

Title Number : SX76537

This title is dealt with by Land Registry, Durham Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

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This extract shows information current on 3 JUN 2013 at 10:13:27 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: SX76537
Address of Property	: The Balcombe Estate, Ardingly
Price Stated	: Not Available
Registered Owner(s)	: JOHN SIMON GREENWOOD of The Estate Office, Stone Hall, Balcombe, Haywards Heath, West Sussex RH17 6QN.
Lender(s)	: The Agricultural Mortgage Corporation PLC

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 3 JUN 2013 at 10:13:27. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

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## A: Property Register

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

WEST SUSSEX : MID SUSSEX

1 (15.04.1966) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being The Balcombe Estate, Ardingly.

2 There are appurtenant to so much of the land in the title as was intended to be benefitted thereby the following rights excepted and reserved in the Conveyance dated 25 January 1963 referred to in the Charges Register:-

"(a) in respect only of the land specified in the Second Part of the First Schedule hereto (subject to the provisions of the Ground Game Act 1880 and the Ground Game (Amendment) Act 1906) the exclusive right to all game and rabbits and to preserve the same on the premises with liberty to shoot hunt course and sport thereon and (b) a right of way at all times for the purpose only of forestry work in Walk Wood and for extracting timber therefrom with vehicles or tractors of any kind along a route to be agreed between the parties or their successors in title being approximately between the points marked A and B on the said plan subject to making good or paying compensation for any unreasonable damage caused thereby."

NOTE: The land specified in the Second Part of the First Schedule is tinted yellow on the filed plan and the points lettered A and B are lettered S and R respectively on the filed plan.

3 There is appurtenant to the land edged and numbered 22 in yellow on the filed plan a right of way for all purposes over the access roadway numbered 2 in blue on the filed plan.

4 Each of the Conveyances dated 1 August 1898 referred to in the Charges Register contains a provision as to rights of light or air in the following form and the registration of the parts edged and numbered 6, 7, 8 and 9 in yellow on the filed plan takes effect subject thereto:-

"But not including any easement or implied easement of light or air over the adjoining land of the Vendors."

5 The Conveyance dated 20 June 1947 referred to in the Charges Register contains the following provision as to rights of light or air and the registration of the land tinted pink and blue takes effect subject thereto:-

"The Purchaser shall not be entitled to any easement or right of light or air or other easement or right which would restrict or interfere with the free use of any adjoining or neighbouring property of the Vendors for building or other purposes."

6 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.

7 The land has the benefit of the rights reserved by a Transfer of the land edged and numbered SX95428 in green on the filed plan dated 23 October 1967 made between (1) Penelope Anne Greenwood

## A: Property Register continued

(Transferor) and (2) Joseph James Cooke:-

"EXCEPTING AND RESERVING unto the Transferor for the period of one year only from the date hereof a right of way at all times and for all purposes over the land hereby transferred."

- 8 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered SX133900 in green on the filed plan dated 29 June 1971 made between (1) Penelope Anne Greenwood (Transferor) and (2) Albert Leonard Lyons and Wendy Rosemary Lyons (Purchasers):-

"EXCEPT AND RESERVED to the owners and occupiers for the time being of the adjoining property to the south west retained by the Transferor:-

(a) The right to the full and free passage of water and soil through the existing pipes and the manholes as laid beneath or in the property hereby transferred and thence to the public sewer in Mill Lane and

(b) All necessary rights of access for the purpose of inspecting cleansing repairing and renewing the said pipes and manhole the Transferor and such persons as aforesaid causing as little disturbance as possible to the property hereby transferred by the exercise of such rights and making good at her or their own expense any damage as may be occasioned thereto Provided however that the cost of cleansing repairing and renewing any drainage apparatus as may be used in common by both the said properties shall be borne in shares proportionate to the respective user thereof."

- 9 The land edged and lettered A in red on the filed plan added to the title on 18 November 1975.

- 10 The land edged and lettered A in red on the filed plan is not affected by the Conveyances dated 1 August 1898 and 20 June 1947 and the Transfer dated 29 June 1971 respectively referred to above.

