



Official copy
of register of
title

Title number DY248710

Edition date 02.03.2011

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- Issued on 23 Feb 2017.
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- This title is dealt with by Land Registry, Nottingham Office.

A: Property Register

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

DERBYSHIRE : HIGH PEAK

- 1 (31.12.1993) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Meadow House, Chapel En Le Frith, High Peak (SK23 9UE).
- 2 (31.12.1993) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of Courtyard House dated 30 June 1992 made between (1) William Henry Barratt and Sheila Vera Barratt (Transferors) and (2) Matthew Edward Currer Topham and Karen Denise Topham (Transferees):-

"TOGETHER WITH the following rights for the benefit and protection of the Property:-

(a) The right to use and drain into the septic tank on the Transferors adjoining property (hereinafter called "the Retained Property") together with such rights of access as are required by the Transferees for inspection and maintenance of the said septic tank and the connections thereto

(b) The free running and passing of water soil gas electricity and other services in and through any gutters sewers drains watercourses channels waste and water pipes ducts wires cables or pipes now or hereafter on over or under the Retained Property.

(c) The right of support for the Property from the Retained Property.

(d) The right to have maintain repair cleanse inspect use reconstruct alter renew connect thereto and remove any gutters sewers drains watercourses channels waste and water pipes ducts wires cables or pipes now or hereafter on over or under the Retained Property which may be necessary and convenient and used for the benefit of the Property.

(e) Full right and liberty for the Transferees and their successors in title with or without workmen at all reasonable times to enter upon the Retained Property for the purpose of exercising the right reserved by (d) above subject to the Transferees making good any damage occasioned to the Retained Property by the exercise of such right.

(f) Full right and liberty for the Transferees and their successors in title with or without workmen at all reasonable times upon giving prior

A: Property Register continued

notice to the Transferors to enter upon the Retained Property for the purpose of inspecting maintaining repairing renewing reinstating removing altering or amending any walls fences hedges or other boundary structures on or dividing the Property from the Retained Property subject to the Transferees making good any damage occasioned to the Retained Property by the exercise of such right.

EXCEPT AND RESERVED to the Transferors for the benefit and protection of such part of the Retained Property as is capable of being benefitted or protected:-

(a) Full right and liberty for the Transferors and their successors in title with or without workmen at all reasonable times upon giving prior notice to enter upon the Property for the purpose of carrying out repair or maintenance work to the side wall of the Transferors garage shown coloured in blue on the Plan subject to the Transferors making good any damage occasioned to the Property by the exercise of such right.

(b) The free running and passing of water in and through any pipes now under the part of the Property shown coloured in brown on the Plan together with full right and liberty for the Transferors and their successors in title with or without workmen at all reasonable times to enter upon the part of the Property shown coloured in brown on the Plan for the purpose of maintaining repairing cleansing or inspecting the said pipes."

NOTE: Copy plan filed.

- 3 (31.12.1993) The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Transfer dated 17 September 1993 referred to in the Charges Register:-

"TOGETHER WITH the following rights for the benefit and protection of the Property:-

(a) The free running and passing of water soil gas electricity and other services in and through any gutters sewers drains watercourses channels waste and water pipes ducts wires cables or pipes now or hereafter on over or under the Transferor's adjoining property (hereinafter called "the Retained Property") and shown edged blue on the Plan

(b) The right to have maintain repair cleanse inspect use re-construct alter renew connect thereto and remove any gutters sewers drains watercourses channels waste and water pipes ducts wires cables or pipes now or hereafter on over or under the Retained Property which may be necessary and convenient and use for the benefit of the Property

(c) Full right and liberty for the Transferees and their successors in title with or without workmen at all reasonable times to enter upon the Retained Property for the purpose of exercising the right reserved by (b) above subject to the Transferees making good any damage occasioned to the Retained Property by the exercise of such right

(d) Full right and liberty for the Transferees and their successors in title with or without workmen at all reasonable times upon giving prior notice to the Transferors to enter upon the Retained Property for the purpose of inspecting maintaining repairing renewing reinstating removing altering or amending any walls fences hedges or other boundary structures on or dividing the Property from the Retained Property subject to the Transferees making good any damage occasioned to the Retained Property by the exercise of such right

(e) The right of way on foot only over the courtyard area of the Retained Property shown hatched in yellow on the Plan (hereinafter called "the Courtyard Area")

EXCEPT AND RESERVED to the Transferors for the benefit and protection of the Retained Property and each and every part thereof:-

(a) A right of way at all times and for all purposes with or without vehicles or animals for access to the Retained Property over the land

A: Property Register continued

hatched green on the Plan subject to the Transferors paying a proportion of maintenance costs to be determined subject to user

(b) The right to use and maintain the pipes wires gutters and drains now or 80 years from now laid or running through under or over the Property for the passage of gas water electricity or soil including without prejudice to the generality of the foregoing the pipe from the septic tank serving the Retained Property(c) A right of way on foot over that part of the said Courtyard Area as is within the red edging to the wall of the house

(d) The right to erect and maintain gates at the end of the drive hatched green on the Plan between the points marked "G-H" on the Plan and to ~~open the same onto~~ and access the said drive."

