.07.2003) As to the part tinted yellow on the title plan the mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 (21.10.2003) The land has the benefit of the rights granted by a Transfer of adjoining land dated 4 August 1992 made between (1) The Warwickshire County Council and (2) Eric John Foster.

The Transfer also contains covenants.

NOTE: Copy filed.

- 4 (06.04.2004) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 5 (06.04.2004) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered WK414237 in green on the title plan and other land dated 27 February 2004 made between (1) The Warwickshire County Council and (2) Pride in Camp Hill Limited.

NOTE: Copy filed under WK414237.

6 (05.01.2011) A Transfer of the land edged and numbered WK459320 in green on the title plan dated 23 December 2010 made between (1) Warwickshire



County Council and (2) Cameron Homes Limited contains a provision relating to the creation of easements as therein mentioned.

NOTE: Copy filed under WK459320.

# 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 (18.07.2003) PROPRIETOR: THE WARWICKSHIRE COUNTY COUNCIL of P.O.Box 9, Shire Hall, Warwick, CV34 4RR.
- 2 (18.07.2003) The value stated as at 18 July 2003 was £1,000,001.
- (18.07.2003) A Conveyance of the land edged blue on the title plan and other land dated 29 May 1956 made between (1) Albert Chidlow (the Vendor) and (2) The Warwicshire County Council (the Council) contains Purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

# Schedule of personal covenants

The following are details of the personal covenants contained in the Conveyance dated 29 May 1956 referred to in the Proprietorship Register:-

"THE Council hereby covenant with the Vendor that they the Council will forthwith erect and for ever thereafter maintain to the satisfaction of the Vendor or his agents a substantial boundary fence along the north-eastern boundary of the piece of land hereby conveyed between the points marked "A"-"B" on the said plan.

NOTE: Copy plan filed.

# C: Charges register

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

(18.07.2003) The land edged blue on the title plan is subject to the following rights granted by a Deed of Grant dated 26 August 1950 made between (1) Albert Chidlow (Grantor) and (2) Reuben John Lovell (Grantee):-

"FULL right and liberty for the Grantee and his successors in title to lay a drain from the property of the Grantee under the land of the Grantor in the position and in accordance with the plan hereto annexed and to connect the same with the existing sewer shown on the said plan TOGETHER with the right at all reasonable times to enter upon the land of the Grantor for the purpose of laying such drain and making necessary connections and also for the purpose of repairing and maintaining such drain and connections the Grantee making good at his own expense all damage or disturbance which may be caused at any time hereafter to the property of the Grantor."

NOTE 1: The drain referred to above is shown by a blue line on the plan to

# C: Charges register continued

a Conveyance dated 29 May 1956 made between (1) Albert Chidlow and (2) The Warwickshire County Council.

NOTE 2: Copy plan to Conveyance dated 29 May 1956 filed.

2 (18.07.2003) The land tinted pink on the title plan is subject to the rights as mentioned in a Conveyance dated 9 June 1954 made between (1) The Mayor Aldermen and Burgesses of the Borough of Nuneaton and (2) Warwickshire County Council. The said Deed also contains covenants.

NOTE: Copy filed.

(18.07.2003) The land tinted blue on the title plan is subject to the rights as mentioned in a Conveyance dated 12 July 1954 made between (1) Gladys Winifred Mary Hawker, Patrick Cavigan Hawker and Harry Austral Ryley and (2) The Warwickshire County Council. The said Deed also contains covenants.

NOTE: Copy filed.

4 (21.10.2003) The land is subject to the rights granted in a Deed of Grant dated 22 June 1973 made between (1) The Warwickshire County Council and (2) K. Phillips Limited.

NOTE: Copy filed.

- (29.04.2005) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto. The leases grant and reserve easements as therein mentioned.
- 6 (19.12.2007) The lease dated 12 November 2007 of an Elctricity sub-station made between (1) Warwickshire County Council and (2) Central Networks East plc referred to in the schedule of leases hereto contains covenants by the landlord.
- 7 (02.03.2015) The land is subject to the rights granted by a Transfer of the land edged and numbered WK477082 in green on the title plan dated 26 February 2015 made between (1) Warwickshire County Council and (2) Birmingham Roman Catholic Diocesan Trustees Registered.

NOTE: - Copy filed under WK477082.