- 11 The land has the benefit of the rights reserved by the Transfer dated 24 October 1978 referred to in the Charges Register.

"1. The right of way on foot or on horseback for private purposes and with vehicles for timber extraction along the tracks having a minimum width of 4 metres which are shown by continuous orange lines on the plan number 721/3/BE4 attached hereto subject to paying a fair proportion of the costs from time to time incurred in maintaining and repairing the said tracks according to the amount of use thereof by the parties hereto and their successors in title

2. A right of way with vehicles for timber extraction to and along the bridleway shown coloured blue on plan number 721/3/BE4 having a minimum width of 4 metres adjoining Great Burrow Wood the Transferor ensuring that the said Bridleway is maintained in no worse condition than would have existed but for her use thereof

3. A right of way with or without horses across the dam at the southern end of the land first herein described

4. The full and exclusive right and liberty of shooting and carrying away as her own property all manner of game birds and other birds unprotected by legislation for the time being in force other than duck and water fowl upon and from the whole of the land firstly herein described and in particular but without prejudice to the generality of the foregoing:-

(a) the right to drive game birds across any part of the said land on to any adjoining land for the time being owned by the Transferor or her successors in title

(b) the right for members of organised shoots to stand upon and

## A: Property Register continued

shoot from the tracks shown by continuous orange lines on the said plan and on the occasion of such organised shoots the shooting rights before referred to shall extend to and include the right of shooting those birds listed in part two of the first schedule and the second and third schedules of the Protection of Birds Act 1954

(c) the right (subject only to the concurrent rights of the occupiers under the Ground Game Act 1880) to destroy hares and rabbits and vermin on any part of the said land which is not covered by water

(d) all such rights of access from the Transferor's employees as are reasonably required in accordance with good gamekeeping practice

5. (a) the exclusive right to keep not more than two boats in the boathouse below Hook Barn and to use the jetty at the same place provided that the Transferor or her successors in title shall maintain the same in good repair

(b) the right to operate not more than two boats with outboard motors on the reservoir but only in connection with the recovery of game birds during shoots and for any other purpose

(c) the right to use one boat with outboard motor for crossing the reservoir anywhere north west of the broken blue line on plan number 721/3/BE4 running from the boathouse to O.S. 8257 but only in connection with the keeping and preserving of game on the land on either side of the reservoir and not for any other purpose

6. The right to fish with not more than two rods from any part of the bank of the reservoir coextensive with the track shown by continuous and broken orange lines on the said plan and all necessary rights of access for such purpose

7. The right to maintain use inspect repair and renew the septic tank system to be constructed by the Transferee on the land firstly herein described to serve Balcombe Mill House

8. The right to enter from time to time upon a strip of land two metres wide on the east west and south sides of the building marked Balcombe Mill on plan number 721/3/BE4 for the purpose of maintaining the said building

9. (a) all the above rights shall be exercisable by the Transferor and her successors in title and all persons authorised by her or them

(b) all the above rights shall be appurtenant to the land comprised in title number SX76537 or such part thereof as are capable of benefiting therefrom respectively."

NOTE: The orange lines referred to are shown by mauve broken lines between the points N-O and P-Q and the bridleway coloured blue is shown by mauve broken lines between the points J-K and L-AA on the filed plan. The blue broken line is shown by mauve broken line between the points AB-AC thereon Hook Barn and Balcombe Mill is thus shown. The land firstly described herein referred to is the largest of the three pieces of land which together comprise the land transferred.

12 There are appurtenant to the land remaining in this title the following rights reserved by the Transfer dated 8 August 1979 referred to in the Charges Register:-

"1. The free passage (in common with all others entitled to the like right) and running of gas water soil electricity and other services through the pipes sewers drains watercourses gutters and cables laid or at any time within a period of twenty-one (21) years hereafter to be laid over or under the property hereby transferred for the service of the Transferor's adjoining land the owners from time to time of such land or dwellinghouses paying their due proportion of the expense of cleansing repairing and

## A: Property Register continued

renewing and maintaining from time to time any such pipes sewers drains watercourse gutters and cables which are used in common for the service of such land and dwellinghouses.

