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Official copy of register of title

Title number BK412104

Edition date 07.07.2021

- This official copy shows the entries on the register of title on 27 APR 2023 at 12:03:32.
- 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 27 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, Gloucester Office.

A: Property Register

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

WEST BERKSHIRE

- 1 (16.03.2007) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land lying to the North West of Poplar Close, Reading Road, Burghfield Common, Reading.
- 2 (16.03.2007) The land has the benefit of the following rights reserved by a Conveyance of adjoining land dated 2 September 1988 made between (1) Margaret Shipley Russell (Vendor) and (2) Charles Joseph Hay and Margaret Hay (Purchasers):-

" EXCEPT AND RESERVING unto the Vendor the owner or occupier for the time being of the adjoining property of the Vendor a right of way with or without vehicles horses tractor farming and garden implements and machinery in common with the Purchasers and others already having a like right over and along the accessway shown coloured green on the said plan annexed hereto the Vendor paying a fair proportion of the cost of maintaining and repairing the surface thereof EXCEPT AND RESERVING ALSO unto the Vendor and her successors in title the owners or occupiers for the time being of the Vendor's said adjoining property all easements quasi easements liberties privileges rights and advantages now or heretofore enjoyed by the Vendor's said adjoining property over or in respect of the property hereby conveyed and which would be implied by statute or by reason of severance in favour of a purchaser of the Vendor's said adjoining land if the same had been conveyed to such purchaser and the property hereby conveyed had been retained by the Vendor."

NOTE:-Copy plan filed under BK295092.
- 3 (11.05.2007) A Conveyance of the land in this title and other land dated 25 April 1952 made between (1) Millicent Burnaby-Atkins (Vendor) (2) Doris Kathleen Upperton (Purchaser) and (3) George William Marshall (Sub-Purchaser) contains the following provision:-

IT WAS THEREBY AGREED AND DECLARED

(a) That nothing should be done on land thereby conveyed which would cause any obstruction to the access of light or air passing through any of the windows of any buildings then standing on the adjoining properties known as "The Poplars" and Essex Farm respectively shown on

A: Property Register continued

said plan.

(b) That Sub-Purchaser and his sequels in right should not claim by reason of Conveyance to him of property thereby conveyed nor should he or they acquire as against the Purchaser or her sequels in right any right to access of light or air over the said adjoining properties known as "The Poplars" and Essex Farm aforesaid to or for any buildings or erections then built or thereafter to be built or any access or use of light or air to or for such buildings or erections or any additions thereto should so far as regards the Sub-Purchaser or his sequels in right be deemed permissive and enjoyed by consent thereunder so as to prevent the Sub-Purchaser or his sequels in right from having any legal or equitable right or claim or remedy against the Purchaser or her sequels in right in respect of any obstruction or detriment to such access or use of light or air."

- 4 (11.05.2007) A Conveyance of the land tinted pink on the title plan and other land dated 4 March 1955 made between (1) George William Marshall (Vendor) and (2) Elsie Lavinia Emmett (Purchaser) contains the following provision:-

Agreement and declaration as follows:-

Purchaser and her successors in title to property thereby conveyed and any part thereof should not claim by reason of Conveyance to her of property thereby conveyed nor should she or they acquire as against Vendor or his successors in title any right to access of light or air over adjoining property of Vendor and No'd 71 on said Plan to or for any buildings or erections thereafter to be built or erected on property thereby conveyed or to or for any additions to such buildings or erections and any access or use of light or air to or for such buildings or erections or any additions thereto should so far as regarding Purchaser or her successors in title be deemed permissive and enjoyed by consent thereunder so as to prevent Purchaser or her successors in title from having any legal or equitable right or claim or remedy against Vendor or his successors in title in respect of any obstruction or detriment to such access or use of light or air.

- 5 (07.11.2018) An Agreement dated 7 November 2018 made between (1) Robert William Tait and Jennifer Tait and (2) Peter Michael Russell, Shinaine Kathleen Wykes, Ian Russell and Hugh Russell relates to the boundaries as therein mentioned of the land in this title.

NOTE: Copy filed under BK295092.

- 6 (10.12.2020) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared following an Agreement dated 7 November 2018 made between (1) Robert William Tait and Jennifer Tait and (2) Peter Michael Russell, Shinaine Kathleen Wykes, Ian Russell and Hugh Russell relating to the part of the North Eastern boundary of 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 (16.03.2007) PROPRIETOR: PETER MICHAEL RUSSELL of Black Barn, Goodworth Clatford, Andover SP11 7RN and SHINAINE KATHLEEN WYKES of 34 Chesterton Hall Crescent, Cambridge, Cambridgeshire CB4 1AP and IAN RUSSELL of 4 Glendower Street, Monmouth NP25 3DG and HUGH RUSSELL of Hesworth Cottage, Hesworth Common, Fittleworth, Pulborough RH20 1EW.
- 2 (16.03.2007) The value stated as at 16 March 2007 was £50,000.
- 3 (16.03.2007) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

B: Proprietorship Register continued

- 4 (22.08.2018) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 15.1 of a Deed dated 21 August 2018 and made between Ian Cheshire and Peter Michael Russell and Shinaine Kathleen Wykes and Ian Russell and Hugh Russell and Raymond Norman Shaw and Karen Patricia Shaw (1) and Crest Nicholson Operations Limited (2) have been complied with or that they do not apply to the disposition.
- 5 (04.09.2018) RESTRICTION: No disposition of the part of registered estate shown tinted pink and tinted blue on the title plan by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 15.1 of a Co-Operation Agreement dated 20 August 2018 and made between (1) Peter Michael Russell and others (2) Ian David Cheshire and (3) Raymond Norman Shaw and Karen Patricia Shaw have been complied with or that they do not apply to the disposition.
- 6 (23.10.2018) The address for service of Hugh Russell has been changed.
- 7 (20.03.2019) The address for service of Peter Michael Russell has been changed.
- 8 (20.03.2019) The address for service of Ian Russell has been changed.
- 9 (07.07.2021) RESTRICTION: No disposition of the part of the registered estate shown edged blue on the title plan by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by T A Fisher & Sons Limited (Co. Regn. No. 2582252) of Theale Court, 11-13 High Street, Theale, Reading, Berkshire, RG 5AH or their conveyancer.

C: Charges Register

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

- 1 (16.03.2007) By a Conveyance thereof and other land dated 15 June 1956 made between (1) Elsie Lavinia Emmett (Vendor) and (2) Margaret Shipley Russell (Purchaser) the land tinted pink on the title plan was conveyed subject as follows:-

"EXCEPT AND RESERVING unto the Vendor and her successors in title (in common with all others having a similar right) the free passage and running of water along the ditch within the south west boundary of the property hereby conveyed"

End of register