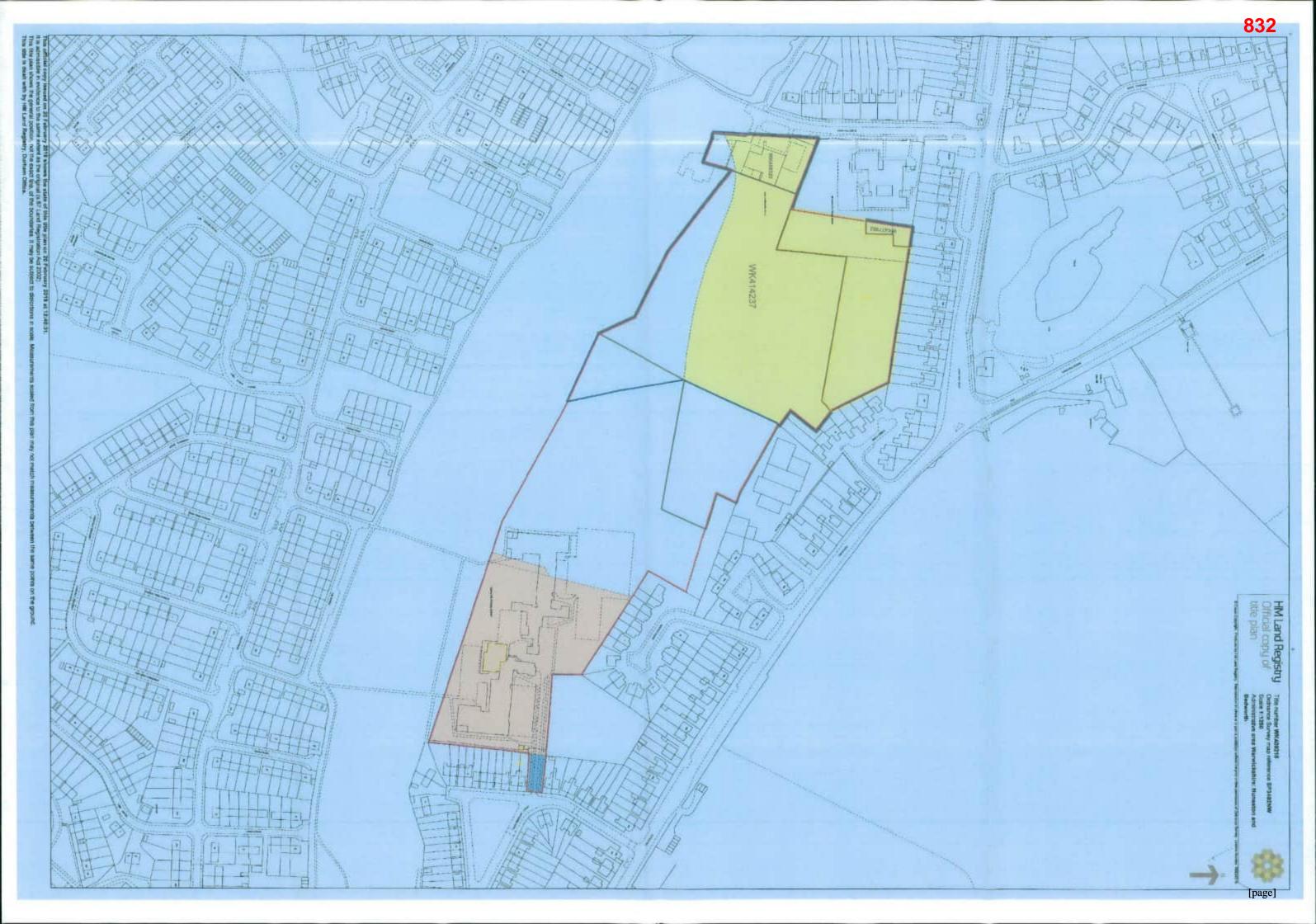
## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	29.04.2005 edged and numbered 1 in yellow	Holly Berries Nursery, part of buildings at Camp Hill Primary School Campus	18.02.2005 From 1.9.2003 until 31.8.2013	WK421599
2	19.12.2007 edged and numbered 2 in yellow	Electricity sub-station	12.11.2007 21 years from 12.11.2007	WK440065
	NOTE: See entry covenants.	in the Charges Register rela	ting to landlord	ks restrictive



# Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
3	01.10.2015 Edged and numbered 3 in yellow	Land at St Anne's RC Primary School	02.03.2015 125 years from 1.3.2015	WK480568





### Title number WK170501

Edition date 26.11.1993

This official copy shows the entries on the register of title on 20 FEB 2019 at 12:42:14.

This date must be quoted as the "search from date" in any official search application based on this copy.

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Issued on 20 Feb 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- 1 (26.10.1971) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the South of Gipsy Lane, Nuneaton.
- 2 (08.10.1991) The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 3 (08.10.1991) The land has the benefit of the following rights reserved by the Transfer dated 25 September 1991 referred to in the Charges Register:-

"Until the same shall become a highway maintainable at the public expense the right for the Vendor and its successors in title and all persons authorised by it with or without vehicles at all times and for all purposes to pass and repass over the road and footways constructed on the property from Gipsy Lane to the Retained land or any part thereof."

NOTE: -The property referred to is the land transferred and the retained land referred to comprises the land in this title and other land.

## 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 (26.10.1971) Proprietor(s): THEWARWICKSHIRECOUNTY COUNCIL of Shire Hall, Warwick.
- 2 (26.10.1971) RESTRICTION: -Except under and order of the Registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Local Government Act 1933 and Education Acts 1944-1968 or some other Act or authority.

# C: Charges Register

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

- The land is subject to such restrictive covenants as may have been imposed thereon before 3 March 1952 and are still subsisting and capable of being enforced.
- (08.10.1991) The land is subject to the following rights granted by a Transfer of the land edged and numbered WK310286 in green on the filed plan dated 25 September 1991 made between (1) The Warwickshire County Council and (2) K B Benfield Group Holdings Limited:-

"Until the same shall become adopted and maintainable at the public expense the right to the free passage of foul and surface water drainage through the sewers and drains the approximate position whereof is shown by brown and green lines on the plan together with the right to enter upon the Retained Land with workmen plant and equipment for the purpose of repairing maintaining and cleansing the said sewers and drains causing as little damage and disturbance as reasonably possible to the Vendor and the Retained Land and making good all physical damage thereby occasioned."

NOTE: - The brown and green lines referred to are shown by brown and blue lines respectively on the filed plan.

3 (26.11.1993) The parts of the land affected thereby are subject to rights in respect of a surface water sewer within the strip of land edged blue on the filed plan granted by a Deed dated 19 November 1993 made between (1) The Warwickshire County Council and (2) Severn Trent Water Limited.

The said deed also contains covenants affecting the said land.

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

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

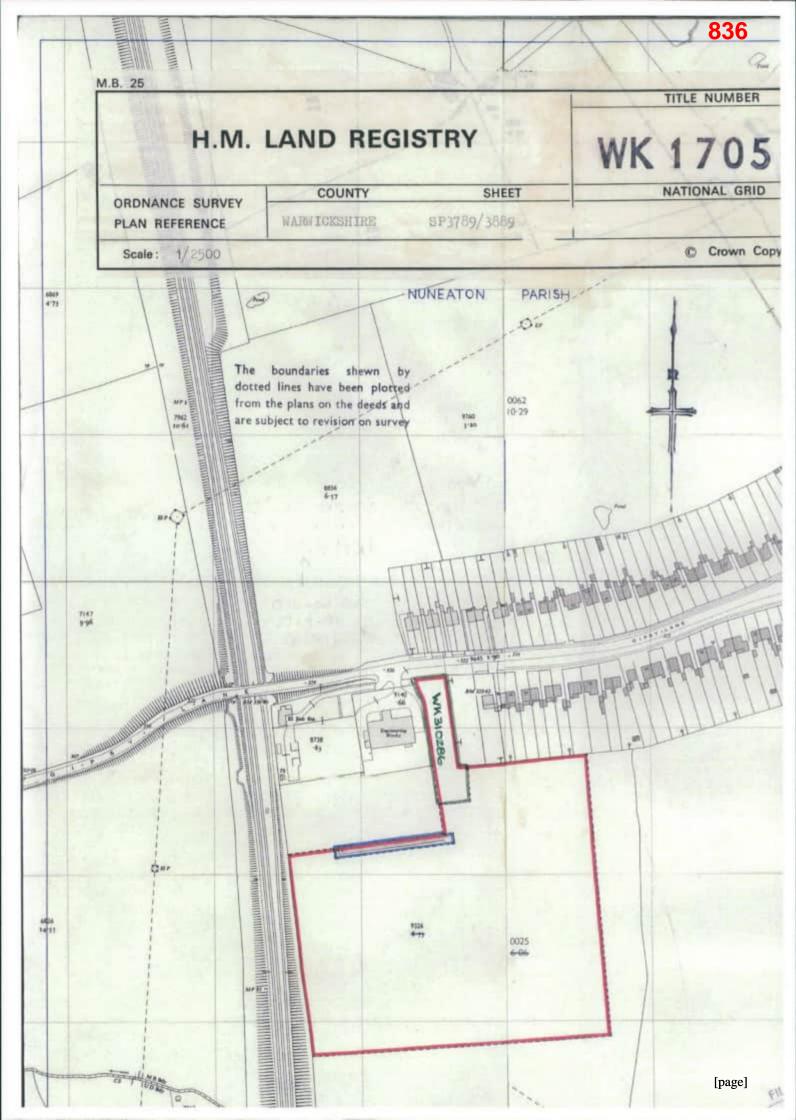
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

