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Official copy of register of title

Title number LA853658

Edition date 14.01.2013

- This official copy shows the entries on the register of title on 15 MAR 2022 at 07:53:13.
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- Issued on 15 Mar 2022.
- 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, Fylde Office.

A: Property Register

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

LANCASHIRE : CHORLEY

- 1 (11.11.1999) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land and buildings on the south side of Spendmore Lane, Coppull.
- 2 (11.11.1999) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 (11.11.1999) The land tinted blue and tinted yellow on the filed plan has the benefit of the following rights reserved by a Conveyance of the land tinted brown on the filed plan dated 4 January 1980 made between (1) Roy Eastwood Stringfellow and others (Vendors) and (2) Harold Baxendale and James Albert Wilkinson (Purchasers):-

"Except and reserved to the Vendors and their successors in title the owners and occupiers for the time being of the residue of the property comprised in the first Conveyance now retained by the Vendors (hereinafter called "the retained property"):-

(a) the free and uninterrupted right of passage and running of gas electricity water soil and other utility services through all present and future pipes wires cables drains channels sewers watercourses gutters and other conducting media in over or under the property hereby conveyed and the right to set into and put and keep the same in good condition

(b) full right and liberty to execute works and to build or alter or rebuild any buildings for the time being erected upon the retained property and to use the same or any part thereof or any buildings from time to time erected thereon in such manner as the Vendors may think fit notwithstanding that thereby the access of light or air to the property hereby conveyed may be diminished

(c) the right for the Vendors their successors in title lessees and tenants and other persons authorised by the Vendors to lay any new drains sewers or pipes wires and cables under the property hereby conveyed or any part thereof and to connect to any existing drains sewers or pipes wires and cables under the property hereby conveyed or any part thereof and in the case of any land or building or other erection abutting on the property hereby conveyed or any part thereof

A: Property Register continued

or any new drains sewers or pipes wires and cables to be laid under the property hereby conveyed or any part thereof the right for the Vendors and their successors in title lessees and tenants and other persons authorised by the Vendors to enter on the property hereby conveyed or any part thereof with their respective agents contractors and workmen at reasonable hours in the day time for the purpose of inspecting repairing altering improving cleaning or rebuilding such land or building or erections and of laying new drains sewers or pipes wires and cables as aforesaid and inspecting cleaning repairing altering or improving the same the person or persons exercising this right making good all damage thereby occasioned PROVIDED ALWAYS that such rights as are hereby granted or excepted and reserved that are to arise in the future shall apply only to such channels pipes gutters gas and electricity mains spouts sewers and watercourses as are made or laid within a period of eighty years from the date hereof which said period shall be treated as the perpetuity period"

4 (11.11.1999) The Conveyance dated 4 January 1980 referred to above contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED:-

(a) That the Purchasers and their successors in title shall not by virtue of this deed acquire any right of light or air which would prejudice the free use and enjoyment of the retained land for building or any other purposes and that the free enjoyment of light and air had by the Purchasers or their successors in title from or over the retained land shall be deemed to be had by the consent (hereby given) of the Vendors

(b) As between the property hereby conveyed and the retained land all rights of drainage flow of water and other easements or quasi easements shall (subject to anything to the contrary hereinbefore expressly contained be and remain as heretofore"

5 (11.11.1999) The Transfer of the land tinted blue and tinted yellow on the filed plan dated 8 October 1999 referred to in the Charges Register contains the following provision:-

"It is hereby declared that the parties hereto shall not by virtue of the Conveyance acquire any respective rights of light or air over the First Property and the Second Property and the Retained Land of the First Vendors which would prejudice the free use and enjoyment of the First Property and the Second Property or the Retained Land for building or nay other purpose".

NOTE: The Conveyance referred to is a Conveyance of the land tinted blue and tinted yellow on the filed plan and other land dated 26 November 1924 made between (1) Ernest Tebbutt, the several persons of the next four parts, and (6) William Stringfellow and James Stringfellow.