2. The right to enter with or without workmen and/or materials upon the land hereby transferred for the purposes of repairing any building of the Transferor adjoining the property hereby transferred and making connection to laying cleansing repairing renewing and maintaining any such pipes sewers drains watercourses gutters and cables walls and fences as aforesaid the person or persons so entering causing thereby as little damage as possible and forthwith making good any damage which may thereby be caused.

3. The right to lay a gas supply pipe across the property hereby transferred to serve East Cottage and West Cottage adjoining the property hereby transferred."

- 13 The Transfer dated 8 August 1979 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that the wall through the building at the point marked "Y" on the said plan shall be a party wall and the rights and liabilities in respect thereof shall be in accordance with Section 38(1) of the Law of Property Act 1925."

NOTE: The letter Y referred to is shown as YY on the filed plan.

- 14 The land remaining in this title has the benefit of the rights reserved by the Transfer dated 4 October 1979 referred to in the Charges Register:-

"1. The free passage (in common with all others entitled to the like right) and running of gas water soil electricity and other services through the pipes sewers drains watercourses gutters and cables laid or at any time within a period of twenty one (21) years hereafter to be laid over or under the property hereby transferred for the service of the Transferor's adjoining land the owners from time to time of such land or dwellinghouses paying their due proportion of the expenses of cleansing repairing and renewing and maintaining from time to time any such pipes sewers drains watercourses gutters and cables which are used in common for the service of such land and dwellinghouse.

2. The right to enter with or without workmen and/or materials upon the land hereby transferred for the purpose of repairing any building of the Transferor adjoining the property hereby transferred and making connection to laying cleansing repairing renewing and maintaining any such pipes sewers drains watercourses gutters and cables walls and fences as aforesaid the person or persons so entering causing thereby as little damage as possible and forthwith making good any damage which may thereby be caused.

3. The right to lay a gas supply pipe across the property hereby transferred to serve East Cottage and West Cottage adjoining the property hereby transferred."

- 15 The land has the benefit of the rights of way granted by a Deed dated 31 December 1979 made between (1) Penelope Anne Greenwood (2) Brantridge Park Estates Limited (3) Trojan Limited and (4) John Simon Greenwood. By the said Deed certain other rights claimed to be for the benefit of the land in this title were released.

NOTE: Original filed under WSX28119.

- 16 The land edged and lettered B in red on the filed plan added to the title on 24 April 1980.

- 17 The land edged and lettered B in red on the filed plan is not affected by the Conveyances dated 1 August 1898 and 20 June 1947 and the Transfers dated 29 June 1971 and 24 October 1978 respectively referred to above.

## A: Property Register continued

18 Notice entered in pursuance of Rule 254 of the Land Registration Rules 1925 on 24 April 1980 that the registered proprietor claims that the land in this title has the benefit of a right of way over the land hatched mauve on the filed plan.

19 The land has the benefit of the following rights excepted and reserved by the Transfer dated 9 July 1982 referred to in the Charges Register:-

"THERE are hereby excepted and reserved unto the Vendor for the benefit of the remainder of the land in Title Number SX76537

(a) The free passage (in common with all others entitled to the like right) and running of gas water soil electricity and other services through the pipes sewers drains watercourses gutters and cables laid or at any time within a period of twenty-one (21) years hereafter to be laid over or under the property hereby transferred for the service of the Vendor's adjoining land the owners from time to time of such land or dwellinghouse paying their due proportion of the expense of cleansing repairing renewing and maintaining from time to time any such pipes sewers drains watercourses gutters and cables which are used in common for the service of such land and dwellinghouse

(b) The right to enter with or without workmen and/or materials upon the land hereby transferred for the purpose of repairing any building of the Vendor adjoining the property hereby transferred and making connection to laying cleansing repairing renewing and maintaining any such pipes sewers drains watercourses gutters and cables as aforesaid the person or persons so entering causing thereby as little damage as possible and forthwith making good any damage which may thereby be caused

(c) The right to lay a gas supply pipe across the property hereby transferred to serve East Cottage and West Cottage neighbouring the property hereby transferred."