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This official copy is issued on 20 February 2019 shows the state of this title plan on 20 February 2019 at 12:42:14. 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.

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### Title number WK393091

Edition date 09.07.2018

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- 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 20 February 2019.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title, see www.gov.uk/land-registry.
- 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.

### WARWICKSHIRE : NUNEATON AND BEDWORTH

- 1 (02.04.2001) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land at Judkins Quarry, Tuttle Hill, Nuneaton.
- 2 (02.04.2001) The land tinted pink and tinted blue on the filed plan has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance thereof and other land dated 7 April 1925 made between (1) Reginald Brooks Townshend (the Owner) (2) Frank Reginald Hucklesby (Vendor) and (3) James Hughes (Purchaser):-

"The rights and easements specified in the Second part of the First Schedule There were reserved unto the owner his heirs and assigns the rights and easements specified in the Second Schedule thereto

THE FIRST SCHEDULE above referred to

### PART II

(1) Full right and liberty for the Purchaser his heirs executors administrators and assigns the owner or occupiers of the hereditaments thereby conveyed or any part thereof and their respective servants and licensees (in common with all or persons having from time to time the right to use the roadways thereinafter mentioned) at all times thereafter by day or by night and for all purposes with or without horses carts carriages wagons or other vehicles whether drawn or self propelled and whether laden or unladen to go pass and repass and to drive cattle sheep and other animals along over and upon the roadways leading from the Nuneaton and Atherstone road and the roadway leading from Weddington Lane to the said hereditaments thereby conveyed which roadways were coloured brown on the said plan



(2) All such quasi-easements or rights of way drainage or water course or other rights in the nature of easements then or usually enjoyed in connection with the said hereditaments thereby conveyed over or under any other land or hereditaments then or lately belonging to the Owner (whether adjoining or not) in the same manner as the same were then enjoyed

THE SECOND SCHEDULE above referred to

Particulars of the rights and easements reserved by the above written Indenture and of the lands in respect whereof they were respectively so reserved

1. All such quasi-easements or rights of way drainage or water course or other rights in the nature of easements then or usually enjoyed over or under all or any of the lands or hereditaments specified in the First part of the First Schedule above written by or in respect or for the benefit of any other land or hereditaments whether adjoining or not) then or lately belonging to the owner each such right to be annexed to and to be used and enjoyed by the Owners and occupiers of the land or hereditaments in respect whereof the same was then enjoyed in the same manner as the sum was then enjoyed."

NOTE: The roadways coloured brown referred to are cross hatched brown on the filed plan.

3 (02.04.2001) There are excluded from the registration of the land edged and numbered 6 in blue on the filed plan the mines and minerals excepted by the Conveyance dated 10 July 1942 referred to in the Charges Register in the following terms:-

EXCEPT AND RESERVED to the persons or person entitled thereto all mines and minerals in or under the said lands (other than such of the minerals as can be got or worked by quarrying from the surface under the said land) and full powers of working and getting the same by underground workings only without entering upon the surface of the lands but without any obligation on the part of the Vendor or any other person to pay compensation for any damage or injury thereby occasioned but with full right and liberty to the Purchaser and its successors in title to work get and carry away such of the mines and minerals under the said lands as can be got or worked by quarrying from the surface.

4 (02.04.2001) The land tinted pink on the filed plan has the benefit of the following rights granted by a Conveyance thereof dated 21 September 1960 made between (1) George Russell Hughes (Vendor) and (2) John Peake (Mortgagee) and (3) James Hughes (Purchaser):-

"Together with the right for the Purchaser and his successors in title owners and occupiers for the time being of the property hereby conveyed to lay and maintain water pipes and subterranean conductors of electricity over and under the adjoining land of the Vendor between the property hereby conveyed and Hill Farm the person or persons exercising such rights doing as little damage as possible and making good any cause by the exercise of this right.

(02.04.2001) The land tinted mauve on the filed plan has the benefit of the rights granted by but is subject as mentioned in a Conveyance thereof dated 26 September 1968 made between (1) Joseph Henry Sparkes and (2) Judkins Limited (Purchaser) in the following terms:-

"TOGETHER WITH a right of way for the Purchaser and its successors in title owners and occupiers for the time being of the dwellinghouse number 34 Stoney Road aforesaid over and along the pathway coloured brown on the said

plan to and from the water closet and outbuilding numbered 34 on the said plan and thereon edged green and also a right of user of the said water closet and outbuilding the Purchaser and its successors in title as aforesaid keeping the same in repair and properly cleansed TOGETHER ALSO with the right for the free passage of water soil and other matters as now used and enjoyed from the properties hereby conveyed through any drains now existing or hereafter substituted therefor in or under the land occupied by the dwellinghouse number 32 Stoney Road aforesaid and TOGETHER ALSO with but subject to all rights of way light drainage and other easements and quasi easements if any as now used and enjoyed or intended so to be by the property hereby conveyed in common with the adjoining and neighbouring properties and subject in particular to the right of the owners for the time being of the properties numbers 20 22 24 26 28 30 and 32 Stoney Road aforesaid and all persons authorised by them to use for all reasonable purposes in connection with the use and enjoyment of the said properties the paved footpath coloured blue on the plan annexed hereto on payment of a proportionate part of the expense of keeping such footpath in repair."

