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Official copy of register of title

Title number HP342493

Edition date 28.04.2003

This official copy shows the entries on the register of title on 13 JUN 2019 at 14:48:44.

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Issued on 13 Jun 2019.

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, Weymouth Office.

A: Property Register

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

HAMPSHIRE : HAVANT

- 1 (26.02.1988) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Tournurbury Farm, Hayling Island.
- 2 The land tinted pink on the filed plan has the benefit of the following rights granted by a Conveyance thereof and other land dated 26 November 1931 made between (1) George Jarman and Walter Jarman (2) Mabel Alice Miller Twine and Leonard Harmer Miller Twine (Vendors) and (3) Ivan Edward Snell (Purchaser):-

TOGETHER with full right and liberty for the Purchaser his heirs and assigns the owners and occupiers for the time being of the hereditaments firstly hereinbefore mentioned or any part thereof (in common with the owners or occupiers for the time being of the piece of land marked Part Lot 6 upon the said plan hereto annexed) and all persons authorised by him with or without horses cattle carts wagons and implements from time to time and at all times hereafter to use the roadway shown by the dotted line on the plan running through fields marked Numbers 65 and 67 on the said plan to the main road the Purchaser his heirs and assigns paying a fair proportion of the expense of keeping the said roadway in repair

NOTE: The fields referred to adjoin the northern boundary of the land in this title. The roadways referred to are shown on the filed plan.

- 3 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of land adjoining the northern boundary of the land in this title dated 24 March 1947 made between (1) Ivan Edward Snell (Vendor) and (2) Hayling Holidays Limited (Company):-

TOGETHER with the right to construct a drain by piping and filling in the watercourse or ditch marked "ditch" on the said plan Except and Reserved unto the Vendor and his past and future assignees owners or occupiers of the adjoining or neighbouring land at all times hereafter the full and free right of drainage water from such adjoining and neighbouring land through the said watercourse marked "ditch" and through any pipe which has been or may hereafter be constructed by the Company as aforesaid with liberty to make connections to such

A: Property Register continued

watercourse and/or pipe for the purpose of exercising the rights hereby reserved

-NOTE: Copy plan in Certificate. Copy plan filed.

- 4 The land has the benefit of the following rights reserved by an Assent of Menegham House dated 15 October 1982 made between (1) John Michael Perry Bishop and Christopher Payan Dawnay (Personal Representatives) and (2) Julianna Mary Ivan Selby:-

EXCEPTING AND RESERVING unto the Personal Representatives and their successors in title owner or owners or occupiers for the time being of the adjoining or neighbouring land retained by the Personal Representatives situate on the North and East sides of the said premises and known as Tournerbury Farm Hayling Island aforesaid (herein referred to as "the Retained Land") and each and every part thereof and their respective tenants servants agents and licencees in fee simple:-

(a) the full and free passage and running of water and soil from the Retained Land through the sewers and drains (if any) now or hereafter to be laid in or under the said premises with full right and liberty at any time to enter upon the said premises for the purpose of laying repairing cleansing and maintaining such sewers and drains and removing therefrom any obstruction the Personal Representatives or such other persons as aforesaid making good all damage occasioned thereby and on request paying a fair and proper proportion of the expense of laying repairing cleansing and maintaining such sewers and drains

(b) all such rights privileges and advantages whether as regards support water eavesdrop light or of laying or maintaining water gas or other pipes or mains of any nature whatsoever in under or over the said premises in favour of the Retained Land as the owners tenants or other occupiers thereof are now or have been accustomed to enjoy by way of easement quasi-easement profit-a-prendre or otherwise with all necessary rights of access on to the said premises for the purpose of exercising such rights privileges and advantages making good any damage thereby occasioned to the said premises

- 5 The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 17 November 1987 referred to in the Charges Register:-

"TOGETHER WITH:

(i) A right of access for the Purchaser and his successors in title over and upon so much of the Vendor's adjoining land comprised in Land Registry Title Number HP229822 as may be reasonably necessary and whether with or without workmen and equipment for the purpose of inspection repair maintenance and renewal of the sea wall on the eastern side of the property and a right to dig mud therefrom for the purpose of repair maintenance and renewal of the sea wall SUBJECT TO all necessary consents and permission having first been obtained for such works from the Nature Conservancy Council the harbout authority and any other competent authority

(ii) A right of way for the Purchaser and his successors in title through Tournier Bury Wood over and along the trackway shown coloured brown on the plan annexed hereto so far as shall reasonably be necessary for the purposes of transporting materials to be used in the repair maintenance or renewal of the said sea wall and for the purpose of digging mud in accordance with the rights to be granted in sub-clause (i) hereof and over and along the trackways shown coloured brown and purple on the plan annexed for the Purpose of launching and retrieving a boat from My Lord's Pond at the point marked "A" on the said plan SUBJECT TO the making good of any damage caused to the said track EXCEPT AND RESERVED unto the Vendor a right of way in favour of the Vendor and his successors in title being the owners or occupiers for the time being of Tournier Bury Wood Tournier Bury Plantation and Wood Cottage and their tenants agents licensees and others authorised by them at all times and for all purposes with or without vehicles over and along the tracks shown hatched black on the said plan making good any damage thereby caused

A: Property Register continued

–NOTE: Copy plan in Certificate. Copy plan filed.

