THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 13 OCT 2020 AT 13:37:20. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, DURHAM OFFICE.

TITLE NUMBER: WSX236241

There is no application or official search pending against this title.

A: Property Register

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

WEST SUSSEX : CHICHESTER

- 1 (14.10.1999) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 56, 62, 85, 93, 95 and 97 Montalan Crescent, Selsey and The Wadeway Caravan Site, The Wadeway, The Goathlands Caravan Park, Montalan Crescent and The Westmount Caravan Park, Warners Lane, Selsey.
- 2 (14.10.1999) The land edged and numbered 4 in yellow on the filed plan has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance thereof dated 29 October 1945 made between (1) Henry Cecil Victor Wernham and Annie Beatrice Colliass (Vendors) (2) Frederick William Phipps (Mortgagee) and (3) Caroline Rebecca Tunnell (Purchaser):-

"excepting and reserving unto the Vendors their heirs and assigns and all others being owners or occupiers of the properties adjoining or neighbouring to the premises hereby conveyed the right in common with the Purchaser to pass and repass whether on foot or otherwise over and along Montalan Crescent."

3 (14.10.1999) The land edged and numbered 3 in yellow on the filed plan has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance thereof dated 8 December 1945 made between (1) Henry Cecil Victor Wernham and Annie Beatrice Colliass (Vendors) (2) Frederick William Phipps (Mortgagee) and (3) Caroline Rebecca Tunnell (Purchaser):-

"Excepting and reserving unto the Vendors their heirs and assigns and all others being owners or occupiers of the properties adjoining or neighbouring to the premises hereby conveyed the right in common with the Purchaser to pass and repass whether on foot or otherwise over and along Montalan Crescent aforesaid. Together with the similar right for the Purchaser to use the whole length and width of Montalan Crescent and The Causeway as a means of access to and from Mill Lane ."

4 (14.10.1999) The land edged and numbered 2 in yellow on the filed plan has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance thereof dated 9 September 1946 made between (1) Henry Cecil Victor Wernham and Annie Beatrice Colliass (Vendors) and (2) Ernest James and Mercy James (Purchasers):-

"excepting and reserving unto the Vendors their heirs and assigns and all others being owners or occupiers of the properties adjoining or neighbouring to the premises hereby conveyed the right in common with the Purchasers to pass and repass whether on foot or otherwise over and along Montalan Crescent aforesaid. Together with the similar right for the Purchasers to use the whole length and width of Montalan Crescent and The Causeway as a means of access to and from Mill Lane ."

5 (14.10.1999) The land edged and numbered 14 in yellow on the filed plan has the benefit of the following rights granted by but is subject to the following rights contained in a Conveyance thereof dated 7 November

A: Property Register continued

1946 made between (1) Henry Cecil Victor Wernham and Annie Beatrice Colliass (Vendors) and (2) Albert Basil Riddy (Purchaser):-

"subject to the right of way of all persons entitled thereto over the said half roadway And Together with a right of way over the Causeway and Montalan Crescent as a means of access to and from Mill Lane."

The land edged and numbered 13 in yellow on the filed plan has the benefit of the following rights granted by a Conveyance thereof dated 31 July 1952 made between (1) Kate Thackray (Vendor) and (2) Arthur Stephen Hall (Purchaser):-

"TOGETHER with a right of way for all purposes over and upon Montalan Crescent aforesaid."

7 (14.10.1999) The land edged and numbered 5, 6, 7, 9, 10, 11 and 12 in yellow on the filed plan has the benefit of the following rights granted by a Conveyance thereof dated 9 October 1957 made between (1) Herbert Frederick Smith (Vendor) and (2) Walter Thomas Hobbs (Purchaser):-

"TOGETHER with all others entitled thereto to a Right of Way for all purposes over the entire length of Montalan Crescent and The Causeway from and to Mill Lane aforesaid."

