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## Official copy of register of title

Title number EB24418

Edition date 19.02.2014

- This official copy shows the entries on the register of title on 21 AUG 2015 at 10:40:00.
- 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 21 Aug 2015.
- 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 Land Registry, Coventry Office.

## A: Property Register

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

EAST SUSSEX : EASTBOURNE

- 1 (13.05.1969) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 18 Lottbridge Drove, Eastbourne (BN23 6NS).

## 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 (26.10.2009) PROPRIETOR: Lifestyle Property (Bexhill) LLP (LLP Regn. No. OC337030) of Mount Ephraim, Tunbridge Wells, Kent TN4 8AE.
- 2 (26.10.2009) The price stated to have been paid on 5 October 2009 was £650,000.
- 3 (19.02.2014) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 6 December 2013 in favour of National Westminster Bank PLC referred to in the Charges Register.

## C: Charges Register

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

- 1 A Conveyance of the land in this title dated 28 March 1969 made between (1) The Most Noble John Duke of Buccleuch and The Most Noble Mary Alice Duchess of Devonshire (Vendors) (2) The Most Noble Andrew Robert Buxton Duke of Devonshire and (3) Henry William Turner and Ronald Frederick Blackiston (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 The land is subject to the following rights reserved by the Conveyance dated 28 March 1969 referred to above:-

## C: Charges Register continued

### THE FIRST SCHEDULE ABOVE REFERRED TO

#### EXCEPTIONS RESERVATIONS AND OTHER PROVISIONS SUBJECT TO WHICH THE LAND IS SOLD

1. The land is conveyed subject to all easements affecting the same or any part thereof.
2. Every wall or fence marked "A" on the plan is a party wall or fence and only that moiety thereof which is built on the land shall belong to the Purchaser.
3. No portion of the soil of any road or footpath shown on the plan nor any right of light or air over or against any other land which belongs at law or in equity to the Vendors is conveyed to or conferred on the Purchasers.
4. In respect of every window now or hereafter placed in any side or back wall of any building now or hereafter standing on the land and overlooking other land now belonging at law or in equity to the Vendors the Purchasers shall be deemed to enjoy the access and use of light thereto with the consent and by the leave and licence of all persons from time to time interested in such other land and shall not be the enjoyment thereof acquire any absolute or indefeasible or other right thereto as the Purchasers hereby admit and agree.
5. The Purchasers shall not have the benefit of or the right to enforce or have enforced or to prevent the release variation or modification of any restrictive covenant or stipulation relating to any land in the County Borough of Eastbourne which has already been or may hereafter be entered into by any other Purchaser or lessee from the Vendors or from their predecessors.
6. Generally all adjoining or neighbouring lands belonging at law or in equity to the Vendors may be built on and the same and the buildings may be used in any manner that may be thought fit without the Purchasers being entitled to object.
7. Out of the land there are excepted and reserved in fee simple unto the owners of and annexed unto all property which now belongs at law or in equity to the Vendors and adjoins or is near to the land and to every part of such adjoining or neighbouring property and unto any other persons to whom the Vendors may before the expiration of 21 years from the death of the Duke of Devonshire think proper to grant any right or easement in that behalf the following rights namely:-
  - (a) First the right to make before the expiration of 21 years from the death of the Duke of Devonshire and thereafter maintain renew repair and use a drain of such dimensions and of such materials and at such level and in such course and direction as the person exercising this right may think fit through the land for the purpose the draining of and the conveyance of water and sewage from any adjoining or neighbouring land and the buildings now or hereafter erected thereon.
  - (b) Secondly the free use and enjoyment of all such drains and watercourses and running and passage of water and sewage in and through such drains and watercourses as now or at any time before the expiration of 21 years from the death of the Duke of Devonshire shall run or proceed through or under the land or any part thereof from any other property adjoining or near to the land.
  - (c) Thirdly the right at all times hereafter to enter upon the land during reasonable hours in the daytime for the purpose of laying the drain mentioned in paragraph (a) above or of cleansing repairing maintaining renewing or reconstructing any drain or watercourse hereinbefore referred to or for the purpose of building repairing rebuilding or altering any adjoining building or any party wall or fence the person exercising such right making reasonable compensation for any damage which may thereby be caused to the land or to any erection thereon.