6 (11.11.1999) The land tinted pink on the filed plan has the benefit of the following rights granted by the Transfer thereof dated 8 October 1999 referred to in the Charges Register:-

"The Property is transferred together with the benefit (for the Purchaser and for the Property and each and every part of the Property) of the matters mentioned in the First Schedule so far as they subsist and are capable of taking effect

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FIRST SCHEDULE

Rights

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2. THE right to the free passage of water soil gas electricity and telecommunications to and from the Property through the Conduits in

A: Property Register continued

upon or under the Retained Land save that the Vendor shall at its own cost and expense be entitled to re-position or divert any drain running through the Retained Land provided always that if such drain serves or is capable of serving the Property the Vendor shall obtain the Purchaser's prior written consent to such re-positioning or diversion (not to be unreasonably withheld or delayed) and such re-positioning or diversion shall not detrimentally affect the drainage of the Property

3. THE right for the Purchaser and those authorised by him to enter the Retained Land at all reasonable times (save in an emergency) for the purposes of:-

3.1 repairing maintaining cleaning or renewing or disconnecting any Conduits which serve the Property exclusively

3.2 carrying out any works necessary as a result of any breach of the Vendor of any of the covenants imposed upon it by this transfer"

7 (11.11.1999) The Transfer of the land tinted pink on the filed plan dated 8 October 1999 referred to in the Charges Register contains the following provision:-

"The Purchaser shall not be entitled to any right of light or air or any other easement right or privilege for the Property or any part of the Property (except as may be expressly granted or reserved by this transfer) which would or might restrict or prejudicially affect the future rebuilding alteration development or free use of the Retained Land for residential purposes or any way liberty privilege easement right or advantage whatsoever upon or through the Retained Land which would (but for this provision) have been transferred with the Property by virtue of Section 62 of the Law of Property Act 1925"

8 The land hatched blue on the filed plan added to the title on 5 April 2000.

9 The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

10 As to the land hatched blue on the filed plan the mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.

11 A new filed plan based on the latest revision of the Ordnance Survey Map has been prepared.

12 (07.04.2006) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer dated 9 July 2005 made between (1) Beazer Homes Limited and (2) Freehold Estates Limited.

NOTE: Copy filed under MS511995

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 (05.04.2000) PROPRIETOR: BEAZER HOMES LIMITED (Co. Regn. No. 361750) of Persimmon House, Fulford, York YO19 4FE.

2 (11.11.1999) RESTRICTION:-Except under an order of the registrar no transfer of the land tinted pink on the filed plan is to be registered unless a certificate by the solicitor or licensed conveyancer to the registered proprietor is furnished confirming that the terms of paragraph 8 in the First Part of the Third Schedule to the Transfer thereof dated 8 October 1999 referred to in the Charges Register have been complied with.

3 (05.04.2000) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register

B: Proprietorship Register continued

and of indemnity in respect thereof.

C: Charges Register

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

- 1 (11.11.1999) The land is subject to the following rights granted by a Conveyance dated 1 November 1956 made between (1) Arthur Douglas Manwaring and Laura Lilian Manwaring and (2) Colin Melville Mitchell and Thomas James Reardon:-

"together also with a right to lay drains sewers gas pipes water pipes electric cables and all services necessary or desirable for building houses on the said property or any part thereof through or under the said proposed road and the adjoining land of the Vendors known as Taylor's Farm approximately along the broken black line marked "nine inch sewer" on the said plan to the point on Spendmore Lane thereon shown subject to the Purchasers making good all damage caused thereby to the surface of the said land."

NOTE: The sewer referred to is shown by a blue broken line on the filed plan.