NOTE: No copy of the deed referred to is held by Land Registry.

6 (02.04.2001) There are excluded from the registration of the land edged and numbered 3 in blue on the filed plan the mines and minerals and the ancillary rights excepted and reserved by a Conveyance thereof dated 12 May 1977 made between (1) Albert Sydney Thomas Thompson and Ida Margaret Thompson (Vendors) and (2) Amey Roadstone Corporation Limited (Purchaser) in the following terms:-

"EXCEPT AND RESERVING unto the Vendors in fee simple the property and rights specified in the Second Schedule hereto

THE SECOND SCHEDULE

Property and rights excepted and reserved.

ALL mines quarries minerals and mineral substances whatsoever whether opened or unopened within and under the said land hereby conveyed together with full powers for the Vendors and their assigns and their lessees and agents and all persons authorised by them with workmen and others from time to time and at all times hereafter to search for win work get and carry away by means of surface or underground working or operations the said mines quarries minerals and mineral substances hereby excepted and reserved and any like mines quarries minerals and mineral substances in upon or under any adjacent or other land and with full powers for those purposes to withdraw vertical and lateral support from the surface of the land hereby conveyed and from any buildings or works now or hereafter erected thereon notwithstanding any subsidence or other injury or damage that may thereby be occasioned to the said land or any buildings or works as aforesaid or any other injury or damage or loss whatsoever arising whether directly or indirectly from any such workings or operations as aforesaid which may be sustained by the Purchaser or its successors in title so nevertheless that the person or persons actually working under or by virtue of the powers aforesaid shall pay to the Purchaser or other the owner or occupier for the time being of the said land reasonable compensation for or in respect of any injury or damage to be thereby occasioned to any buildings or works now or hereafter erected on the said land such compensation to be fixed if the parties cannot agree by a single arbitrator to be agreed upon between them or in case of their not being able to agree upon such arbitrator then by two disinterested persons as arbitrators (one to be chosen by each party) or their umpire and any such arbitration shall so far as applicable be governed by the provisions of the arbitration act 1950 or any statutory modification or re-enactment thereof for the time being in force"



- 7 (02.04.2001) The Conveyance dated 12 May 1977 referred to above contains the following provision:-
  - "It is hereby agreed and declared that the Purchaser shall not be or become entitled by implication or general words to any right or easement over the adjoining lands of the Vendors which might in any way prejudice or restrict the free use thereof for building or any other purpose"
- 8 (02.04.2001) The Conveyance dated 12 May 1977 referred to above is expressed to grant the following right:-
  - "A right of way at all times and for all purposes in connection with the use of the said land for any purposes over so much of the strip of land Fifteen feet wide from the point marked X on the said plan to the boundary of the said land as belongs to the Vendors".
  - NOTE: The point X referred to is reproduced on the filed plan.
- 9 A Transfer of the land edged and numbered 4 in blue on the filed plan dated 10 August 1988 made between (1) James Hughes (Transferor) and (2) ARC Limited (Transferee) contains the following provision:-
  - "It is hereby agreed and declared that the Transferee shall not be or become entitled by implication or general words to any right or easement over the adjoining and adjacent lands retained by the Transferor"
- 10 (02.04.2001) The land tinted pink and tinted blue on the filed plan has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance and Transfer both dated 21 October 1991 referred to in the Charges Register:-
  - "Together with the benefit of the rights contained in the First Schedule hereto reserving to the Vendor the rights contained in the Second Schedule hereto

### THE FIRST SCHEDULE

- 1. A right (so far as the Transferor is able to grant the same) for the Transferees or the Transferees successors in title owners and occupiers for time being of the Property at all reasonable times with or without horses carts or motor vehicles in common with the Transferor and the Transferors successors in title owners or occupiers for the time being any part of the Transferor's Retained Land and all others with the like right to pass and re-pass along the road or way between the points marked 'A' and 'B' and coloured blue on the Plan subject to the contribution on demand by the Transferor or the Transferor's successors in title of a fair proportion according to user of the costs and expenses incurred by the Transferor or the Transferor's successors in title in maintaining and repairing the said road coloured blue on the Plan
- 2. The right to use for all purposes connected with the Property the water supply pipe laid under the adjoining land which now serves the Property with power to enter the adjoining land at all reasonable times upon giving reasonable notice (except in emergency) for the purposes of renewing maintaining inspecting reinstating or cleaning the same making good any damage occasioned in the exercise of this right

### THE SECOND SCHEDULE

1. The right for the Transferor and the Transferor's successors in title owners or occupiers for the time being of any part of the Transferor's Retained Land their agents and invitees and all others with a like right at

all times and for all purposes with or without horses carts or motor vehicles to pass and repass along the road or way between the points marked 'C' and 'D' and coloured green on the Plan

 The Transferees shall not be entitled to any right or easement or light or air or otherwise which would restrict or in any way interfere with the free user building or for any other purpose of any adjoining or neighbouring property.

NOTE: The road or way coloured blue and green are hatched brown and cross hatched blue respectively on the filed plan and points A, B, C and D have been reproduced.

- (02.04.2001) There are excluded from the registration of the land tinted pink and tinted blue on the filed plan the mines and minerals excepted by the Transfer dated 1 July 1997 referred to in the Charges Register.
- 12 (02.04.2001) The Transfer dated 1 July 1997 referred to above contains a provision as to light or air.
- 13 (02.04.2001) The mines and minerals together with ancillary powers of working are excepted as to the land tinted yellow and edged and numbered 5 in blue and hatched mauve on the filed plan with provision for compensation in the event of damage caused thereby.
- 14 (02.04.2001) There are excluded from this registration the mines and minerals excepted by a Conveyance of the said minerals under the land edged and numbered 3 in blue on the filed plan dated 28 May 1996 made between (1) Joan Horton and (2) ARC Limited.

NOTE: Copy filed.

- 15 (25.01.2007) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- (25.01.2007) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered WK433689 in green on the title plan dated 16 December 2005 made between (1) Waste Recycling Group (Central) Limited and (2) Helen Louise Farrant and Gary Martin Jones.

NOTE: Copy filed under WK433689.