8 (14.10.1999) The land edged and numbered 8 in yellow on the filed plan has the benefit of the following rights granted by a Conveyance thereof dated 13 June 1958 made between (1) Sidney Leslie Cooke (Vendor) and (2) Walter Thomas Hobbs (Purchaser):-

"Together with a right of way so far as the Vendor is able to grant the same for all purposes over the road known as The Causeway the Purchaser and the persons deriving title under him paying to the before named Frederick William Phipps and the persons deriving title under him a rateable part in proportion to the length of the frontage of the said land to the said proposed road all the reasonable costs charges and expenses of and incidental to the repair of the said proposed road."

9 (14.10.1999) The land edged and numbered 15 and 16 in yellow on the filed plan has the benefit of the following rights granted by a Conveyance thereof dated 1 March 1968 made between (1) Beatrice Silverton and Violet Elizabeth Burns (Vendors) and (2) Walter Thomas Hobbs (Purchaser):-

10 (14.10.1999) A Deed of Grant affecting the land edged and numbered 17 in yellow on the filed plan dated 10 August 1999 made between (1) Thawscroft Limited (2) Albert Arthur Hobbs and (3) John Edgerton and others is expressed to grant rights relating to a foul sewer.

NOTE: Copy 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 (14.10.1999) PROPRIETOR: SEABROOK PARKS LIMITED of (Co. Regn. No. 3444058) of New Hampshire Court, St Paul's Road, Portsmouth, Hampshire, PO4 5JT.
- 2 (14.10.1999) 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.
- 3 (14.10.1999) A Conveyance of the land edged and numbered 8 in yellow on

B: Proprietorship Register continued

the filed plan and other land dated 6 October 1934 made between (1) Frederick William Phipps (Vendor) and (2) Florence Cox (Purchaser) contains purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.

4 (14.10.1999) A Transfer of the land edged and numbered 1 in yellow on the filed plan dated 12 March 1944 made between (1) Henry Cecil Victor Wernham and Annie Beatrice Collias (Vendors) (2) Frederick William Phipps (Mortgagee) and (3) Reginald Frank Naudey (Purchaser) contains purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.

5 (14.10.1999) The Conveyance dated 8 December 1945 referred to in the Property Register contains purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.

6 (14.10.1999) A Conveyance of the land edged and numbered 11 in yellow on the filed plan and other land dated 21 December 1945 made between (1) Henry Cecil Victor Wernham and Annie Beatrice Collias (Vendors) (2) Frederick William Phipps (Mortgagee) and (3) Herbert Frederick Smith (Purchaser) contains purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.

7 (14.10.1999) A Conveyance of the land edged and numbered 10 in yellow on the filed plan and other land dated 25 May 1946 made between (1) Henry Cecil Victor Wernham and Annie Beatrice Collias (Vendors) (2) Frederick William Phipps (Mortgagee) and (3) William Charles John Ward (Purchaser) contains purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.

8 (14.10.1999) The Conveyance dated 9 September 1946 referred to in the Property Register contains purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.

9 (14.10.1999) The Conveyance dated 7 November 1946 referred to in the Property Register contains purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

The Conveyance also contains purchasers covenants from a Conveyance dated 6 December 1938 made between (1) Frederick William Phipps and (2) henry Cecil Victor Wernham and Annie Beatrice Colliass. The said Conveyance was not lodged on first registration.

The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.

10 (14.10.1999) A Conveyance of the land edged and numbered 5 in yellow on the filed plan and other land dated 14 June 1947 made between (1) Henry Cecil Victor Wernham and Annie Beatrice Collias (Vendors) (2) Frederick

2 ~ 4 0

B: Proprietorship Register continued

William Phipps (Mortgagee) and (3) Herbert Frederick Smith (Purchaser) contains purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.

(14.10.1999) A Conveyance of the land edged and numbered 9 in yellow on the filed plan and other land dated 12 July 1947 made between (1) Henry Cecil Victor Wernham and Annie Beatrice Collias (Vendors) (2) Frederick William Phipps (Mortgagee) and (3) Herbert Frederick Smith (Purchaser) contains purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.

