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Official copy of register of title

Title number WSX339785

Edition date 30.11.2010

- This official copy shows the entries on the register of title on 11 SEP 2023 at 14:46:37.
- 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 (30.11.2010) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being North Heath Community Primary School, Erica Way, Horsham (RH12 5XL).
- 2 (30.11.2010) The Conveyance dated 14 May 1931 referred to in the Charges Register contains the following provision:-

The Purchaser shall 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 Company or its assigns for building or other purposes any such right being expressly excluded from this Conveyance.
- 3 (30.11.2010) 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

A: Property Register continued

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 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 (30.11.2010) PROPRIETOR: WEST SUSSEX COUNTY COUNCIL of County Hall, Chichester, West Sussex PO19 1RQ.

C: Charges Register

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

- 1 (30.11.2010) A Conveyance of the land in this title and other land dated 14 May 1931 made between (1) South County Freeholds Limited (Company) and (2) George Brian Emmett (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (30.11.2010) The land in this title is subject to the rights granted by a Deed of Grant dated 8 May 1974 made between (1) The West Sussex County Council and (2) Lang Homes Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

Schedule of restrictive covenants

- 1 (30.11.2010) The following are details of the covenants contained in the Conveyance dated 14 May 1931 referred to in the Charges Register:-

The Purchaser to the intent that this covenant should be binding so far as may be on the owner for the time being of the property hereby conveyed but upon the Purchaser personally so long only as he is the owner thereof thereby covenanted with the Company that the Purchaser and his successors in title would at all times thereafter observe and perform the restrictions and stipulations set forth in the First Schedule thereto.

Schedule of restrictive covenants continued

The property thereby conveyed or any part thereof may be used for the purpose of farming agricultural college and market gardening and while so used the restrictions and stipulations Numbered 1,2,3,4 and 5 set forth in the said First Schedule shall not apply.

THE FIRST SCHEDULE therein above referred to

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AS TO all the Land

No building or other erection on the said land or any part thereof shall be used as a hospital sanatorium home for consumptives or asylum for lunatics or idiots or a shop workshop warehouse or a building for the carrying on of any manufacture and no hoardings or advertisement stations shall be erected or placed on the said land or any part thereof and no act deed matter or things shall be done permitted or suffered thereon which shall be of a noisy noxious or offensive character or which shall be or tend to be injurious or a disturbance nuisance or annoyance to the Company its lessees or tenants or the neighbourhood No hut or caravan house on wheels or other like erection shall be placed or allowed to remain on the said land.

The said land shall not at any time be allowed to remain unenclosed and no fences except the approved fences hereinafter specified shall be erected thereon The Purchaser shall forthwith erect to the approval of the Company's Surveyors and at all times hereafter maintain suitable fences at least four feet in height to the said land on the sides marked "T" on the said plan within the boundary.

No kiln clamp furnace or oven for the purpose of burning bricks pottery tiles or the like shall be at any time hereafter erected on the said land nor any brick earth clay or sand or other substance 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 gardens or pleasure grounds appurtenant to any dwellinghouse to be erected thereon.

NOTE 1: The stipulations numbered 1,2,3,4 and 5 in the First Schedule referred to in the 2nd paragraph above do not affect the land in this title

NOTE 2: A T mark referred to in paragraph 4 above affects the eastern boundary of the land in this title.

End of register