# 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 (02.04.2001) PROPRIETOR: WASTE RECYCLING GROUP (CENTRAL) LIMITED (Co. Regn. No. 4000033) of 3 Sidings Court, White Rose Way, Doncaster, DN4 5NQ.
- 2 (02.04.2001) The price stated to have been paid on 31 January 2001 was £1,185,490.
- 3 (02.04.2001) RESTRICTION: Except under an order of the registrar no Transfer, Assent or Lease by the registered proprietor or by the proprietor of any registered charge is to be registered unless a certificate is



# B: Proprietorship register continued

furnished by the solicitor to the current registered proprietor that clauses 13.5 and 13.6 to the Transfer dated 31 January 2001 referred to in the Charges Register have been complied with.

- 4 (01.02.2007) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed on behalf of Infinis Limited (Company number 5719060) of First Floor West, 500 Pavilion Drive, Northampton, NN4 7YJ (or its conveyancer) that the provisions of clause 4(iv) of a Lease dated 3 October 2006 and made between (1) Waste Recycling Group (Central) Limited (2) Infinis Limited have been complied with.
- (09.07.2018) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be completed by registration without a written consent signed by the proprietor for the time being of the Charge in the security agreement dated 18 June 2018 in favour of GLAS Trustees Limited (as trustee for each of the other Secured Parties referred to in that security agreement) referred to in the Charges Register or its conveyancer.

# C: Charges register

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

1 (02.04.2001) The parts of the land affected thereby are subject to the rights granted by a Deed dated 31 December 1900 made between (1) Colonel Edward Thomas Davenant Cotton-Jodrell and (2) The Urban District Council of Nuneaton and Chilvers Coton.

NOTE 1: No copy of the plan to the said Deed was supplied on first registration

NOTE 2: Copy filed.

- (02.04.2001) The land edged and numbered 1, 2 and 4 in blue on the filed plan is subject to the right to lay and maintain a sewer or pumping main 18 inches in diameter land works ancillary thereto in the approximate position shown by a brown broken line on the filed plan and rights of entry in connection therewith granted by a Deed dated 1 March 1901 made between (1) George Marshall Turner, George Edward and Thomas Satchwell James (2) Selina Swinden and Mathanna Standbridge and (3) The Urban District Council of Nuneaton and Chilvers Coton.
- (02.04.2001) The land tinted pink and tinted blue on the filed plan is subject to the following rights reserved by a Conveyance thereof and other land dated 7 April 1925 made between (1) Reginald Brooks Townshend (the Owner) Frank Reginald Hucklesby (Vendor) and (3) James Hughes (Purchaser):-

"THERE are reserved unto the owner his heirs and assigns the rights and easements specified in the Second Schedule hereto (so far as the same respectively have not been already created by Conveyance to other purchasers from the Vendor) such rights and easements respectively to be annexed and appurtenant to the lands by the owners and occupiers whereof such rights and easements respectively are to be exercisable or enjoyed.

THE SECOND SCHEDULE above referred to

Particulars of the rights and easements reserved by the above written

Indenture and of the lands in respect whereof they are respectively so reserved

- 1. All such quasi easements or rights of way drainage or water course or other rights in the nature of easements now or usually enjoyed over or under all or any of the lands or hereditaments specified in the First part of the First Schedule above written by or in respect or for the benefit of any other land or hereditaments whether adjoining or not) now or lately belonging to the Owner each such right to be annexed to and to be used and enjoyed by the Owners and occupiers of the land or hereditaments in respect whereof the same is now enjoyed and in the same manner as the same is now enjoyed.
- 2. To all right and liberty for the Owner his heirs executors administrators and assigns the owner or occupiers of the hereditaments known as Spring Wood (marked 26 on the said plan) and their respective servants and licensees (in common with all other persons having from time to time the right to use the roadway hereinafter mentioned) at all times hereafter by day or by night and for all purposes (including the drawing of timber) with or without horses carts carriages wagons or other vehicles whether drawn or self propelled and whether laden or unladen to go pass and repass and to drive cattle sheep and other animals along over and upon the roadway Nod. 25 delineated on the said plan between the points marked A and C for the purpose of obtaining access to Weddington Lane."

NOTE: Points "A" and "C" on the roadway nod. 25 referred to are reproduced on the filed plan.

- (02.04.2001) The land edged and numbered 1 and 2 in blue on the filed plan is subject to the right to lay and maintain a 21 inch sewage pumping main and works ancillary thereto in the approximate positions shown by a brown broken line on the filed plan and rights of entry in connection therewith granted by a Deed dated 30 November 1927 made between (1) Nuneaton Co-Operative Society Limited and (2) Nuneaton Corporation.
- 5 (02.04.2001) The parts of the land affected thereby are subject to the rights granted by a Deed dated 27 April 1928 made between (1) Thomas Winfield Sands and Charles Mayer and (2) Nuneaton Corporation.
  - NOTE 1: No copy of the plan to the said Deed was supplied on first registration
  - NOTE 2: Copy filed.
- 6 (02.04.2001) A Conveyance of the land edged and numbered 6 in blue on the filed plan dated 10 July 1942 made between (1) James Edward Palmer-Tomkinson (Vendor) and (2) Judkins Limited (Purchaser) contains the following covenants:-

The Purchaser hereby covenants with the Vendor that the Purchaser will not at any time hereafter in quarrying for the mines and minerals included in this conveyance or otherwise withdraw or endanger support to any of the Vendor's land adjoining the lands hereby assured or any buildings or building now or hereafter erected thereon.

7 (02.04.2001) A Conveyance of the land edged and numbered 7 in blue on the filed plan dated 30 June 1948 made between (1) Winifred Stella Walpole-Brown (Vendor) and (2) Judkins Limited (Company) contains the following covenants:-

For the benefit of the Vendor's adjoining and adjacent land comprising the remainder of Canal Farm aforesaid and to the intent that the following



covenants shall run with the land hereby conveyed into whosesoever hands the same may come but so that the Company shall not be personally liable for a breach of this covenant occuring on or in respect of the property hereby conveyed or any part thereof after it shall have parted with all interest therein the Company hereby covenants with the Vendor that the Company and its successors in title will at all times hereafter observe and perform the following covenants:-

- (1) That the land hereby conveyed or any part thereof shall not at any time be used for the purpose of licensed premises or for the sale or consumption of wine beer ale spirits or other intoxicating liquors nor shall the said land be used or permitted to be used for any noxious or offensive trade business or occupation nor in any manner which may be or grow to be a detriment to the adjacent property of the Vendor.
- 8 (02.04.2001) An Agreement dated 16 May 1955 made between (1) The British Transport Commission and (2) Judkins Limited relates to the taking of water from the Coventry Canal upon the terms and conditions therein mentioned.