*NOTE:-An "A" mark referred to in paragraph 2 above affects the North Eastern and the North Western boundaries of the land in this title.*

## C: Charges Register continued

- 3 By a Licence under hand dated 19 May 1970 made between (1) The Most Noble Walter John Duke of Buccleuch and The Most Noble Mary Alice Duchess of Devonshire (Trustees) by their agent Peter Maplestone Miller and (2) Norman James Miller made supplemental to the Conveyance dated 28 March 1969 referred to above. Licence was expressed to be granted to permit to use the site for the repair maintenance and sale of Motor Vehicles. The said Licence also contains restrictive covenants.

*NOTE:-Copy filed.*

- 4 (26.10.2009) A Licence dated 5 October 2009 made between (1) Peter Anthony Bostock and Clive Pieter De Ruig and (2) Lifestyle Property (Bexhill) LLP is supplemental to the Conveyance dated 28 March 1969 referred to above and relates to permission for the property to be used for the uses permitted by Classes B1, B2 and B8 as set out in the Schedule to the Town and Country Planning (Use Classes) Order 1987 and use as car dealership showroom and workshop.

*NOTE:-Copy filed.*

- 5 (26.10.2009) The land is subject to the lease set out in the schedule of leases hereto.
- 6 (19.02.2014) REGISTERED CHARGE dated 6 December 2013.
- 7 (19.02.2014) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of Credit Documentation Department, 8th Floor, 1 Hardman Boulevard, Manchester M3 3AQ.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 28 March 1969 referred to in the Charges Register:-

"(a) THE Purchasers for themselves and their successors in title to the said land HEREBY COVENANT with the Duke of Devonshire and also as a separate covenant with the Vendors and their successors in title the owners for the time being of all other freehold property in the County Borough of Eastbourne now belonging at law or in equity to the Vendors (commonly known as The Compton Estate and hereinafter referred to as "the protected estate") or any part of the protected estate and to the intent and so that the benefit of this covenant shall run with and enure for the benefit of the protected estate and of every part thereof taken separately that the Purchasers will at all times hereafter in relation to the said land and all erections thereon observe the regulations contained in the Third Schedule hereto.

(b) PROVIDED ALWAYS that if and so often as any land is conveyed away by any deed which is so drawn that the grantee of such land shall not take the benefit of the foregoing covenant or shall not be entitled to prevent its release variation or modification then such land shall thereupon cease to be part of "the protected estate" as above defined.

(c) THE burden of the foregoing covenant shall so far as the law permits run with the said land so as to be binding on every person for the time being interested in or in occupation of the said land or any part thereof.

(d) PROVIDED ALSO that the Purchasers shall not be liable for any breach of the foregoing covenant occurring after they shall have ceased to have any interest in the premises in respect of which the breach occurs and after notice of the said covenant shall have been entered in the Charges Register at Land Registry.

(e) THE Vendors or their successors in title to the protected estate or any part thereof may enforce release waive or vary the said covenant or may attach the benefit of the same exclusively to any particular part of the protected estate

THE SECOND SCHEDULE ABOVE REFERRED TO  
RESTRICTIONS IMPOSED ON THE LAND

## Schedule of restrictive covenants continued

1. In this Schedule:-

(a) "the said property" means the said land and all buildings walls fences and other erections from time to time thereon.

(b) "the permitted buildings" means all such buildings walls fences and other erections as have been or shall hereafter be erected on the said land in accordance with the provisions of this Schedule.

2.(a) There shall not (without the previous consent of the Vendors as herein provided) be erected upon the land any building wall fence or other erection save a building for use as a Builders Merchants and enclosure walls and fences and there shall not be expended on the erection of any such building (inclusive of proper drains and enclosure walls and fences) for materials and labour alone at cost price at the date of this agreement less than the sum of £4500 The said building shall not be erected otherwise than in the position and within the building line shown on the plan and in accordance with the requirements of the local authority.

(b) The said building drains walls and fences shall not nor shall any new erection alteration or addition be built constructed made or laid save in a substantial and workmanlike manner and with the best materials of their several kinds or otherwise than in accordance with plans elevations sections and specifications approved by the Vendors (linen copies of which plans and elevations are to be approved and deposited by the Purchasers).