- 2 (11.11.1999) A Transfer of the land tinted blue and tinted yellow on the filed plan dated 8 October 1999 made between (1) Lewis William Stringfellow and John Stringfellow (First Vendors) (2) John Stringfellow and Phyllis Stringfellow (Second Vendors) and (3) Hillcrest Homes Limited (Transferee) contains the following covenants:-

"The Transferee hereby covenants with the First Vendors that it will:

(a) Erect and maintain where necessary a suitable cattle proof fence along the boundary between the points A to B and C to D shown on Plan A such boundary fence not to contain any personal gates or opening onto the Retained Land

(b) Construct within 6 months of the date of commencement of building work on the first Property and the Second Property an access measuring in width 9.1 metres minimum with suitable gate and foul drainage connection between the points B and C shown on plan A".

NOTE: The points marked A, B, C and D referred to are similarly marked on the filed plan. The Retained Land referred to is the land tinted mauve on the filed plan and land adjoining the southeasterly boundary of the land tinted blue on the filed plan. The First Property and Second Property are tinted blue and tinted yellow respectively on the filed plan.

- 3 (11.11.1999) The land tinted blue and tinted yellow on the filed plan is subject to the following rights reserved by the Transfer thereof dated 8 October 1999 referred to above:-

"Rights reserved for the benefit of other land

For the benefit of the Retained Land:

(a) The full right and liberty for the First Vendors and their successors in title their licensees agents servants or any person duly authorised by them with or without vehicles of any description to pass and reposs over and through the First Property to obtain access to and egress from the Retained Land IT BEING HEREBY AGREED AND DECLARED that upon the completion of the construction of the estate roads through the First Property and the Second Property the right of way hereby reserved shall be exercised only over the said estate roads and be extinguished automatically in respect of all other parts of the First Property and the Second Property

(b) The right for the First Vendors and their successors in title to the free passage and running of soil water gas and electricity from and to the Retained Land through and along the pipes wires cables sewers and other conducting media now laid or within 80 years of the date

C: Charges Register continued

hereof to be laid in or under or over the First Property and the Second Property together with the right where necessary to connect into the said pipes wires cable sewers and other conducting media PROVIDED THAT such rights shall be exercised so as to cause as little disturbance as possible and any maintenance in respect of which a right is exercised should be carried out as quickly as is reasonably possible the property entered upon shall forthwith be reinstated and any damage or loss shall be made good to the reasonable satisfaction of the Transferee"

4 (11.11.1999) A Transfer of the land tinted pink on the filed plan dated 8 October 1999 made between (1) Metacre Limited (Vendor) and (2) Hillcrest Homes Limited (Purchaser) contains the following covenants:-

"The Purchaser covenants with the Vendor as mentioned in the First Part of the Third Schedule

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The Purchaser covenants with the Vendor as mentioned in the Second Part of the Third Schedule to the intent that the burden of the covenants there set out shall run with and bind the Property and the benefit of such covenants shall be annexed to and run with the Retained Land

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THE THIRD SCHEDULE

FIRST PART

Purchaser's personal covenants

1. NOT to exercise any right of entry upon the Retained Land granted by this transfer save

1.1 in such a manner as shall cause the minimum inconvenience reasonable to those authorised to use the Retained Land

1.2 making good all damage caused to the Retained Land by such entry as soon as practicable and

1.3 first giving reasonable written notice of such entry to the Vendor (save in the case of emergency)

2. THE Purchaser shall erect on the Property only private dwellinghouses and/or bungalows together with garages and the usual outbuildings thereto and any roads sewers service media and other ancillary matters

3. THE Purchaser shall within two years of the date hereof or earlier if so required by the Local Authority at its own expense construct on the Property to base coat standard the said estate roads and footpaths in the position and of the width as may be required by the Local Planning Authority to a standard capable of subsequent adoption connecting Spendmore Lane Coppull aforesaid to the Retained Land and will maintain the same until adoption by the Local Authority and the Purchaser shall as soon as practicable after the date hereof and in accordance with Local Authority requirements enter into an Agreement with the Local or other Authority supported by an appropriate Bond to secure a completion and adoption of the said estate roads and footpaths as hereinbefore referred to

4. THE Purchaser shall at its own expense and within six months of the date hereof erect on the boundaries of the Retained Land a fence of a type to be first approved by the Local Authority and the Vendor (such approval not to be unreasonably withheld or delayed) and to the reasonable satisfaction of the Vendor