20 The land has the benefit of the following rights excepted and reserved by the Transfer dated 5 August 1983 referred to in the Charges Register:-

"EXCEPT AND RESERVING for the benefit of the land remaining in this Transferor's title ("the retained land")

(a) The right for the Transferor and all persons authorised by her to enter upon the property at any time in order to open and close the sluices shown marked "SL" and coloured blue on the said plan for which purpose the Transferees will permit the Transferor to retain a key to each sluice (and in the event of either key being replaced at any time to furnish immediately duplicate of such new keys).

(b) The right to open and close the said sluices at any reasonable time and to raise or lower the level of the surface of the pond on the property to that which may so reasonably deem expedient from time to time prior notice being given to the Transferees (save in an emergency or in the absence of the Transferees).

(c) All such rights of support as are now afforded to the retained land to the West of the property."

21 The land has the benefit of the following rights excepted and reserved by a Transfer of the land edged and numbered WSX142825 in green on the filed plan dated 4 April 1989 made between (1) Penelope Anne Greenwood (Transferor) and (2) Mid-Sussex Water Company:-

"Excepting and Reserving to the Transferor and her successors in title the owners for the time being of the remainder of the land comprised in the above title the following (Subject to the Ground Game Acts 1880 and 1906) all birds (game or otherwise) and the nests and eggs thereof deer foxes hares and rabbits (whether live

## A: Property Register continued

or dead) and the right for the Vendor and her lessees and licencees at all times to enter on the Property for the purpose of preserving hunting and shooting and removing the same Subject to making good all damage or loss incurred by the purchaser or his tenants arising from the exercise of this right

All fish from time to time in the River Ouse and the right at all times for the Vendor and her licensees to perambulate over the banks thereof for the purpose of fishing for and removing the same Subject to making good all damage or losses incurred by the Purchaser or his tenants arising from the exercise of this right But this reservation does not preclude not more than two employees of the Purchaser at any time (with one rod and line only a piece) fishing free of charge in said River"

22 The land has the benefit of the following rights granted by the Transfer dated 1 April 1992 referred to in the Charges Register:-

"The Donor hereby grants to the Donee the rights set out in Schedule 1 hereto

### SCHEDULE 1

(Rights granted to the Donee)

1. As appurtenant to the property known as Balcombe Place Balcombe (shown coloured yellow on the said Plan 1)

(a) a right at all times and for all purposes to which the Balcombe Place is now or within the period of eighty years from the date hereof ("the perpetuity period") put with or without vehicles in common with the Donor and all persons authorised by her to pass and repass over the roadways shown coloured brown on Plan 1 between the points marked X and Y thereon

Subject to:

(i) maintaining repairing or renewing the said roadways or procuring their maintenance repair and renewal thereof during the residue of the term of the Lease dated 15 August 1979 and made between (1) the Donor (2) Ebrite Estates Limited and (3) J E S Heward and others (or any continuation thereof) or the term of any renewals under the Landlord and Tenant Act 1954

(ii) paying a fair proportion according to use of the cost of maintaining repairing or renewing the same thereafter

(b) the full right of passage and running of water soil gas electricity and telephone services to and from Balcombe Place through all sewers drains watercourses pipes wires and cables ("the services") in through under and over the retained land and the right to enter upon the retained land for the maintenance repair and renewal of the services

Subject to:

(i) maintaining (and replacing when necessary) the water sub-meter on the water pipe (which water pipe was present in 1979) and paying or procuring payment to the Donor all amounts payable by her to the water supply authority in accordance with the sub-meter readings

(ii) maintaining in good repair all the services (or parts thereof) used solely by Balcombe Place

(iii) paying a fair contribution according to use of the cost of maintaining repairing renewing inspecting and cleansing such of the services (or parts thereof) used by Balcombe Place in common with the retained land

