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Official copy of register of title

Title number CH539060

Edition date 20.04.2009

- This official copy shows the entries on the register of title on 17 Jun 2009 at 12:20:58.
- 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 17 Jun 2009.
- 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 Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Birkenhead (Rosebrae) 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.

CHESHIRE EAST

- 1 (24.08.2005) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 51 Lambert Crescent, Kingsley Village, Nantwich (CW5 5ED).

NOTE: Only the ground floor flat is included in the title.
- 2 (24.08.2005) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 13 July 2005
Term : 999 years (less 10 days) from 28 June 2002
Parties : (1) Kingsley Village (Nantwich) Management Company Limited
(2) Richard Pryce Thomas
- 3 (24.08.2005) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 4 The landlord's title is registered.
- 5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered 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 (24.08.2005) PROPRIETOR: RICHARD PRYCE THOMAS of 42 Queens Road, Teddington, London TW11 0LR.
- 2 (24.08.2005) The price, other than rents, stated to have been paid on the grant of the lease was £113,995.
- 3 (24.08.2005) 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 written consent signed on behalf of Kingsley Village (Nantwich) Management Company Limited care of Glaisyers, Solicitors, 6th Floor, Manchester House, 18-20 Bridge Street, Manchester M3 3BY by its Secretary or Conveyancer.
- 4 (25.07.2008) 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 proprietor for the time being of the Charge dated 4 July 2008 in favour of The Mortgage Works (UK) PLC referred to in the Charges Register.

C: Charges Register

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

- 1 (24.08.2005) An Agreement in favour of Sampson Cartwright Worsey dated 26 May 1887 relates to the buttress of walls encroaching on part of the land.

No further particulars were supplied on first registration.
- 2 (24.08.2005) A Transfer of the freehold estate in the land in this title and other land dated 26 November 2001 made between (1) Cheshire County Council (Transferor) and (2) Jennings Holdings Limited (Transferee) contains the following covenants:-

"13.4 Subject to clause 13.5 the Transferee (jointly and severally where the Transferee comprises more than one person) covenants with the Transferor for the Transferor and its successors in title for the benefit of the whole and each and every part of the Retained Land so as to bind the whole and each and every part of the Property that the Transferee and its successors in title shall observe and perform the covenants set out in Schedule 3 ("the Covenants").

The Transferee shall be under no liability for any breach of the covenants referred to in clause 13.4 after it has parted with all interest in the Property.

SCHEDULE 3

(Covenants by the Transferee)

No part of the Property or the buildings erected or to be erected on the Property shall be used (for any trade or business whatsoever nor) for any purpose which may be or become a nuisance or annoyance to the Council its successors and assignees or the owners or occupiers of any adjoining or neighbouring property PROVIDED THAT the construction of a residential development upon the Property shall not be a breach of this covenant."

NOTE: The land in this title forms part of the Property referred to. The Retained Land referred to lies to the west, south west and north west of the land in this title.
- 3 (24.08.2005) A Transfer of an electricity sub station site dated 14 May 2004 made between (1) Bellway Homes Limited (Transferor) and (2) SP Manweb Plc (Transferee) contains the following covenants by the transferor:-

"13.1 Definitions

C: Charges Register continued

"Plan" means the plan annexed hereto

"Management Company" means Kingsley Village (Nantwich) Management Company Limited (Co No 4450933)

"Roads" until adoption any roads carriageways footways verges pavements service strips footpaths service areas or any other accessways now or to be constructed on the Transferor's land which forms title numbers CH481116 and CH493987.

"Electric Lines" means electric lines and telephone signalling and fibre optic cables and ancillary equipment associated works and other conducting media together with conduits or pipes for containing the same

"Rights" the rights hereby granted

"adjoining land" means the Transferors and Management Company's adjoining or neighbouring land forming title numbers CH481116 and CH493987 excluding the Property

"the perpetuity period" means the period of 80 years from the date hereof

"Transferee" means SP Manweb plc and companies within the same group of companies as SP Manweb plc and its or their successors in title

The Transferor and the Management Company both with full title guarantee hereby grants unto the Transferee and its successors in title and all persons authorised by it FULL RIGHT AND LIBERTY:-

(1) To lay erect install adjust alter construct and use maintain repair renew inspect remove and replace electric lines within and under over and upon the adjoining land shown coloured brown on the Plan and until adoption within and under all or any of the Roads and to enter onto with all necessary vehicles machinery and apparatus and break up the surface of so much of the adjoining land as is necessary from time to time for the purpose of exercising the Rights the Transferee making good to the reasonable satisfaction of the Transferor or its successors in title any damage or disturbance caused to the surface of the adjoining land.

(2) To enter and be upon so much of the adjoining land as is necessary for the purpose of erecting and thereafter from time to time for the purpose of inspecting maintaining and repairing the substation building intended to be erected upon the Property

(3) to enter and be upon the adjoining land and at its own expense and in a proper woodmanlike manner to fell lop or cut from time to time all trees or other shrubs or the roots thereof which now or hereafter may interfere with the exercise of the Rights or the working of its Electric Lines

(4) in common with all others entitled thereto with or without vehicles of any description machinery and apparatus from time to time and at all times to pass and repass to and from the Property and to the public highway over and along the Roads and the land shown coloured brown on the Plan for all purposes connected with the use and enjoyment of the Property until the Roads shall be adopted as highways maintainable at the public expense.

(5) to drain surface water from the Property onto the adjoining land and into any existing drainage system therein.

(6) to use or permit the Electric Lines to transmit and distribute any matters or thing the transmission of which is for the time being not prohibited by law to and from the Property from or to such places or places as the Transferee may within the perpetuity period require:-

TO HOLD the Rights unto the Transferee in fee simple to the INTENT that the Rights hereby granted may be annexed and appurtenant to the Property and the Electric Lines and the whole and every part of the Transferees undertaking.

The Transferor and the Management Company HEREBY COVENANT with the Transferee:-

C: Charges Register continued

(1) to keep the Transferee and its successors in title indemnified from and against all costs charges and expenses incurred or hereafter to be incurred in respect of the making up and completion of the Roads (and the sewers thereunder) for and until the adoption of the same by the appropriate authorities and

(2) so as to bind the respective interests of the Transferor and the Management Company liable for any breach of this covenant occurring after it has parted with all interest in such land that the Transferor and the Management Company and its or their successors in title and those deriving title under them will not do or permit anything to be done in or upon the adjoining land which shall or may interfere with the exercise by the Transferee of the Rights or the Electric Lines or cause damage thereto or in any way render the Electric Lines in breach of any statute or regulation for the time being in force and applicable to Electric Lines"

NOTE: Copy plan filed under CH493987.

- 4 (25.07.2008) REGISTERED CHARGE dated 4 July 2008.
- 5 (25.07.2008) Proprietor: THE MORTGAGE WORKS (UK) PLC (Co. Regn. No. 2222856) of Portman House, Richmond Hill, Bournemouth BH2 6EP.

End of register

