



Official copy of register of title

Title number WT59557

Edition date 30.01.2018

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- Issued on 02 Feb 2018.
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- This title is dealt with by HM Land Registry Weymouth Office.

A: Property Register

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

SWINDON

- 1 (03.04.1979) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land and buildings at Heronbridge Close, Westlea, Swindon.
- 2 The land has the benefit of the following exceptions and reservations contained in a Conveyance of land adjoining the northern boundary of the land in this title dated 19 December 1978 made between (1) Edwin H Bradley & Sons Limited (Vendor) and (2) Barret Developments (Bristol) Limited (Purchaser):-

"Except and Reserving unto the Vendor in fee simple for the benefit of the Vendor's adjoining land and each and every part thereof (hereinafter referred to as "the Vendor's remaining land")

(1) full right and liberty at all times hereafter and for all purposes with or without motor and other vehicles laden or unladen to go pass and repass over and along all roadways built within twenty one years of the date hereof upon the said property and leading from the Vendor's remaining land to any other highway

(2) full and free right in common with all other persons having a like right to the passage and running of water soil electricity and gas through any channels drains sewers wires and pipes now existing or which may be constructed within the period of twenty one years from the date hereof to serve the said property and the whole or any part of the Vendor's remaining land Together with a right for the owner or owners for the time being of the Vendor's remaining land or any part thereof to enter into or upon the said roadway for the purpose of installing any such channels drains wires and pipes or connecting the same into any such present or existing channels drains sewers wires and pipes

(3) the right at any time hereafter to enter into and upon the said roadway for the purpose of maintaining repairing and renewing and cleansing any channels drains sewers manholes wires and pipes which may for the time being serve the Vendor's remaining land or any part thereof either exclusively or in common with the said property causing as little damage as possible and making good the surface without unnecessary delay at the sole expense of the person exercising the said right."

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 (30.01.2018) PROPRIETOR: HERONBRIDGE CLOSE FREEHOLD COMPANY LIMITED (Co. Regn. No. 02879139) of 15 Windsor Road, Swindon SN3 1JP.
- 2 (30.01.2018) The price stated to have been paid on 24 January 2018 was £195,000.
- 3 (30.01.2018) The Transfer to the proprietor contains a covenant to observe and perform the covenants 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 By a Conveyance dated 11 August 1931 of the land in this title and other land made between (1) The Right Honourable Mary Emily Elizabeth Viscountess Bolingbroke and St John (Vendor) (2) The Honourable William Richard Percy and The Right Honourable Eustace Sutherland Campbell Percy (Mortgagees) and (3) Wolfred Ashman (Purchaser) the land was conveyed subject to a rentcharge of £10 payable to the Parish Church of Lydiard Tregoze.

NOTE: The said Conveyance also contains the following provision:-

"It is further hereby agreed that as between the Vendor and the Purchaser the recited rentcharge of Ten pounds payable to the Parish Church of Lydiard Tregoze shall be deemed to be exclusively charged on the Mansion House and Park known as Lydiard Park Lydiard Tregoze aforesaid remaining the property of the Vendor in exoneration of the property hereby conveyed and the Vendor for herself and her assigns owner or owners of the Mansion House and Park known as Lydiard Park Lydiard Tregoze aforesaid hereby covenants that she and they will henceforth pay the hereinbefore mentioned rentcharge of Ten pounds and will indemnify the Purchaser his executors administrators and assigns from and against all actions claims and demands on account of the same or any part thereof."

- 2 The land is subject to rights of drainage and rights in respect of water, gas and electricity supply services.
- 3 The parts of the land respectively affected thereby are subject to rights of entry for the purpose of erecting, repairing and maintaining the walls of buildings erected or in the course of erection on the boundaries of adjoining land.
- 4 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 7 July 1980 made between (1) Edwin H Bradley & Sons Limited (Grantor) and (2) The Southern Electricity Board (Board):-

"1. IN consideration of One pound (£1) (the receipt whereof is hereby acknowledged) EDWIN H BRADLEY & SONS LIMITED of Okus Swindon Wiltshire (hereinafter called "the Grantor") as beneficial owner HEREBY GRANTS unto THE SOUTHERN ELECTRICITY BOARD of Southern Electricity House Littlewick Green Maidenhead Berkshire (hereinafter called "the Board") for the benefit of the Board's statutory electricity undertaking FULL RIGHT AND LIBERTY for the Board their servants workmen and others authorised by them to lay use and thereafter from time to time inspect maintain repair renew replace relay supplement and remove low voltage underground electric cables for the transmission and distribution of electricity and the necessary ducts pipes and other apparatus appurtenant thereto (hereinafter referred to as "the electric cables") in positions to be selected by the Board after consultation with the Grantor in and under the land comprised in the title(s) above mentioned (hereinafter called "the Estate") PROVIDED THAT the electric cables shall not be laid under the sites of buildings erected or proposed to