Schedule of personal covenants

The following are details of the personal covenants contained in the Conveyance dated 6 October 1934 referred to in the Proprietorship Register:-

COVENANT by the Purchaser to forthwith erect and forever thereafter maintain good and substantial fences on the West side of the land thereby assured where marked "T" on the said plan such fences to be not more than 6' in height.

NOTE: The T mark referred to above affects the western boundary of the land edged and numbered 8 in yellow on the filed plan.

The following are details of the personal covenants contained in the Transfer dated 12 March 1944 referred to in the Proprietorship Register:-

"THE Purchaser hereby covenants with the Vendors that he will (a) Forthwith erect and for ever maintain good and substantial fences on the South and East side of the land hereby assured where marked T on the said plan such fences to be not more than Six feet in height."

The following are details of the personal covenants contained in the Conveyance dated 8 December 1945 referred to in the Proprietorship Register:-

"THE Purchaser hereby covenants with the Vendors that she will (a) Forthwith erect and for ever hereafter maintain good and substantial fences on the sides of the land hereby assured where marked T on the said plan such fences to be not more than Six feet in height (b) Pay a fair proportion according to frontage thereto of the expense of repairing and maintaining Montalan Crescent aforesaid until the same is taken over by the Local Authority."

NOTE: No T mark was shown on the plan supplied on first registration.

The following are details of the personal covenants contained in the Conveyance dated 21 December 1945 referred to in the Proprietorship Register:-

"THE Purchaser hereby covenants with the Vendors that he will (a) Forthwith erect and for ever hereafter maintain good and substantial fences on the sides of the land hereby assured where marked T on the said plan such fences to be not more than Six feet in height (b) Pay a fair proportion according to frontage thereto of the expense of repairing and maintaining Montalan Crescent aforesaid until the same is taken over by the Local Authority."

NOTE: The T marks referred to above do not affect any external boundary of the land in this title.

The following are details of the personal covenants contained in the Conveyance dated 25 May 1946 referred to in the Proprietorship

Schedule of personal covenants continued

Register:-

8

"THE Purchaser hereby covenants with the Vendors that he will (a) Forthwith erect and for ever hereafter maintain good and substantial fences on the sides of the land hereby assured where marked T on the said plan such fences to be not more than Six feet in height (b) Pay a fair proportion according to frontage thereto of the expense of repairing and maintaining Montalan Crescent aforesaid until the same is taken over by the Local Authority."

NOTE: No T mark was shown on the plan supplied on first registration.

The following are details of the personal covenants contained in the Conveyance dated 9 September 1946 referred to in the Proprietorship Register:-

"THE Purchasers hereby jointly and severally covenant with the Vendors that they will (a) Forthwith erect and for ever hereafter maintain good and substantial fences on the sides of the land hereby assured where marked T on the said plan such fences to be not more than Six feet in height (b) Pay a fair proportion according to frontage thereto of the expense of repairing and maintaining Montalan Crescent aforesaid until the same is taken over by the Local Authority."

NOTE: The T marks referred to above have been reproduced on the filed plan.

- 7 The following are details of the personal covenants contained in the Conveyance dated 7 November 1946 referred to in the Proprietorship Register:-
 - "....with intent to bind so far as is practicable the property hereby conveyed and the owner or owners thereof for the time being the Purchaser hereby covenants with the Vendors that the Purchaser and the persons deriving title under him will
 - (1) observe and perform the said covenant as to repair and maintenance of roads so far as the same affects the property hereby conveyed and is still subsisting and capable of taking effect
 - (2) observe and perform the stipulation as to fencing contained in Part II of the said First Schedule hereto and
 - (3) keep the Vendors and each of them and each of their estates and effects effectually indemnified against all actions claims and demands in respect of the said covenant as to repair and maintenance of roads so far as aforesaid.

