

Title Number : LT248891

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

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 13 FEB 2019 at 17:29:37 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: LT248891
Address of Property	: Spring Cottage, Main Street, Wymondham (LE14 2AG)
Price Stated	: Not Available
Registered Owner(s)	: JEREMY JOHN SMITH of Spring Cottage, Main Street, Wymondham, Leics. LE14 2AG.
Lender(s)	: None

Title number LT248891

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 13 FEB 2019 at 17:29:37. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

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A: Property Register

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

LEICESTERSHIRE : MELTON

- 1 (30.08.1988) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Spring Cottage, Main Street, Wymondham (LE14 2AG).

NOTE: As to the land tinted blue on the enlarged sketch to the filed plan part of the bedroom at first floor level only occupied with Spring Cottage is included in the title.

- 2 The land has the benefit of the following rights granted by a Conveyance of the land in this title and other land dated 16 November 1923 made between (1) Robert Barber (Vendor) and (2) Ann Coulston (Purchaser):-

"Together with a right of way at all times and for all purposes as now used and enjoyed and co-extensive with the hereditaments hereby conveyed for the Purchaser her heirs and assigns owners and occupiers of the hereditaments hereby conveyed and her and their servants in common with the Vendor his heirs and assigns owners and occupiers for the time being of his adjoining hereditaments and his and their servants and all persons authorised by him or them and all other persons entitled to use the same over and along the road or way belonging to the Vendor marked "right of way" on the said plan leading to and from the rear of the premises hereby respectively conveyed and other adjoining premises from and to the rear of the premises hereby respectively conveyed and other adjoining premises from and to the said Main Street the Purchaser her heirs and assigns bearing a proportionate part of the expense of keeping the same in repair."

- 3 The Conveyance dated 16 November 1923 referred to above contains the following provision:-

"And it is hereby agreed and declared that the Purchaser her heirs and assigns shall not (save as aforesaid) have or acquire any right of light or other easement over or in anywise affecting the said adjoining property of the Vendor."

- 4 (07.07.1992) The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Transfer dated 24 April 1992 referred to in the Charges Register:-

"THE PROPERTY is transferred with the benefit of the rights set out in the First Schedule.

THE SELLERS reserve out of the property the rights set out in the Second Schedule.

THE FIRST SCHEDULE before referred to:

1. The Right at all times and for all purposes in connection with the use and enjoyment of the property to use and maintain the pipes wires gutters and drains now or within eighty years from now laid or running through under or over the retained land for the passage of gas water electricity or soil to and from the property . This right is subject to the liability to contribute a fair proportion of the cost of cleaning maintaining repairing and replacing every pipe wire gutter or drain used both for the benefit of the property and the retained land

A: Property Register continued

THE SECOND SCHEDULE before referred to:

1. To maintain and use the pipes wires gutters and drains now or within eighty years from now laid or runing through under or over the property for the passage of gas water electricity and soil to and from the retained land
2. To use all or any part of the retained land for building or other purposes whether or not such use shall obstruct or diminish the access of light and air now or at any time hereafter enjoyed by the owner or owners or occupiers for the time being of the proeprty to or for any building or other erection now or hereafter to be erected on the property
3. A right of way at all times and for all purposes in connection with the use and enjoyment of the retained land over and along that part of the property coloured green on the plan annexed hereto
4. A right of entry at reasonable times and after giving reasonable notice (or in each case at any time in the case of an emergency) for the purpose of inspecting maintaining renewing and repairing any buildings or boundary structures now or hereafter within the period of eighty years from now erected on the retained land or any part thereof causing as little damage as possible and making good all damage caused to the reasonable satisfaction of the persons thereby affected."
- 5 (07.07.1992) The Transfer dated 24 April 1992 referred to above contains the following provision:-

"IT IS HEEBY AGREED AND DECLARED:

1. That all eaves spouts down rainwater spouts drains pipes cables or conduits and all other matters and things now used and enjoyed or intended to be used and enjyed in common by the owners and occupiers for the time being of the property and the retained land shall continue to be so used and enjoyed and shall be repaired at the fair and proportionate expense of the owners of the properties entitled to use the same

2. That the internal walls dividing the property from the retained land are party walls and shall henceforth be repairable and maintainable as such."
- 6 (01.07.1997) By a Deed of Rectification dated 15 August 1997 made between (1) Rodney Alan Kay and Roberta Louise Kay (Transferors) and (2) Shani Pamella Terrestria O'Gorman (Transferee) the terms of the Transfer dated 24 April 1992 were varied as follows:-

"5. The parties hereto HEREBY AGREE that the Transfer shall at all times be construed as if the 1992 Transfer included "such right of access for all purposes through the existing gateway in the wall as exists at the date hereof" but in all other respects the parties confirm the 1992 Transfer."
- 7 (01.07.1997) The filed plan has been amended to include part of the bedroom at first floor level occupied with 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 (03.12.1997) PROPRIETOR: JEREMY JOHN SMITH of Spring Cottage, Main Street, Wymondham, Leics. LE14 2AG.
- 2 (03.12.1997) The Transfer to the proprietor contains a covenant to observe and perform the covenants in the Transfer dated 12 March 1990

B: Proprietorship Register continued

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 (17.12.1993) A Transfer of land adjoining the western boundary and lying to the North of the land in this title dated 12 March 1990 made between (1) Michael Ernest Glover and Pearl Ann Glover (Transferors) and (2) Joan Margaret Hill (Transferee) contains the following covenants by the Transferor:-

"The Transferors hereby covenant with the Transferee for the benefit of the property and so as to bind the Transferors' retained land into whosoever hands the same may come but not so as to render the Transferors personally liable in damages for any breach of a restrictive covenant after they shall have parted with all interest in the said retained land that the Transferors or other the owner or owners and occuiers for the time being of the retained land will

(1) not construct place plant or maintain in the said retained land any building wall structure or other object or any tree shrub or other vegetation within three feet of the property nor do anything which would or might prevent or impede access to the property for the purpose of maintenance or repair

(2) afford to the Transferee her successors in title and any person deriving title under her such rights of access to the property as she may on reasonable prior notice require for any of those purposes."

- 2 (07.07.1992) A Transfer of the land in this title dated 24 April 1992 made between (1) Michael Ernest Glover and Pearl Ann Glover (Sellers) and (2) Shani Pamella Terrestia Cropper (Buyer) contains the following covenants:-

"FOR THE benefit of their retained land comprised in the remainder of the land in Title Number LT208711 not hereby transferred the Buyer with intent to bind the property whoever owns its covenants with the sellers in the terms set out in the Third Schedule.

THE THIRD SCHEDULE before referred to:

1. Not at any time to obstruct or cause to be obstructed the accessway coloured green on the plan annexed hereto nor to do anything which would or might prevent or impede access to the property for the purpose of maintenance or repair to the retained land and any buildings or boundary structures erected on any part or parts thereof

2. Not to use the property for any purpose which may be or grow to be a nuisance to the sellers or the owners and occupiers of the retained land."

-NOTE: Copy plan filed.

End of register