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 (26.02.1988) Proprietor: A G PHILLIPS AND SON LIMITED of 21a East Street, Havant, Hants.
- 2 (28.04.2003) CAUTION affecting the land edged brown on the filed plan in favour of GRAHAM STUART ARTHUR PHILLIPS and SUSAN PHILLIPS of 1 and 2 Farm Cottages, Tournerbury Lane, Hayling Island, Hants.

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 17 November 1987 made between (1) Francis Ivan Snell (Vendor) and (2) A.G Phillips and Son Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

–NOTE: Copy plan in Certificate. Copy plan filed.
- 2 By the Conveyance dated 17 November 1987 referred to above the land was conveyed subject to the following provisions:-

"THE property hereby conveyed is conveyed subject to but with the benefit of all rights including rights of way whether public or private drainage water and electricity supplies and other rights obligations easements quasi easements and restrictive covenants and all existing or proposed wayleaves for pylons stays cables drains water gas and other pipes whether referred to herein or not".
- 3 An Agreement under seal dated 1 August 1986 made between (1) Francis Ivan Snell and (2) The Nature Conservancy Council is expressed to be pursuant to Section 15 of the Countryside Act 1968 relates to the management of part of the land in this title.

–NOTE: Copy filed.
- 4 (26.02.1988) Equitable Charge dated 17 November 1987 in favour of Francis Ivan Snell to secure the moneys therein mentioned.

–NOTE: Copy filed.
- 5 (14.12.1989) REGISTERED CHARGE dated 16 November 1989 to secure the moneys including the further advances therein mentioned.
- 6 (14.12.1989) Proprietor: LLOYDS BANK PLC of 4 West Street, Havant, Hants, PO9 1PE.
- 7 The parts of the land affected thereby are subject to the rights granted by a Deed of Grant dated 3 August 1990 made between (1) A G Phillips and Son Limited (2) Portsmouth Water Company and (3) Lloyds Bank Plc.

The said deed also contains restrictive covenants.

–NOTE: Copy in Certificate. Copy filed.
- 8 By a Deed dated 24 May 1993 made between (1) Francis Ivan Snell (2) A.G Phillips & Son Limited and (3) Lloyds Bank Plc the covenants contained in the Conveyance dated 17 November 1987 referred to above were expressed to be modified and released so far as they affect the land specified therein.

C: Charges Register continued

→NOTE: Copy in Certificate. Copy filed.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 17 November 1987 referred to in the Charges Register:-

"THE Purchaser hereby covenants for itself and its successors in title with the Vendor that the Purchaser and its successors in title will not during the life time of Mrs Anthony serve upon her any notice to quit or otherwise require to give up possession or taken any proceedings for possession in respect of her occupation of Tournier Bury Cottage Tournierbury Farm Hayling Island aforesaid

THE Purchaser with the intent to bind so far as may be the property hereby conveyed and each and every part thereof and all persons who shall for the time being be the owner of any estate or interest in or the occupier of the said property or any part or parts thereof HEREBY COVENANTS with the Vendor and for the benefit and protection of each and every part of the Retained Land (as hereinafter defined) of the Vendor and his successors in title to whom the benefit of the covenant shall have been expressly assigned that the Purchaser will not at any time within fifty years of the date hereof:

(a) use or occupy the property hereby conveyed or any part or parts thereof or permit or suffer the same to be used or occupied for any purpose other than the purpose of a farm and as agricultural land including (for the avoidance of doubt) the keeping and rearing of horses the sale of farm produce and the use of part of the property as offices in connection with such permitted activities or any of them

(b) without prejudice to the generality of the foregoing carry out any development on the said property or any part or parts thereof or permit or suffer the same to be developed save for such development (if any) as shall be consistent with the use and occupation of the said property as a farm and as agricultural land as hereinbefore defined PROVIDED ALWAYS that this covenant shall not apply to 1.5 acres or thereabouts comprised in OS number 9200 part shown coloured yellow on the said plan nor to any other single area of up to 0.5 acres at any place upon the property for the purpose of the construction of one residential dwelling for the sole purpose of occupation by Mr A G Phillips or his Wife Child or Grandchild and for which planning consent has been granted

(c) in this Clause the following expressions shall have the meanings hereinafter respectively assigned to them that is to say:

(i) "the Vendor" and "the Purchaser" shall where the context so admits and without prejudice to the operation of Section 78 and 79 of the Law of Property Act 1925 include their respective successors in title and the persons claiming through or under them

(ii) "develop" and "development" shall have the meanings assigned to them respectively by the Town and Country Planning Act 1971 or any re-enactment or modification thereof for the time being in force

(iii) "the Retained Land" shall mean the land retained by the Vendor at the date hereof comprising:

(a) Tournier Bury Wood and Tournier Bury Plantations shown edged yellow on the plan annexed hereto

(b) Foreshore and Mudflats comprised in Land Registry Title Number HP229822

(c) 1 and 3 Eastwood Close Tournierbury Lane Hayling Island aforesaid

(d) If the Rule of Law known as the Perpetuity Rule shall be applicable to the covenant contained in this Clause (but not further or otherwise) IT IS HEREBY DECLARED that the said covenant shall not have effect after the expiration of a period of fifty years from the date hereof which said period is hereby declared to the Perpetuity Period for the

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Schedule of restrictive covenants continued
purposes hereof".

End of register