THE FIRST SCHEDULE above referred to

Part I

Copy of Covenant contained in Conveyance of the Sixth day of December One thousand nine hundred and thirty-eight.

Pay a fair proportion according to frontage thereto of the expense of repairing and maintaining the Causeway and the Montalan Crescent until the same are taken over by the Local Authority.

Part II

Forthwith erect and forever thereafter maintain good and substantial fences on the sides of the land hereby assured where marked "T" on the said plan such fences not to be more than six feet in height."

NOTE: No T mark was shown on the plan supplied on first registration.

The following are details of the personal covenants contained in the Conveyance dated 14 June 1947 referred to in the Proprietorship Register:-

"THE Purchaser hereby covenants with the Vendors that he the Purchaser will (a) Forthwith erect and for ever hereafter maintain good and substantial fences on the sides of the land hereby assured where marked

- 6 /

Schedule of personal covenants continued

T on the said plan such fences to be not more than Six feet in height (b) Pay a fair proportion according to the frontage of the expense of repairing and maintaining Montalan Crescent aforesaid until taken over by the Local Authority."

NOTE: The T marks referred to above affect the Southeastern and Southwestern boundaries of the land edged and numbered 5 in yellow on the filed plan. The Southeastern boundary does not now comprise an external boundary of the land in this title.

The following are details of the personal covenants contained in the Conveyance dated 12 July 1947 referred to in the Proprietorship Register:-

"THE Purchaser hereby covenants with the Vendors that he the Purchaser will (a) Forthwith erect and for ever hereafter maintain good and substantial fences on the sides of the land hereby assured where marked T on the said plan such fences to be not more than Six feet in height (b) Pay a fair proportion according to the frontage of the expense of repairing and maintaining Montalan Crescent aforesaid until taken over by the Local Authority."

NOTE: The T mark referred to above affects the Northeastern and Northwestern boundaries of the land edged and numbered 9 in yellow on the filed plan. The Northwestern boundary does not now comprise an external boundary of the land in this title.

C: Charges Register

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

1 (14.10.1999) The land edged and numbered 17 in yellow on the filed plan is subject to the following rights contained in a Conveyance thereof dated 31 March 1946 made between (1) George Henry Charles Honeybunn (Vendor) and (2) Helen Savitsky (Purchaser):-

"subject to a right of way for all purposes for the Mayor Aldermen and Citizens of the City of Chichester over the piece of land coloured blue on the said plan such right of way to include a right to lay and maintain cables under the said piece of land coloured blue the Corporation afterwards restoring the surface to its original condition."

NOTE: The land coloured blue referred to above is tinted blue on the filed plan.

- 2 (14.10.1999) A Conveyance of the land edged and numbered 6 in yellow on the filed plan dated 6 September 1950 made between (1) Henry Cecil Victor Wernham and Annie Beatrice Wernham (Vendors) and (2) John Payne (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (14.10.1999) A Conveyance of the land edged and numbered 12 in yellow on the filed plan dated 6 September 1950 made between (1) Henry Cecil Victor Wernham and Annie Beatrice Wernham (Vendors) and (2) Violet Winifred Jarvis (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- A Conveyance of the land edged and numbered 16 in yellow on the filed plan dated 27 January 1951 made between (1) Henry Cecil Victor Wernham and Annie Beatrice Wernham (Vendors) and (2) Richard Maynard Hannaford (Purchaser) contains covenants identical with those contained in the Conveyance dated 6 September 1950 in favour of John Payne referred to above.

The 'T' marks affected the Southwestern and Southeastern boundaries of the land edged and numbered 16 in yellow on the filed plan. The Southeastern boundary does not now comprise an external boundary of the land in this title.