(iv) making good to the satisfaction of the Donor all damage caused in the exercise of these rights

## A: Property Register continued

2. As appurtenant to that part of the land in title number SX76537 hereby transferred as lies to the west of the railway ("the western land") the right (in common with the Donor and persons authorised by her) for the Donee and all persons authorised by him at all times and for all purposes to which the western land is now or within the perpetuity period put with or without vehicles agricultural machinery and livestock to pass and repass over the strip of land twelve feet wide shown coloured brown on Plan 1 between the points marked P and Q Subject to paying a fair proportion according to use of the cost of maintaining repairing or renewing the same Provided that the Donor is not hereby obliged to maintain the said strip in a condition better than is needed for agricultural use

3. As appurtenant to that part of the land in title number SX76537 hereby transferred:

(a) the right to lay construct install and use pipes wires sewers drains cables and any other conducting apparatus ("the media") in over under or through the retained land in such reasonable positions as may be agreed by the Donor or her surveyor having regard to the fall and other physical features of the retained land (such positions if not agreed to be settled by a single arbitrator under the provisions of the Arbitration Act 1959 or any amendment or re-enactment thereof) for the passage of water gas electricity and telephone services to and the passage of water sewage and foul water from any buildings now or within the perpetuity period erected upon the land benefitting from this right

(b) the right at all reasonable times (or at any time in case of emergency) for the Donee his agent and other persons authorised by him with equipment and materials to enter upon the retained land for the purposes of excavating for laying installing erecting inspecting cleansing mainaining and renewing the media

Subject (as to both (a) and (b) immediately above) restoring the surface of the land disturbed and making good all damage sustained or loss incurred by the Donor or her tenant arising from the exercise of the foregoing rights."

23 The land has the benefit of the rights granted by a Deed of Grant dated 17 August 1992 made between (1) Mid-Sussex Water plc and (2) John Simon Greenwood.

*NOTE: Original filed.*

24 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered WSX175066 in green on the filed plan and other land dated 18 August 1992 made between (1) John Simon Greenwood (First Vendor) (2) Penelope Anne Greenwood (Second Vendor) and (3) Heather Diana Abel (Purchaser):-

"EXCEPTING AND RESERVING unto the First Vendor for the benefit of the retained land

(1) the right to drain surface and storm water from the Retained Land onto the Second Property

(2) the right at any time to build or otherwise develop the Retained Land and to alter or rebuild any buildings from time to time standing thereon in such a manner as the First Vendor may think fit notwithstanding any interference with or dimunition of the access of light or air to the First Property or any building from time to time thereon (which it is hereby agreed shall be deemed to be enjoyed only with the consent of the First Vendor)

(3) the right of drainage water course light air support and other easements and amenities in the nature of easements (if any) on over or under the Second Property as hitherto exercised and enjoyed by the First Vendor or his tenants for the benefit of the Retained Land which would be implied herein by statute or by reason of severance in favour of a purchaser of the Retained Land

## A: Property Register continued

as if the same had been hereby transferred to such purchaser and if the Second Property had been retained by the First Vendor

The Purchaser hereby grants unto the First Vendor and his successors in title for the benefit of the Retained Land the right for the First Vendor and the First Vendor's successors in title his tenants or licensees to enter upon the First Property and the Second Property after giving reasonable notice for the purpose of collecting (by foot or by dogs) any game birds or game shot over the Retained Land which have fallen onto either the First Property or the Second Property causing as little damage as possible and making good all damage thereby occasioned."

NOTE: The land edged and numbered WSX170936 in green on the filed plan forms part of the First Property referred to. The Second Property referred to is the land edged and numbered WSX175066 in green on the filed plan. The Retained Land referred to is the land remaining in this title.