C: Charges Register continued

be erected by the Grantor on the Estate TOGETHER WITH FULL RIGHT AND LIBERTY for the Board their servants workmen and others authorised by them to enter upon the Estate at all reasonable times for all or any of the purposes aforesaid and to break up and excavate so much of the land as may from time to time be necessary making good and restoring the surface on each occasion TO HOLD the rights and liberties hereby granted unto the Board in fee simple

2. THE Board hereby covenant with the Grantor as follows:-

(a) that they will not obstruct the buildings erected or proposed to be erected by the Grantor on the Estate

(b) that they will make good to the reasonable satisfaction of the Grantor and to the Grantor's successors in title as the case may be any damage to the Estate or to the buildings trees hedges or fences of the Grantor or the Grantor's successors in title caused by the laying or use of the electric cables And if for any reason any such damage cannot be made good or if the Board so prefer they shall in lieu of making good such damage fully compensate the Grantor or its successors in title as the case may be therefor

(c) that they will keep the Grantor and its successors in title indemnified against all actions or claims which may be brought or made against the Grantor by reason of any default or neglect on the part of the Board in the exercise of the rights and liberties hereby granted PROVIDED THAT the Grantor or its successors in title as the case may be shall as soon as practicable give notice in writing to the Board of any such action claim or demand brought made or threatened against the Grantor under this sub-clause and shall not settle adjust or compromise such action claim or demand without the consent of the Board PROVIDED FURTHER THAT the Board may at their own expense settle adjust compromise or take over the conduct of any such action claim or demand in the name of the Grantor or its successors in title and the Grantor and its successors in title shall at the expense of the Board give such information and assistance as the Board may reasonably require

(d) that they will at all reasonable times (i) on request of the Grantor (here meaning the Grantor personally) or any proposed Purchasers of part or parts of the land comprised in the above Title(s) and any other body or person with their permission make available for inspection at the Board's appropriate District Office a plan or plans showing the positions or proposed positions of the electric cables and (ii) on request of the successors in title of the Grantor make available for inspection at the Board's appropriate District Office a plan or plans showing the positions of the electric cables (other than cables leading from main distributors)

(e) that in the case of any cables to be laid under any proposed road or way such cables shall be laid at such times as shall be convenient both to the Grantor and to the Board and in such manner as shall not unreasonably interfere with or unreasonably delay the completion of any such road or way or unreasonably increase the cost of constructing the same or prevent or delay the adoption of the same as a public highway maintainable at the public expense

(f) that in exercising the rights hereby granted the Board acknowledges that they do so at their own risk."

The said Deed also contains the following covenants by the Grantor:-

"3. THE Grantor with intent to bind the Estate and each and every part thereof into whosoever hands the same may come and for the benefit and protection of the Board's statutory electricity undertaking and the electric cables HEREBY COVENANTS with the Board that the Grantor and those deriving title under it will not at any time hereafter wilfully do or permit or suffer to be done anything upon the Estate which may cause damage to the electric cables or interfere with or prevent the free access thereto by the Board PROVIDED THAT neither the Grantor nor those deriving title under the Grantor shall be personally liable for a breach of such covenant which may occur on or in respect of the Estate or any part or parts thereof after it or they shall have parted with all interest therein."

C: Charges Register continued

- 5 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto and to such rights of way over roads and footpaths on parking turning areas user or drains or sewers, entry, subjacent and lateral support shelter and protection, free and uninterrupted passage and running of water soil and electricity the right to erect television receiving apparatus parking in visitors parking areas, installation and maintenance of a surface telephone cable and other rights as are granted by those leases.