5 A Conveyance which includes the land edged and numbered 13 in yellow on

C: Charges Register continued

the filed plan dated 7 March 1952 made between (1) Henry Cecil Victor Wernham and Annie Beatrice Wernham and (2) Kate Thackray contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

(14.10.1999) A Conveyance of the land edged and numbered 7 in yellow on the filed plan dated 18 December 1952 made between (1) Annie Beatrice Wernham and David Alan Bostock Smith (Vendors) and (2) John Payne (Purchaser) contains covenants identical with those contained in the Conveyance dated 6 September 1950 in favour of John Payne referred to above.

The 'T' marks affected the Southwestern and Southeastern boundaries of the land edged and numbered 7 in yellow on the filed plan.

7 (14.10.1999) The land edged and numbered 17 in yellow on the filed plan is subject to the rights granted by a Deed of Grant dated 14 June 1999 made between (1) Albert Arthur Hobbs and (2) John Edgerton and others.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

8 (26.04.2000) The parts of the land affected thereby are subject to the following rights granted by the Lease of an electricity sub-station site dated 30 March 2000 referred to in the Schedule of Leases hereto:-

"TOGETHER with the right for the Company its servants workmen and others authorised by them in common with all other persons having the like right within the term granted by this Deed:-

- (a) to pass and repass with or without vehicles at all reasonable times and for all purposes connected with the construction and maintenance of electricity supply lines and all activities ancillary thereto and in particular to convey plant machinery and other apparatus and materials over and along the piece of land or way shown on the Plan and thereon coloured brown and brown hatched black or such other reasonable route as the Landlord may direct and
- (b) to lay and use and thereafter from time to time inspect maintain repair relay supplement and remove cables for the transmission and distribution of electricity and the necessary ducts pipes and other apparatus thereto (hereinafter collectively referred to as "the Cables") in and under the land in the position shown (as near as may be) coloured green and brown hatched black on the Plan and for any of the purposes aforesaid to enter upon such piece of land and to break up and excavate so much thereof as from time to time may be necessary and to remove and dispose of any surplus earth."

NOTE: Copy plan filed.

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 6 September 1950 referred to in the Charges Register:-

"THE Purchaser to the intent that this covenant shall be binding so far as may be on the owner for the time being of the hereditaments hereby assured but upon the Purchaser only so long as he shall be the owner of the same hereditaments hereby covenants with the Vendors that he and his successors in title will at all times hereafter observe and perform the stipulations and conditions set forth in the First Schedule hereto

THE FIRST SCHEDULE above referred to

- (a) Forthwith to erect and for ever thereafter maintain good and substantial fences on the Southwestern and Southeastern boundaries of the land thereby assured where marked "T" on the said plan such fences not to be more than six feet in height
- (b) To pay a fair proportion according to frontage thereto of the expense of repairing and maintaining Montalan Crescent aforesaid until

Schedule of restrictive covenants continued

the same is taken over by the Local Authority

- (c) To pay a fair proportion of any tithe or land tax to the Vendors until such time as the same may be legally apportioned
- (d) To comply with the provisions of any Town Planning Scheme which may be now or at any time hereafter imposed on the land hereby conveyed in accordance with any Town Planning Scheme relating to the said land
- (e) Until the Roadway is taken over by the Local Authorities to keep the same in good order and condition so far as it abuts upon or adjoins the land hereby conveyed
- (f) Not to carry on or permit to be carried on upon the said land any noxious noisy or offensive trade business or occupation
- (g) Not to permit any caravans or house on wheels (other than genuine private trailer caravans) to remain or be upon the land hereby conveyed."
- The following are details of the covenants contained in the Conveyance dated 6 September 1950 referred to in the Charges Register:-

"THE Purchaser hereby covenants with the Vendors that she the Purchaser and persons deriving title under her will at all times hereby observe and perform the restrictions and stipulations set out in the second and third schedules hereto but so that the Purchaser shall not be liable for a breach of covenant occurring or in respect of the property hereby conveyed or any part or parts thereof after she shall have parted with all interest therein.

