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Official copy of register of title

Title number TT12689

Edition date 11.06.2014

- This official copy shows the entries on the register of title on 14 APR 2023 at 11:36:37.
- 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 14 Apr 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, Nottingham Office.

A: Property Register

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

KENT : TUNBRIDGE WELLS

- 1 (23.01.1967) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the north side of Sandrock Road, Tunbridge Wells.
- 2 The Conveyance dated 13 December 1966 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that the Purchasers shall not by reason of this Conveyance or otherwise become or be entitled to any right of way drainage or water or any other right easement or privilege whatsoever over the said adjoining premises of the Vendors or any part thereof and in particular that the passage of light and air to the property over the said adjoining premises shall be deemed to be enjoyed by the consent of the Vendors (which consent is hereby given) which the Vendors shall be at liberty to revoke at any time."
- 3 An Agreement dated 12 March 1968 made between (1) Bridge Walker Homes Limited (2) The Mayor Aldermen and Burgesses of The Borough of Royal Tunbridge Wells and (3) Commercial Union Assurance Company Limited relates to the making of roads and sewers.

NOTE: Copy Agreement (without plan) filed under K393486.
- 4 The Transfer dated 10 November 1972 referred to above contains the following provision:-

"It is hereby agreed and declared by and between the parties hereto that with the exception of the three walls shown by thick red lines on the said plan the land Firstly hereby transferred does not include the site of any adjoining boundary fences or walls and that the Transferee is under no liability for the future maintenance of any such fences or walls."

NOTE: The thick red lines referred to do not affect the land in this title.

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 (06.08.2013) PROPRIETOR: WAYNE RONALD PHILLIPS of 2 Cwm Gwennol, Saundersfoot SA69 9PN.
- 2 The Transfer to the Proprietors contains Vendor's personal covenants.
NOTE: Original covenants filed under K393486.
- 3 (06.08.2013) The price stated to have been paid on 21 May 2013 was £39,000.
- 4 (06.08.2013) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by Tunbridge Wells Borough Council of Town Hall, Royal Tunbridge Wells, Kent, TN1 1RS or their conveyancer that the provisions of clause 11 of the Transfer dated 21 May 2013 referred to in the Charges Register have been complied with.

C: Charges Register

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

- 1 The land is subject to rights of drainage and rights in respect of water gas and electricity supply and other services.
- 2 (28.03.2013) A Deed dated 16 April 1853 made between (1) John Ward and (2) George Bartram and others contains restrictive covenants.
NOTE: Copy filed under K281226.
- 3 A Conveyance of the land in this title and other land dated 13 December 1966 made between (1) Dr Barnardo's (Vendor) and (2) Bridge Walker Homes Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 The land is subject to the following rights reserved by the Conveyance dated 13 December 1966 referred to above:-

"EXCEPTING AND RESERVING unto the Vendors or other the owners or occupiers for the time being of the adjoining land known as St Christophers Training College edged blue on the plan numbered 1 annexed hereto the right to enter with or without workmen tools and appliances upon the land hereby conveyed and to construct at their own expense in the position shown by a broken line on plan number 2 a nine inch storm water drain and to connect the same to any storm water drain constructed on the property hereby conveyed or any part thereof within Twenty one years from the date hereof and the right to the full and free passage and running of storm water drainage through the said drain and any replacement thereof into any storm water drainage system constructed on the property hereby conveyed or any part thereof within Twenty one years from the date hereof TOGETHER WITH the right to enter on the property hereby conveyed with or without workmen tools and appliances so far as necessary for the purpose of inspecting cleansing repairing and maintaining or replacing the said drain or drainage system the Vendors causing no unnecessary damage in exercise of the said rights and making good all damage done."

NOTE: The land edged blue referred to lies to the South-East of the land in this title. The broken line does not affect the land in this title
- 5 A Transfer of the land in this title and other land dated 10 November 1972 made between (1) Bridge Walker Homes Limited (Transferor) and (2) Tunbridge Wells Corporation (Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 6 (06.08.2013) A Transfer of the land in this title dated 21 May 2013 made between (1) Tunbridge Wells Borough Council and (2) Wayne Ronald

C: Charges Register continued

Phillips contains restrictive covenants.

NOTE: Copy filed.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 13 December 1966 referred to in the Charges Register:-

"WITH the object and intent of binding the property hereby conveyed and every part thereof into whosoever hands the same may come but so that the Purchasers shall not be under any liability in respect of any breach of the same after it shall have parted with all interest in the property hereby conveyed the Purchasers hereby covenant with the Vendors for the benefit of the Vendors adjoining premises known as St Christophers Training College and each and every part thereof to observe and perform the stipulations set out in the First Schedule hereto.

THE FIRST SCHEDULE above referred to

STIPULATIONS

1. Not to develop the said land at an average density greater than Ten residential units to the acre.

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3. No new building and no addition to any existing building shall at any time be erected on the land except in a position and according to plans and descriptions to be previously approved in writing by the Architect for the time being of the Vendors who may charge the person seeking such approval a reasonable fee for his trouble.

4. Nothing shall be built on the land or any part thereof except detached or semi-detached or terraced houses or maisonettes or residential flats and garages and outbuildings belonging thereto at a cost of at least Three thousand five hundred pounds for detached houses Two thousand seven hundred and fifty pounds each for semi-detached houses or maisonettes Two thousand five hundred pounds each for terraced houses or Two thousand pounds each for residential flats (exclusive in each case of the cost of garages and outbuildings) and the cost of every house and other building shall be taken to be the net first cost thereof in labour and materials alone (exclusive of ornamental fittings) to be estimated by the said Architect at the lowest current prices.

5. Neither the land or any existing or future building thereon shall be used for any other purpose than as private residences or garages and outbuildings belonging thereto and no trade manufacture or business of any kind (except the carrying on of an artistic or learned profession without other outward indication thereof than a brass or other plate or inscription covering the space of not more than two feet by one foot) shall at any time be set up or carried on thereon or therein.

6. Neither the land nor any existing or future building thereon shall be used for any offensive noisy or dangerous pursuit or occupation or any purpose which shall or may be or grow to be in any way a nuisance damage grievance or annoyance to the Vendors or their successors in title or the occupiers of the Vendors said adjoining premises or to the owners or occupiers of any of the neighbouring property or the neighbourhood.

7. No sand or gravel shall at any time be excavated or dug out of the land except for the purpose of laying the foundations of the buildings to be erected thereon or for use in erecting such buildings or in the gardens or grounds thereof.

8. No temporary buildings sheds caravans houses on wheels tents or marquees shall at any time be erected or kept on the land other than sheds and workshops to be used only for works incidental to the erection of permanent buildings thereon."

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Schedule of restrictive covenants continued

2 The following are details of the covenants contained in the Transfer dated 10 November 1972 referred to in the Charges Register:-

"The Transferee so as to bind the land hereby transferred and to benefit the remainder of the land comprised in Title Number K281226 hereby covenants with the Transferor as follows:-

That the Transferee will not at any time erect any building on the land Firstly hereby transferred or on any part or parts thereof and will at all times hereafter maintain the same as open spaces for the enjoyment of the public PROVIDED that this covenant shall not preclude the Transferee in its absolute discretion from erecting and maintaining on the said land items of street furniture, seats, bus shelters and other erections provided for the accommodation and convenience of the public."

End of register