Schedule of notices of leases

| | Registration date and plan ref. | Property description | Date of lease and term | Lessee's title |
|----|---|--|---|----------------|
| 1 | 22.09.1986 1 (part of) 2, 3 | 2 Heronbridge Close (Upper Maisonette), Garden Area and Parking Space | 16.09.1981 99 years from 24 June 1981 | WT35270 |
| 2 | 22.09.1986 1 (part of) 15 and 16, 17 | 5 Heronbridge Close (Lower Maisonette), Garden Area and Parking Space | 26.10.1981 99 years from 24 June 1981 | WT35750 |
| 3 | 22.09.1986 4 (part of) 5, 6 | 1 Heronbridge Close (Upper Maisonette), Garden Area and Parking Space | 23.09.1981 99 years from 24 June 1981 | WT35461 |
| 4 | 22.09.1986 4 (part of) 52, 53 | 6 Heronbridge Close (Lower Maisonette), Garden Area and Parking Space | 17.12.1981 99 years from 24 June 1981 | WT36895 |
| 5 | 22.09.1986 7 (part of) 8 and 9, 10 | 17 Heronbridge Close (Lower Maisonette), Garden Area and Parking Space | 09.10.1981 99 years from 24 June 1981 | WT35511 |
| 6 | 22.09.1986 7 (part of) 21, 22 | 14 Heronbridge Close (Upper Maisonette), Garden Area and Parking Space | 06.11.1981 99 years from 24 June 1981 | WT35969 |
| 7 | 22.09.1986 11 (part of) 12 and 13, 14 | 9 Heronbridge Close (Lower Maisonette), Garden Area and Parking Space | 19.10.1981 99 years from 24 June 1981 | WT35576 |
| 8 | 22.09.1986 11 (part of) 47, 48 | 10 Heronbridge Close (Upper Maisonette), Garden Area and Parking Space | 28.01.1982 99 years from 24 June 1981 | WT36699 |
| 9 | 22.09.1986 18 (part of) 19, 20 | 13 Heronbridge Close (Upper Maisonette), Garden Area and Parking Space | 26.10.1981 99 years from 24 June 1981 | WT35801 |
| 10 | 22.09.1986 18 (part of) 68 and 69, 70 | 18 Heronbridge Close (Lower Maisonette), Garden Area and Parking Space | 12.03.1982 99 years from 24 June 1981 | WT37611 |
| 11 | 22.09.1986 23 (part of) 24, 25 | 3 Heronbridge Close (Upper Maisonette), Garden Area and Parking Space | 05.10.1981 99 years from 24 June 1981 | WT36090 |
| 12 | 22.09.1986 23 (part of) 26 and 27, 28 | 4 Heronbridge Close (Lower Maisonette), Garden Area and Parking Space | 20.11.1981 99 years from 24 June 1981 | WT36153 |
| 13 | 22.09.1986 29 (part of) 30, 31 | 12 Heronbridge Close (Upper Maisonette), Garden Area and Parking Space | 30.10.1981 99 years from 24 June 1981 | WT36311 |
| 14 | 22.09.1986 29 (part of) 65 and 66, 67 | 7 Heronbridge Close (Lower Maisonette), Garden Area and Parking Space | 08.04.1982 99 years from 24 June 1981 | WT37525 |
| 15 | 22.09.1986 32 (part of) 33 | 15 Heronbridge Close (Upper Maisonette) and Parking Space | 18.12.1981 99 years from 24 June 1981 | WT36555 |

NOTE 1: By a Deed dated 11 March 1983 made between (1) Edwin H Bradley

Schedule of notices of leases continued

| Registration date and plan ref. | Property description | Date of lease and term | Lessee's title |
|--|----------------------|---------------------------|----------------|
| & Son Limited (2) Abbey National Building Society and (3) Stephen Paul Cox the terms of the registered lease was varied. | | | |

NOTE 2: Copy Deed filed under WT36555

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|----|---|--|---|---------|
| 16 | 22.09.1986 32 (part of) 57 and 58, 59 | 16 Heronbridge Close (Lower Maisonette), Garden Area and Parking Space | 04.02.1982 99 years from 24 June 1981 | WT46905 |
| 17 | 22.09.1986 34 (part of) 35, 36 | 24 Heronbridge Close (Upper Maisonette), Garden Area and Parking Space | 08.01.1982 99 years from 24 June 1981 | WT36611 |
| 18 | 22.09.1986 34 (part of) 54 and 55, 56 | 19 Heronbridge Close (Lower Maisonette), Garden Area and Parking Space | 04.02.1982 99 years from 24 June 1981 | WT36931 |
| 19 | 22.09.1986 37 (part of) 38 and 39, 40 | 21 Heronbridge Close (Lower Maisonette), Garden Area and Parking Space | 21.12.1981 99 years from 24 June 1981 | WT36633 |
| 20 | 22.09.1986 37 (part of) 45, 46 | 22 Heronbridge Close (Upper Maisonette), Garden Area and Parking Space | 23.12.1981 99 years from 24 June 1981 | WT36656 |
| 21 | 22.09.1986 41 (part of) 42 and 43, 44 | 8 Heronbridge Close (Lower Maisonette), Garden Area and Parking Space | 18.12.1981 99 years from 24 June 1981 | WT36651 |
| 22 | 22.09.1986 41 (part of) 63, 64 | 11 Heronbridge Close (Upper Maisonette), Garden Area and Parking Space | 16.09.1981 99 years from 24 June 1981 | WT37205 |
| 23 | 22.09.1986 49 (part of) 50, 51 | 23 Heronbridge Close (Upper Maisonette), Garden Area and Parking Space | 09.12.1981 99 years from 24 June 1981 | WT36737 |
| 24 | 22.09.1986 49 (part of) 60 and 61, 62 | 20 Heronbridge Close (Lower Maisonette), Garden Area and Parking Space | 10.02.1982 99 years from 24 June 1981 | WT37136 |

End of register