5. NOT to commence any building work upon the Property until the Vendor shall have firstly approved in writing the layout plan showing in particular the estate roads and footpaths with particular regard to their connection to the Retained Land such approval not to be

C: Charges Register continued

unreasonably withheld or delayed

6. AT all times to leave open and unbuilt upon and free from any obstruction whatsoever the said estate roads and footpaths so that the Vendor may have full and free access from the Retained Land on to and upon the estate roads and footpaths

7. TO pay on demand to the Vendor any cost or expense incurred by the Vendor arising out of any entry upon the Property properly made by the Vendor in order to remedy any failure by the Purchaser to comply with the covenants set out in this Schedule together with interest thereon from the date of such demand

8. NOT to transfer or otherwise dispose of the Property without first procuring that the transferee covenants (if more than one jointly and severally) with the Vendor to observe and perform the covenants set out in this Schedule (including the covenant set out in this paragraph) insofar as the same has not been performed

SECOND PART

Restrictive covenants upon the Property

1. NOT to discharge into conduits at any time serving the Retained Land anything which will be corrosive or harmful or which would cause any obstruction or deposit therein

2. NOT to use the Property or any building from time to time erected on the Property for any purposes which may be or become a nuisance to the Vendor or any tenants or occupiers of the Retained Land

3. NOT at any time hereafter to use or suffer to be used or permit to be used any part of the Property whatsoever to afford or to gain or to provide access of any nature or kind whatsoever road footpath or thoroughfare to the adjoining land beyond the southerly boundary of the Retained Land or any part or parts thereof and whether such adjoining land shall come into the ownership of the Purchaser or its successors in title or not".

NOTE: The Retained Land referred to is the strip of land one metre wide adjoining the southeasterly boundary of the land tinted pink on the filed plan. The Transfer describes interest as "interest (before as well as after any judgement) prescribed from time to time under Section 32 of the Land Compensation Act 1961"

5 (11.11.1999) The land tinted pink on the filed plan is subject to the following rights reserved by the Transfer thereof dated 8 October 1999 referred to above:-

"The Property is transferred subject to exceptions and reservations (for the benefit of the Vendor and of the Retained Land) of the rights described in the Second Schedule

THE SECOND SCHEDULE

Excepted and reserved rights for the Retained Land

1. FULL and free rights of way at all times and for all purposes with or without animals and motor vehicles of any kind over the estate roads and footpaths to be constructed by the Purchaser on the Property pursuant to the covenants in that behalf hereinafter contained leading from Spendmore Lane Coppull aforesaid to the Retained Land and in the position or positions and of the widths approved by the Vendor for the purpose of attaining access to and egress from the Retained Land and if the Purchaser shall fail to perform the said covenants whenever necessary full right liberty power and authority to and for the Vendor and its successors in title and all others authorised by it to enter upon the Property at any time within the Perpetuity Period and to construct thereon extensions of the said estate roads and footpaths in accordance with existing planning permissions leading to the boundary of the Retained Land from the said estate roads and footpaths to be constructed by the Purchaser as aforesaid and until the said estate roads and footpaths have been constructed by the Purchaser the rights

C: Charges Register continued

of way hereby reserved shall be exercisable by the Vendor and all other persons authorised by it over the Property along the approximate line of the said proposed estate roads and footpaths as determined by the Vendor

2. FULL right and liberty to use any of the Retained Land for building or other purposes and in particular without regard to the obstruction of light or air and the grant of any right to the free passage of light or air over the Retained Land is hereby expressly excluded

3. FULL right and liberty for the free and uninterrupted passage and running of water soil gas electricity telecommunication services or other conducting media from and to the Retained Land or any messuages or buildings to be erected thereon during the Perpetuity Period through the sewers drains pipes cisterns gutters electric wires cables and other service installations or Conduits which are now or may hereafter during the Perpetuity Period be in over or under the Property with full and free right liberty power and authority to and for the Vendor and its successors in title to enter upon any part of the Property for the purpose of laying repairing cleansing maintaining renewing or connecting into any such sewers drains pipes wires cables service installations or other conducting media (hereinafter referred to as "the Service Media") subject to making good all or any damage occasioned in the exercise of such rights