SECOND SCHEDULE above referred to

- (a) Forthwith erect and for ever thereafter maintain good and substantial fences on the East and South sides of the land thereby assured where marked "T" on the said plan such fences not to be more than $\sin x$ feet in height
- (b) Pay a fair proportion according to frontage thereto of the expense of repairing and maintaining aforesaid until the same is taken over by the Local Authority.

THIRD SCHEDULE above referred to

The Purchaser hereby covenants with the Vendors.

- (a) To pay a fair proportion of any tithe or land tax to the Vendors until such time as the same may be legally apportioned
- (b) To comply with the provisions of any Town Planning Scheme which may be now or at any time hereafter imposed on the land hereby conveyed in accordance with any Town Planning Scheme relating to the said land
- (c) Until the Roadway is taken over by the Local Authorities to keep the same in good order and condition so far as it abuts upon or adjoins the land hereby conveyed
- (d) Not to carry on or permit to be carried on upon the said land any noxious noisy or offensive trade business or occupation
- (e) Not to permit any caravans or house on wheels (other than genuine private trailer caravans) to remain or be upon the land hereby conveyed."

Schedule of notices of leases

Registration Property description date and plan ref.

Date of lease Lessee's and term title

0 - 5 0

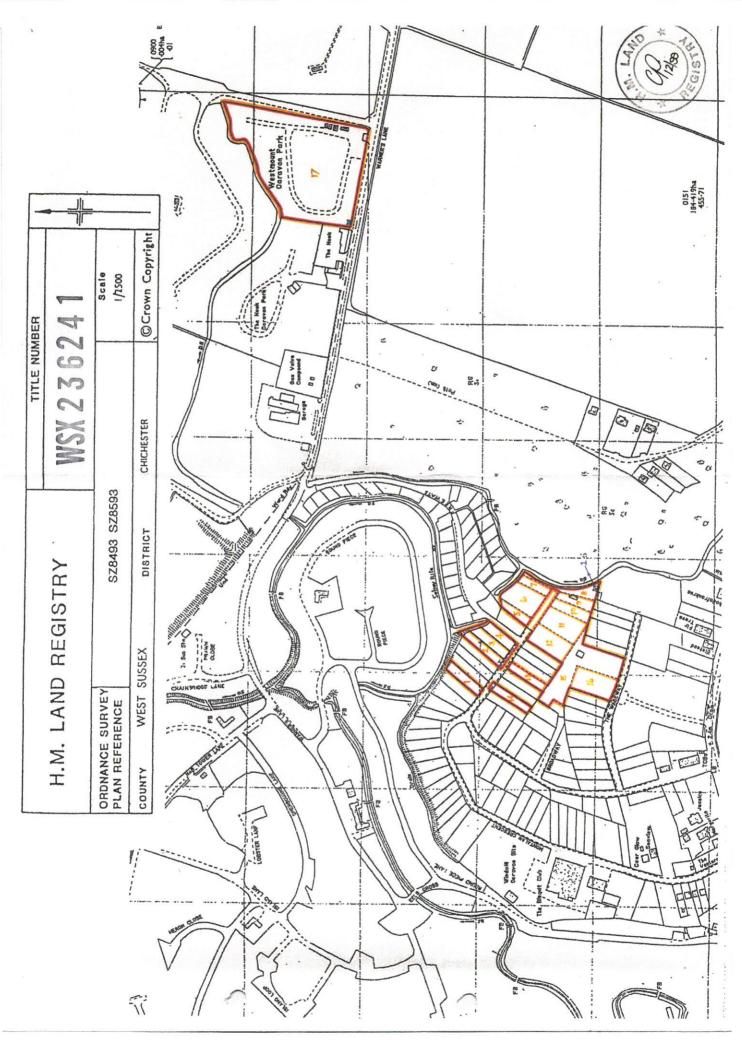
26.04.2000 Electricity Sub-Station 30.03.2000 WSX241381

99 years from 30.3.2000

NOTE: See entry in the Charges Register relating to the rights granted by this lease

End of register

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This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 13 October 2020 at 13:37:59. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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