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Official copy of register of title

Title number SX153192

Edition date 17.08.2006

- This official copy shows the entries on the register of title on 11 SEP 2023 at 14:51:59.
- 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 11 Sep 2023.
- 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, Durham Office.

A: Property Register

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

WEST SUSSEX : HORSHAM

- 1 (02.08.1941) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land lying on the East of North Heath Lane, Horsham.
- 2 The land has the benefit of the following rights reserved by a Conveyance of land lying to the south and west of the land in this title dated 9 May 1969 made between (1) Gladys Irene Wallace (Vendor) (2) George Wimpey & Co Limited and (3) Peter Clifford Martin Wallace (PCMW):-

EXCEPT AND RESERVING in fee simple for the benefit of the adjoining land shown cross hatched black and hatched black on the said plan and each and every part thereof unto the Vendor and to P C M W and their respective successors in title the owner or owners for the time being of the said adjoining and adjacent land of the Vendor and the said P C M W and every part thereof and their respective tenants servants and licensees (in common where applicable with the Purchaser and its successors in title owner or owners for the time being of the property hereby conveyed or any part thereof and its and their respective tenants servants and licensees) the following rights namely:-

(i) subject to the approval of any appropriate statutory public or other authority the full and unobstructed right to connect any gas and electricity telephone water and drainage (both surface water and soil) pipes cables wires and drains (both surface water and soil) to be laid by the Vendor or the said P C M W or their respective successors in title in above or upon the said adjoining and adjacent land belonging to the Vendor or the said P C M W to any pipes cables wires and drains (both surface water and soil) which may be laid in upon under or over the estate roads and footpaths to be constructed in accordance with the planning and other requirements of the Local County Highway or any competent Authority by the Purchaser or its successors in title during the lives of the descendants of his late Majesty King George V living at the date hereto and the last survivor of them and Twenty-one years from the death of the last survivor and the full free and unrestricted right to receive a supply of water electricity and gas through any such pipes cables and wires laid in upon or over the said estate roads and footpaths TOGETHER with the right to drain effluent and surface water from the said adjoining and adjacent land through any drains (both surface water and soil) which may be constructed under the estate roads

A: Property Register continued

and footpaths by the Purchaser or its successors in title within the period referred to aforesaid PROVIDED THAT any pipes wires cables foul or surface water drains which it may be necessary to lay to make such connections shall be laid only within any part or parts of the property hereby conveyed which shall form the site of a road or footpath

(ii) full and free ancillary rights to enter upon the said estate roads and footpaths for the purpose of inspecting maintaining cleansing repairing renewing and making connections with all pipes cables wires and drains (both surface water and soil) which may serve the adjoining and adjacent land of the Vendor and the said P C M W or their respective successors in title the person or persons exercising such rights doing so as expeditiously as possible and making good all damage caused thereto by the exercise of such rights.

NOTE: The land in this title forms part of the land cross hatched black referred to.

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 (29.03.1973) PROPRIETOR: WEST SUSSEX COUNTY COUNCIL of County Hall, West Street, Chichester PO19 1RQ.
- 2 The Transfer to the proprietor contains purchasers' personal covenants.

NOTE: Copy of covenants filed.
- 3 (29.03.1973) 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 1944-1971 or some other Act or authority.

C: Charges Register

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

- 1 A Conveyance of the land in this title and other land dated 29 September 1919 made between (1) Arthur Reginald Hurst (Vendor) and (2) Margaret Walton (Purchaser) 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 29 September 1919 referred to in the Charges Register:-

COVENANT by the Purchaser with intent to bind the said hereditaments thereby conveyed into whosoever hands the same or any part thereof might come but not so as to render herself or other the owner or owners for the time being of the said hereditaments or any part thereof personally liable in damages for any breach thereof after she he or they should have parted with all interest with the Vendor his heirs executors administrators and assigns that she the Purchaser or other the owner or owners for the time being of the said hereditaments would observe and perform the stipulations and restrictions set out in the Second Schedule thereto but nothing in that Conveyance should be deemed to amount to or imply any obligation on the Vendor or his assigns to impose similar or any stipulations or restrictions on any sale of or dealing with any of his adjoining or adjacent land.

THE SECOND SCHEDULE above referred to

1. No kiln clamp furnace or oven for the purpose of burning bricks

Schedule of restrictive covenants continued

pottery tiles or the like should at any time thereafter be erected on the said land nor any brick earth clay or sand or other substances to be used for such purpose be burnt thereon nor be excavated (except for the purpose of preparing for buildings or of laying out the said land as a garden or pleasure grounds appurtenant to any dwellinghouse to be erected thereon) and nothing should be done which might be or become a nuisance to the Vendor or the owners or occupiers of the adjoining or adjacent property.

2. The said land should not nor should any building thereon without the written consent of the Vendor be used at any time for the purpose of a Hospital Home for Consumptives or Asylum for Lunatics or Idiots.

3. The Purchaser should not be entitled to any right of light or air which would restrict or interfere with the free use of any adjoining or neighbouring property of the Vendor or his assigns for building or other purposes any such right being expressly excluded from that Conveyance.

End of register