NOTE: Copy filed.

9 (02.04.2001) An Agreement dated 29 May 1975 made between (1) The British Waterways Board and (2) Amy Roadstone Corporation Limited relates to the taking of water from the Coventry Canal upon the terms and conditions therein mentioned.

NOTE: Copy filed.

(02.04.2001) A Conveyance and a Transfer together comprising the land tinted pink and tinted blue on the filed plan and other land both dated 21 October 1991 and both made between (1) James Hughes (Vendor) and (2) Dean Roderick Moore and Jennifer Elizabeth Moore (Purchasers) contain the following identical covenants:-

"The covenants contained in the Third Schedule hereto so as to benefit the remainder of the land in the Vendors ownership into whosoever hands the same may come but not so as to render the Purchaser personally liable in damage for any breach of a restrictive covenant after they shall have parted with all interest in the land hereby conveyed

#### THE THIRD SCHEDULE

- Not to do nor to allow to be done on the Property anything which may be or grow to be a nuisance or annoyance to the Transferor or the Transferor's successors in title owners for the time being of the remainder or any part of the remainder of the land comprises in the Transferors title
- 2. To contribute on demand by the Transferor or the Transferor's successors in title a fair proportion according to user of the costs and expenses incurred by the Transferor or the Transferor's successors in title in maintaining and repairing the said road or way coloured blue on the said Plan."

NOTE: The road or way coloured blue referred to is hatched brown on the filed plan.

11 (02.04.2001) The land is subject to the rights granted by a Deed of Grant dated 6 November 1996 made between (1) ARC Limited and (2) James Hughes.

NOTE: Copy filed.

12 (02.04.2001) The land is subject to the rights granted by a Deed of Grant dated 26 November 1996 made between (1) ARC Limited and (2) Sandra Mary Sandon.

NOTE: Copy filed.

13 (02.04.2001) The land is subject to the rights granted by a Deed of Grant dated 17 December 1996 made between (1) ARC Limited and (2) Percy Richard White and others.

NOTE: Copy filed.

14 (02.04.2001) The land is subject to the following rights granted by a Deed of Grant dated 17 December 1996 made between (1) ARC Limited and (2) Jane Cox.

NOTE: Copy filed.

15 (02.04.2001) The land is subject to the rights granted by a Deed of Grant dated 21 March 1997 made between (1) ARC Limited and (2) Adrian Charles Wagstaff.

NOTE: Copy filed.

16 (02.04.2001) A Transfer of the land tinted pink and tinted blue on the filed plan dated 1 July 1997 made between (1) Dean Roderick Moore and Jennifer Elizabeth Moore and (2) Arc Limited contains restrictive covenants and reserves rights.

NOTE: Original filed under WK370726.

17 (02.04.2001) The land is subject to the rights granted by a Deed of Grant dated 9 October 1998 made between (1) ARC Limited and (2) Dean Roderick Moore and Jennifer Elizabeth Moore.

NOTE: Copy filed.

(02.04.2001) A Transfer of the land in this title dated 31 January 2001 made between (1) Judkins Limited, Boot's Granite Quarries Limited and Hanson Quarry Products Europe Limited and (2) Waste Recycling Group (Central) Limited contains restrictive covenants.

NOTE 1: A copy of the Grant of Easement dated 29 March 1870 referred to in the above Transfer is filed

NOTE 2: Copy filed.

- 19 (02.04.2001) The land is subject to the rights reserved by the Transfer dated 31 January 2001 referred to above.
- 20 (25.01.2007) A Licence of land adjoining the land edged and numbered WK433689 in green on the title plan dated 16 December 2005 made between (1) Waste Recycling Group (Central) Limited and (2) Helen Louise Farrant and Gary Martin Jones relates to use of the land as a paddock or garden.

NOTE: Copy filed.

21 (01.02.2007) The land is subject to the lease set out in the schedule of leases hereto.



22 (01.02.2007) The parts of the land affected thereby are subject to the rights granted by a Lease of a Gas Compound, Judkins Quarry dated 3 October 2006 referred to in the schedule of leases hereto.

NOTE: Copy lease filed under WK433819.

23 (20.02.2014) UNILATERAL NOTICE in respect of an Agreement for Lease dated 17 February 2014 made between (1) Waste Recycling Group (Central) Limited and (2) Crown Waste Limited.

NOTE: Copy plan filed.

- 24 (20.02.2014) BENEFICIARY: Crown Waste Limited of care of LDJ Solicitors of 29 Dugdale Street, Nuneaton, Warwickshire CV11 50N.
- 25 (09.02.2018) UNILATERAL NOTICE affecting the land coloured blue on the plan attached to the UN1 in respect of a right of compulsory purchase under The Network Rail (Nuneaton North Chord) order 2010.
- 26 (09.02.2018) BENEFICIARY: Network Rail Infrastructure Limited (Co Regn. No. 02904587) of 1 Eversholt Street, London NW1 2DN.
- 27 (09.07.2018) REGISTERED CHARGE contained in a Security Agreement dated 18 June 2018 affecting also other titles.