4. THE right at any time within the Perpetuity Period to erect or permit to be erected or altered any building from time to time erected on the Retained Land notwithstanding any obstruction or interference with the passage and access of light and air to any building which may be erected upon the Property"

6 The land hatched blue on the filed plan is subject to the following rights reserved by a Transfer thereof dated 18 February 2000 made between (1) Beverley Anne Thiem and Robert Stephen Thiem (Transferor) and (2) Hillcrest Homes Limited (Transferee):-

"Rights reserved for the benefit of (the land having the benefit should be defined, if necessary by reference to a plan)the Retained Property

1. A right for the Transferor and their successors in title to connect to and use inspect maintain or renew any Service Media crossing the property.

2. A right for the Transferor and their successors in title to enter on the Property to inspect maintain or renew the Service Media

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Definitions

SERVICE MEDIA means all drains sewers pipes wires cables conducting media and apparatus for surface and foul water drainage gas light oil electricity water electronic transmissions and similar services now or within the Perpetuity Period constructed on the Property."

Retained property means the remainder of the land in title LA581638.

7 (05.04.2000) By a Deed dated 9 March 2000 made between (1) Metacre Limited and (2) Hillcrest Homes Limited the covenants contained in the Transfer dated 8 October 1999 referred to above were expressed to be varied. The following are details of the terms of variation:-

"WHEREAS

Clause 8 of the First Part of the Third Schedule to the Transfer did not accurately reflect the wishes of the parties who have therefore agreed to enter into this Deed in order to rectify the situation

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The Transfer shall henceforth be read and construed as if the words

C: Charges Register continued

"Provided always that this clause shall not apply to any disposal of a private dwellinghouse or of any land to be transferred to any statutory or local authority or service company for sites for electricity substations gas governors or pumping stations or for public open space" shall be added at the end of that clause"

- 8 (05.04.2000) A Deed of covenant dated 20 March 2000 made between (1) Metacre Limited (the Covenantee) and (2) Beazer Homes Limited (the Covenantor) contains the following covenants:-

"The Covenantor covenants with the Covenantee as set out in the First Schedule;

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FIRST SCHEDULE

THE COVENANTS

1. NOT to exercise any right of entry upon the Retained Land granted by the Transfer save

1.1 in such a manner as shall cause the minimum inconvenience reasonable to those authorised to use the Retained Land

1.2 making good all damage caused to the Retained Land by such entry as soon as practicable and

1.3 first giving reasonable written notice of such entry to the Covenantee (save in the case of emergency)

2. THE Covenantor shall erect on the Property only private dwellinghouses and/or bungalows together with garages and the usual outbuildings thereto and any roads sewers service media and other ancillary matters

3. THE Covenantor shall within two years of the date hereof or earlier if so required by the Local Authority at its own expense construct on the Property to base coat standard the estate roads and footpaths in the position and of the width as may be required by the Local Planning Authority to a standard capable of subsequent adoption connecting Spendmore Lane Coppull aforesaid to the Retained Land and will maintain the same until adoption by the Local Authority and the Covenantor shall as soon as practicable after the date hereof and in accordance with Local Authority requirements enter into an Agreement with the Local or other Authority supported by an appropriate Bond to secure a completion and adoption of the said estate roads and footpaths as hereinbefore referred to

4. THE Covenantor shall at its own expense and within six months of the date hereof erect on the boundaries of the Retained Land a fence of a type to be first approved by the Local Authority and the Covenantee (such approval not to be unreasonably withheld or delayed) and to the reasonable satisfaction of the Covenantee

5. NOT to commence any building work upon the Property until the Covenantee shall have firstly approved in writing the layout plan showing in particular the estate roads and footpaths with particular regard to their connection to the Retained Land such approval not to be unreasonably withheld or delayed