NOTE: Copy plan 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 (31.12.1993) PROPRIETOR: IAN RUSSELL BREW and CAROLINE JOY BREW of Meadow House, Long Lane, Chapel-en-le-Frith, Derbyshire SK23 9UE.
- 2 (28.11.2003) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any future registered charge, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 November 2003 in favour of The Royal Bank of Scotland PLC referred to in the Charges Register.

C: Charges Register

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

- 1 (31.12.1993) The land in this title and other land is subject to a yearly rentcharge of £1.10s.0d created by a Conveyance dated 8 March 1854 made between (1) Samuel Bradburn (2) Edward Roe (3) George Holt and (4) Harrison Blair.

The said Deed also contains covenants.

NOTE 1: Neither the original Deed nor a certified copy or examined abstract thereof was produced on first registration

NOTE 2: By the Transfer dated 17 September 1993 referred to below the land in this title was informally exonerated from this rentcharge.

- 2 (31.12.1993) The Transfer dated 30 June 1992 referred to in the property register contains the following covenants by the Transferors:

3. For the benefit and protection of the Property and with intent to bind so far as legally may be possible the Transferors and their successors in title the Transferors hereby covenant as follows:-

(b) Not to use permit or allow any third party to use or drain into the said septic tank except for existing connection on in or under the Retained Property and to use all reasonable endeavours to prevent the damage destruction or blockage of any drains sewers or pipes leading from or to the said septic tank.

(c) Not to vary or permit or allow any third party to vary the nature and purpose of the existing connections on in or under the Retained Property to the said septic tank except with the express written consent of the Transferees or their successors in title.

C: Charges Register continued

(d) To pay one half of all costs reasonably incurred by the Transferees or their successors in title in connection with inspecting maintaining repairing or making good the said septic tank and the connections thereto or complying with the requirements of any statutory authority in connection therewith

(f) Not to carry out or permit any development on the Retained Property which may interfere with the Transferees rights of way air light or other rights liberties or privileges granted by this Transfer or appurtenant to the Property."

- 3 (31.12.1993) A Transfer of the land in this title dated 17 September 1993 made between (1) William Henry Barratt and Sheila Vera Barratt (Transferors) and (2) Ian Russell Brew and Caroline Joy Brew (Transferees) contains the following covenants:-

2. For the benefit and protection of such part of the Retained Property as is capable of being benefitted or protected and with intent to bind so far as legally may be possible the Transferees and their successors in title the Transferees hereby covenant as follows:-

(a) Not to use the Property other than as a private dwellinghouse save that this shall not prevent the Transferees and their successors in title from operating a non industrial and non agricultural business upon the Property or from using the Property as a registered office address provided that the primary use of the Property continue to be as a private dwellinghouse

(b) No building nor other structure whatsoever shall be placed and or erected on the land shown coloured purple on the Plan

(c) The Transferees and their successors in title shall not erect or permit to be erected any development on the Property which may interfere with the Transferor's rights of way air light or other rights liberties or privileges

(d) The Transferees shall erect and maintain and keep in good repair a stock proof and child proof fence between points "A" "B" "C" on the Plan and a gate between points "C"- "D".

3. For the benefit and protection of the Property and with intent to bind so far as legally may be possible the Transferors and their successors in title the Transferors hereby covenant to erect and maintain and keep in good repair a fence between points "D"- "E" on the Plan and a brick wall between points "E"- "F".

4. With the object and intent of affording to the Transferors a full and sufficient indemnity but not further or otherwise the Transferees hereby covenant with the Transferors that the Transferees and their successors in title will observe and perform the covenants and conditions contained mentioned in or referred to the 1944 Conveyance insofar as the same relate to the Property and are still subsisting and capable of effect save for the covenant to pay the yearly rent of £1.50p

5. With the object and intent of affording to the Transferees a full and sufficient indemnity but not further or otherwise the Transferors hereby covenant with the Transferees that the Transferors and their successors in title will pay the yearly rent of £1.50p more particularly referred to in the said Conveyance of the 29th September 1944.

6. The covenants expressed to be made by the Transferors and the Transferees shall take effect as joint and several covenants."

NOTE: Copy plan filed.

- 4 (28.11.2003) REGISTERED CHARGE dated 25 November 2003.

- 5 (28.11.2003) Proprietor: THE ROYAL BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC90312) of The One Account, Amsterdam Place, Amsterdam Way, Norwich NR6 6JA.

Title number DY248710

End of register

H.M. LAND REGISTRY		TITLE NUMBER	
		DY248710	
ORDNANCE SURVEY PLAN REFERENCE	SK0579 / SK0580	SECTION	Scale 1/2500
COUNTY DERBYSHIRE	DISTRICT HIGH PEAK	© Crown copyright 1993	