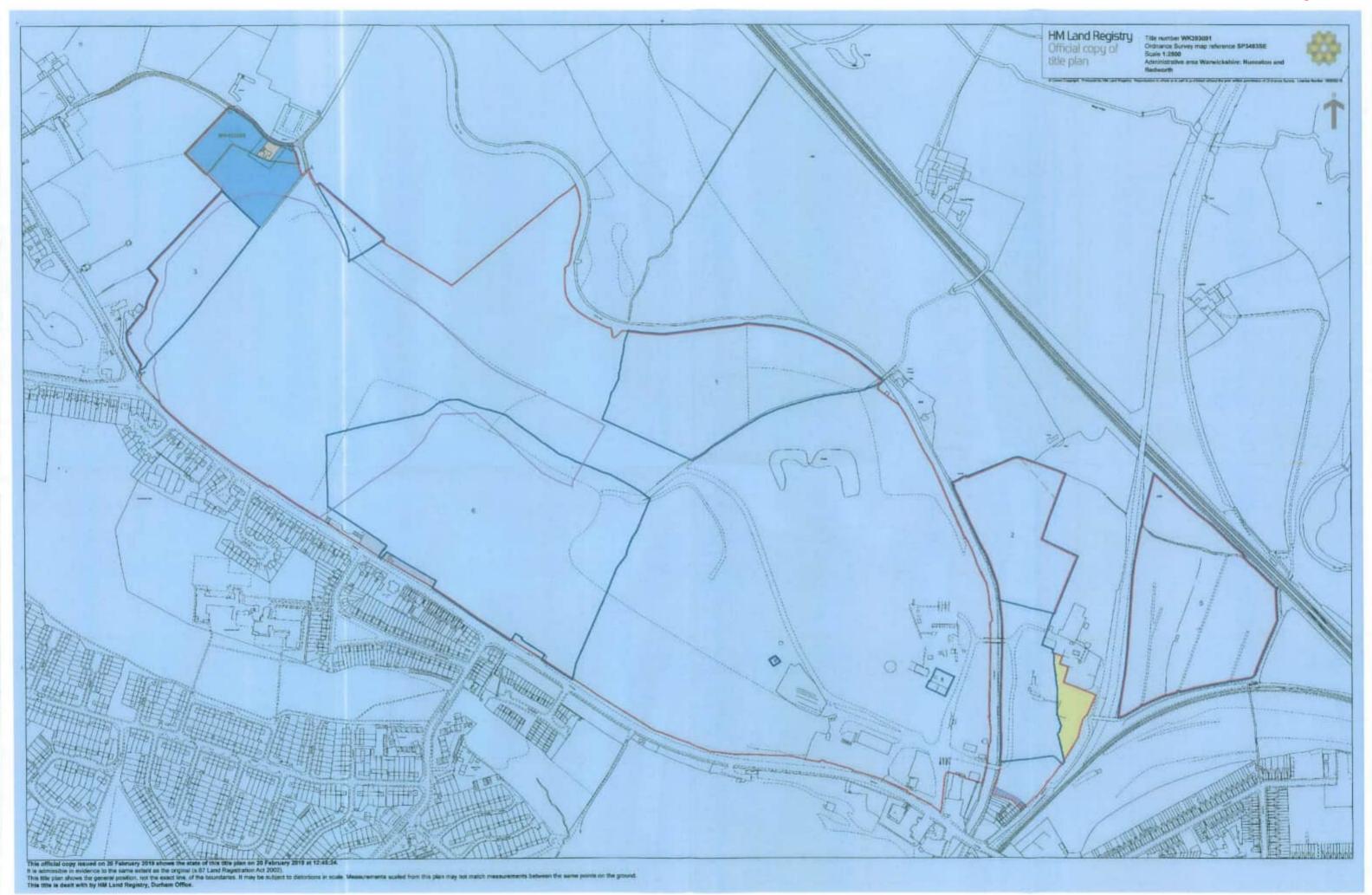
NOTE: Charge reference BK45594.

- 28 (09.07.2018) Proprietor: GLAS TRUSTEES LIMITED (Co. Regn. No. 08466032) of 45 Ludgate Hill, London EC4M 7JU.
- 29 (09.07.2018) The proprietor of the Charge dated 18 June 2018 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title	
1	01.02.2007 Edged and numbered 8 and 9 in blue	Gas Compounds, Judkin Wuarry	03.10.2006 From 16.05.2006 to and including 15.05.2036	WK433819	
	NOTE: See entry in the Charges Register relating to the rights granted by this lease				
2	09.06.2017 Edged Mauve	land at Judkins Landf Site,	ill 02.06.2015 25 years from 2 June 2015	WK490783	

## End of register





# Official copy of register of title

#### Title number WK424955

Edition date 10.07.2008

This official copy shows the entries on the register of title on 20 FEB 2019 at 12:46:10.

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 20 Feb 2019.

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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- 1 (26.10.2005) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Chivers Coton First School, Frank Street, Nuneaton (CV11 5RB).
- 2 (26.10.2005) The mines and minerals are excepted from the land tinted yellow on the title plan.

## 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

- (26.10.2005) PROPRIETOR: WARWICKSHIRE COUNTY COUNCIL care of County Solicitor & Assistant Chief Executive, PO Box 9, Shire Hall, Warwick CV34 4RR and of DX723362, Warwick 5.
- (26.10.2005) A Conveyance of the land tinted pink on the title plan dated 21 November 1950 made between (1) Alice Mary Stone (Vendor) (2) Cecil Howard Cartwright (Receiver) and (3) Warwickshire County Council (Council) contains personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

## Schedule of personal covenants

The following are details of the personal covenants contained in the Coveyance dated 21 November 1950 referred to in the Proprietorship Register:-

"The Council hereby further covenant with the Vendor to erect and maintain a brick wall at least six feet high on the South Western boundary of the property hereby conveyed where indicated by "T" marks on the said plan."

NOTE: The "T" marks referred to are reproduced on the title plan.

#### Title number WK424955

# C: Charges Register

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

(26.10.2005) An Indenture of the land tinted blue on the title plan dated 12 August 1908 made between (1) Francis Alexander Newdigate Newdigate (2) Charles John Roney and John Henry Monckton and (3) The Mayor Aldermen and Burgesses of the Borough of Nuneaton contains restrictive covenants.

-NOTE:-Copy filed.

(26.10.2005) A Conveyance of the land tinted yellow on the title plan dated 3 September 1923 made between (1) Edward Wootton and Eli Kelly and (2) The Mayor Aldermen and Burgesses of the Borough of Nuneaton contains restrictive covenants.

-NOTE: Copy filed.

(26.10.2005) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto. The leases grant and reserve easements as therein mentioned.