(c) There shall not at any time be deposited or made up or manufactured upon the said land any building or other materials except such as shall be actually required and used for the permitted buildings And no building or other materials shall at any time be deposited made up or manufactured upon any road or footpath adjoining the said land or upon any land intended to be used for such road or footpath.

3.(a) The wall along the frontage to any road or footpath and that part of the dividing walls from the front wall to the building line shall be formed of 10" x 5" kerb with half battered face and embedded in 6" of concrete (aproved as herein provided).

(b) Subject as hereinbefore provided no enclosure wall or fence shall (i) be constructed otherwise than of 2'" mesh approved galvanised chain link fencing with reinforced concrete posts at intervals not exceeding 9 feet or (ii) be less than 3 feet 6 inches in height or more than 5 feet in height.

(c) In this paragraph height is calculated from the finished ground level.

(d) No wall or fence erected on any boundary marked "A" on the plan shall be built otherwise than half on each side of the boundary and every wall or fence erected on any such boundary shall be a party wall or a party fence.

4. No building wall fence or other erection (except as may be erected in accordance with the provisions hereinbefore contained) shall at any time hereafter be erected on the land without the previous consent in writing of the Vendors and further without any previous consent no demolition (total or partial) alteration or addition shall at any time hereafter be made of or to any enclosure wall or fence or of or to the exterior or any main wall or timber of any of the permitted buildings PROVIDED ALWAYS that nothing in this paragraph contained shall prevent the permitted buildings or any of them being rebuilt on the original site and according to the original plans and elevations thereof.

5. The approval by the Vendors of the plans and elevations of any new erection alteration or addition which may hereafter be sanctioned by the Vendors shall not be acted on before there shall have been paid by the Purchasers the sum of four guineas to the Vendors for the approval of the same.

6. The said property shall not nor shall any part thereof at any time without the previous consent in writing of the Vendors be used

## Schedule of restrictive covenants continued

otherwise than for a builders merchants.

7. There shall not without the previous consent in writing of the Vendors be stuck affixed or exhibited outside or inside the said property any bill notice-board plate placard or advertisement which shall be visible from the outside of the said property or from the adjoining road or street except (a) one single notice-board (not of a permanent character) intimating that the said property is for sale or to be let (b) a board not exceeding 9 feet by 6 feet in size for the affixing or exhibition of the trade name and description of an authorised trade or business for the time being carried on upon the said property.

8. No act or thing whatsoever shall be done or suffered to be done upon the said property or any part thereof which may be or become a nuisance annoyance or injury to any property now belonging at law or in equity to the Vendors and adjoining or near to the said land or to the tenants of any such property or which may tend to deteriorate the value of such property or any part thereof.

9. No buildings shall be erected or roads made on the land save in accordance with plans previously submitted to and approved by the Sussex River Authority.

(ii) No sewage soil grease paint petrol trade effluent or other polluting substances shall be allowed to contaminate the surface water drain having a connection with the Sussex River Authority's Crumbles Sewer to the intent that the said surface water drain shall be used for surface water only and any connection thereto shall be fitted with an oil and grease interceptor of a type approved by the Vendors.

10. No building shall be erected with a floor level below the level of the road which adjoins the land.

11. No minerals clay chalk gravel beach or sand in upon or under the land shall without the previous consent in writing of the Vendors be dug for excavated or removed.

12. No caravan motor car or other mechanically propelled vehicle having 3 or more wheels shall cross from or to the said property to or from the road and footpath mentioned on the fourth Schedule unless and until a special crossing has been made in accordance with the requirements of the Corporation of Eastbourne and with the previous consent in writing of the Vendors and the Purchasers have made the payment mentioned in the fourth Schedule.

13. In this Schedule references to the Vendors include (where the context permits) the agent for the time being of the Vendors.

*NOTE 1:-The building line referred to in paragraph 2.(a) of the Second Schedule above is set back 20 feet from the service road.*

*-NOTE 2:-An "A" mark referred to in paragraph 3.(d) above affects the North Eastern and North Western boundaries of the land in this title.*

## Schedule of notices of leases

1	26.10.2009	18 Lottbridge Drove	05.10.2009 From 5.10.2009 to 30.7.2023	ESX325912
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End of register