6. AT all times to leave open and unbuilt upon and free from any obstruction whatsoever the said estate roads and footpaths so that the Covenantee may have full and free access from the Retained Land on to and upon the estate roads and footpaths

7. TO pay on demand to the Covenantee any cost or expense incurred by the Covenantee arising out of any entry upon the Property properly made by the Covenantee in order to remedy any failure by the Covenantor to comply with the covenants set out in this Schedule together with interest thereon from the date of such demand

C: Charges Register continued

8. NOT to transfer or otherwise dispose of the Property without first procuring that the transferee covenants (if more than one jointly and severally) with the Covenantee to observe and perform the covenants set out in this Schedule (including the covenant set out in this paragraph) insofar as the same has not been performed

SECOND SCHEDULE

"The Property"

The land transferred by the Transfer being the land registered under Title Number LA853658

THIRD SCHEDULE

"The Retained Land"

The land which at the date of this Deed is owned by the Covenantee and is registered under Title Number LA689218."

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DEFINITIONS

1.1 "the Covenantee" and "the Covenantor" shall include their respective successors in title;

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1.3 "the Transfer" means the Transfer dated 8th October 1999 made between (1) the Covenantee and (2) Hillcrest Homes Limited"

9 (27.07.2000) The land is subject to the following rights granted by a Transfer of land at the back of 291 Spendmore Lane dated 20 March 2000 made between (1) Hillcrest Homes Limited (Transferor) and (2) George Anthony Hunt and Linda Hunt (Transferee):-

"The Transferor grants to the Transferee and their successors in title a right in common with the Transferor and its successors in title at all times and for all purposes to pass and repass with or without vehicles along the road shown coloured brown on the attached plan B ("The Access Road") provided firstly that the Transferor may vary the route of the Access Road provided that the new route is no less convenient to the Transferee and provided secondly that the Transferor may temporarily obstruct the right of way hereby granted during construction of the Access Road.

Agreements and Declarations It is hereby agreed that the maintenance of the Access Road is to be the responsibility of the Transferor and its successors in title until adoption by the relevant Local Authority."

NOTE: The road coloured brown referred to is edged mauve on the filed plan.

10 (27.07.2000) The land is subject to the following rights granted by a Transfer of land at the back of 293 Spendmore Lane dated 20 March 2000 made between (1) Hillcrest Homes Limited (Transferor) and (2) Robert Stephen Thiem and Beverley Anne Thiem (Transferee):-

"The Transferor grants to the Transferee and their successors in title a right in common with the Transferor and their successors in title at all times and for all purposes to pass and repass with or without vehicles along the road shown coloured brown on the attached plan B ("The Access Road") provided firstly that the Company may vary the route of the Access Road provided that the new route is no less convenient to the Transferee and provided secondly that the Company may temporarily obstruct the right of way hereby granted during construction of the Access Road.

Agreements and Declarations

C: Charges Register continued

It is hereby agreed and declared that the maintenance of the Access Road is to be the responsibility of the Transferor and its successors in title until adoption by the relevant Local Authority."

NOTE: The road coloured brown referred to is edged mauve on the filed plan.

- 11 (11.10.2001) The roads and footpaths and any driveways, accessways, common areas, passageways and parking areas are subject to rights of way and user.
- 12 (11.10.2001) The land is subject to rights in respect of drainage, water, gas, electricity and other domestic supply services and so far as affected thereby, to any rights of overhang, protrusion, support, protection, shelter and of tying into gable walls together with ancillary rights of entry.
- 13 (12.06.2002) An Agreement dated 12 September 2001 made between (1) Beazer Homes Limited (2) Chorley Borough Council and (3) National House Building Council relates to the construction, maintenance and development of estate roads.

NOTE: Copy filed.

- 14 (14.01.2013) The land is subject to the rights granted by a Deed of Grant dated 13 June 2012 made between (1) Beazer Homes Limited and (2) United Utilities Water Plc.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under LAN136387.

End of register