#### Schedule of notices of leases

1	14.03.2005 Edged and numbered 1 in blue	Land at Chilvers Coton School	16.12.2004 From 7.4.2004 to 6.4.2019	WK420841
2	10.07.2008 Edged and numbered 2 in blue	Electricity Sub-Station	24.06.2008 21 years from 24.6.2008	WK443861

## End of register

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

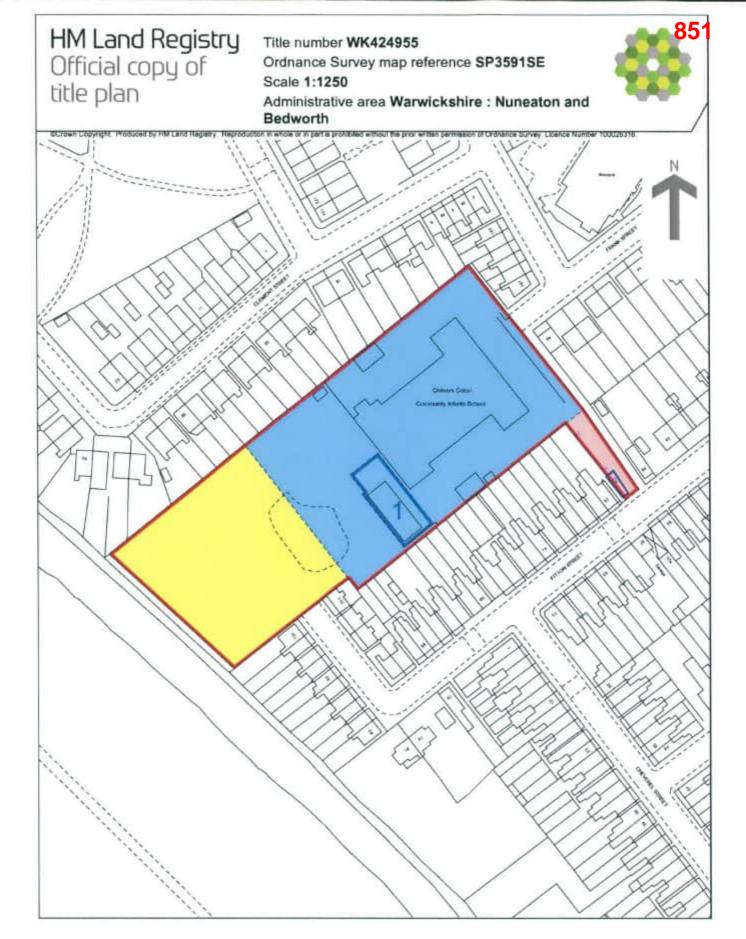
The electronic official copy of the title plan follows this message.

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 20 February 2019 shows the state of this title plan on 20 February 2019 at 12:46:10. 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.

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# Official copy of register of title

#### Title number WK239413

Edition date 20.03.1992

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The date at the beginning of an entry is the date on which the entry was made in the register.

Issued on 20 Feb 2019.

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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.

WARWICKSHIRE : NUNEATON AND BEDWORTH

- 1 (26.07.1976) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land lying to the west of Northumberland Avenue, Nuneaton.
- The mines and minerals and ancillary rights excepted and reserved by a Conveyance thereof and other land dated 22 April 1896 made between (1) Reginald Stanley and (2) Stanley Bros Limited in the following terms are excluded from this registration.

And also All such mines and minerals in and under the same as comprise all clays marls earth loam sand and other like materials proper for the making of bricks tiles and quarries which can be got or worked by quarrying from the surface but excepted and reserved all other mines and strata of coal Ironstone and other Minerals whatsoever in and under the same premises SECONDLY ALL such clays marls earth loam sand other like materials proper for the making of bricks tiles and quarries as can begotten or worked by sinking shafts or mining in the usual manner in or upon or from the said hereditaments and premises described in the said Schedule A hereto but except and reserved all coal and Ironstone and other mines and minerals in and under the same hereditaments and premises described in the said Schedule A hereto save and except those expressly included in this person Grant with full power for the person or persons for the time being interested in or entitled to the said excepted mines and minerals and his and their Lessees Agents and Workmen at all times to enter upon all such portions of the said lands and hereditaments coloured Green on the said Plan A and every part thereof to search forge raise dress and carry away the said mines and minerals and to sink any piles or shafts and erect any Steam or other Engines or Machinery and do all other acts necessary or convenient for working winning dressing and carrying away the said excepted mines and minerals and all such other rights of entry and other rights privileges and easements whatsoever shall be necessary or convenient in searching for getting raising dressing making merchantable and carrying away the said excepted mines and minerals the owner or owners thereof making from time to time nevertheless to the Company their Successors and assigns and their Lessees and tenants adequate compensation for the damage occasioned to the surface of the said lands by exercise of the rights privileges and easements thereby excepted and reserved as aforesaid.

#### Title number WK239413

## A: Property Register continued

3 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 16 March 1976 made between (1) Bovis Homes Investments Limited and (2) The Warwickshire County Council.

-NOTE: Copy in Certificate.

4 The Transfer dated 16 March 1976 referred to above contains provisions.

## 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 (26.07.1976) Proprietor(s): THE WARWICKSHIRE COUNTY COUNCIL of Shire Hall, Warwick.
- 2 (26.07.1976) RESTRICTION:-Except under an order of the registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Education Acts 1944-1975 or some other Act or authority.

# C: Charges Register

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

A Conveyance of the land tinted blue on the filed plan and other land dated 5 April 1967 made between (1) Stanley Bros. Limited (Vendor) and (2) Downry Building Co. Limited (Purchaser) contains the following covenants:-

The Purchaser HEREBY COVENANTS with the Vendor that the Purchaser will not at any time hereafter use or permit to be used the property hereby secondly conveyed or any part thereof or any buildings which are now or hereafter by erected thereon for the manufacture sale storage or supply or consumption of intoxicating liquors of any kind whatsoever or as a Club (whether proprietory or members) which would require registration under the Licensing Act 1964 or any Statutory re-enactment or modification thereof at which intoxicating liquors shall be sold or supplied to the intent that this covenant shall being the property hereby conveyed into whosoever hands the same may come and shall be for the benefit of and annexed to adjoining land previously owned by the Vendor but now in the ownership of Ansells Brewery Limited.

NOTE: The land tinted blue on the filed plan forms part of the land secondly conveyed.

- 2 The land tinted blue on the filed plan is subject to the following rights reserved by the Conveyance dated 5 April 1967 referred to above:-
  - "1. All rights and easements including rights of passage and running of water soil gas and electricity from or other the property in the said Sunnyside Estate or any part thereof and any building or buildings erected thereof
  - 2. The right with or without workmen and appliances to enter upon the property or any part thereof at all reasonable times for the purpose of repairing mending cleansing and maintaining any part of the Sunnyside Estate and any buildings erected thereon or the pipes drains sewers watercourses or wires which serve the same subject to the person or persons so entering making good all damage occasioned by such entry

....

<sup>4.</sup> All rights of protection shelter and support (whether laterial or subjacent) now enjoyed or intended hereafter to be enjoyed from the

### Title number WK239413

# C: Charges Register continued

property by any part of the said Sunnyside Estate and any building or buildings now or hereafter erected thereon.

# 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.

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