25 The land has the benefit of the following rights reserved by the Transfer dated 24 May 1996 referred to in the Charges Register:-

"There are hereby excepted and reserved unto the vendor for the benefit of the remainder of the land in Title Number SX76537

a. free passage (in common with all others entitled to the like right) and running of gas water soil electricity and other services through the pipes sewers drains watercourses gutters and cables laid or at any time within a period of twenty-one years hereafter to be laid over or under the property for the service of the vendor's adjoining land the owners from time to time of such land or dwellinghouse paying their due proportion of the expense of cleansing repairing renewing and maintaining from time to time any such pipes sewers drains watercourses gutters and cables which are used in common for the service of such land and dwellinghouse.

b. The right to enter with or without workmen and/or materials upon the property for the purpose of making connection to laying cleansing repairing renewing and maintaining any such pipes sewers drains watercourses gutters and cables as aforesaid the person or persons so entering causing thereby as little damage as possible which may thereby be caused.

c. The right at any time to build on or otherwise develop the adjoining or neighbouring lands of the vendor and to alter or rebuild any buildings from time to time standing therein in such manner as the vendor may think fit notwithstanding any interference with or diminution of the access of light or air to the property (which it is hereby agreed shall be deemed to be enjoyed only with the consent of the vendor)"

26 The land has the benefit of the following rights reserved by the Transfer dated 6 March 1997 referred to in the charges register:-

"THERE are hereby excepted and reserved to the transferor for the benefit of the remainder of the land comprised in the above title number ("the retained property") the easements and rights specified in Schedule 2 hereto.

### SCHEDULE 2

Easements excepted and reserved

1. The right (in common with the transferee and all others similarly entitled) for the transferor and all persons authorised by him at all times and for all purposes in connection with the use enjoyment and any future development of the Retained Property

(a) with or without motor vehicles agricultural machinery and livestock to pass and repass over the roads and footpaths shown coloured blue and yellow on the plan.

(b) on foot only to pass and repass over the footpath and steps

## A: Property Register continued

coloured brown hatched green on the plan.

Subject to paying a fair and proper proportion according to use of the cost of maintaining repairing and renewing (but not of construction) the road on the land shown coloured yellow and blue on the plan and in respect of the road and footpaths coloured blue the obligation of the Transferor to contribute shall subsist until such time as such road is adopted and Provided always that whilst the Development is in course of construction this right shall not be exercised unless the transferee is given prior notice of each occasion of use.

2. The right at any time to build on or otherwise develop the retained property and to alter or rebuild any buildings from time to time standing thereon in such manner as the transfer may think fit notwithstanding any interference with or diminution of the access or light or air to the property or any buildings from time to time thereon (which it is hereby agreed shall be deemed to be enjoyed only with the consent of the transferor).

3. All rights of drainage watercourse light air support and other rights easements quasi easements and amenities in the nature of easements (if any) on over or under the property as hitherto exercised and enjoyed by the transferor or his tenants for the benefit of the retained property which would be implied herein by statute or by reason of severance in favour of a purchaser of the retained property if the same had been hereby conveyed to such purchaser and the property had been retained by the transferor"

27 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered WSX215872 in green on the filed plan dated 18 August 1997 made between (1) John Simon Greenwood (Transferor) and (2) Broome Residential Limited (Transferees):-

"Excepting and reserving to the transferor and his successors in title to that part of the remainder of the land registered under the above title number as is edged green on the plan annexed hereto ("the Land Edged Green") and each and every part thereof the rights and liberties specified in the First Schedule.

### THE FIRST SCHEDULE

1. The right to lay and/or connect to and use all sewers and drains, mains, manholes, watercourses, pipes, cables and service connections and wires now or within 80 years from the date hereof (which said period shall be the perpetuity period applicable hereto) to be made or laid, in, over or under the property or any part thereof for the free passage and running of water, soil, gas, electricity, radio and television reception and telephone and any other services to and from all other parts of the Land Edged Green together with the right for the transferor and others the owners or occupiers of the Land Edged Green and each and every part thereof to enter upon the property for the purpose of relaying cleansing, maintaining, repairing, removing, inspecting and renewing the same or any overhanging gutters, eaves and downpipes or any wall, fence, roof or buildings on the Land Edged Green the person or persons exercising such rights making good all damage occasioned thereby together with the right and power for the transferor and his successors in title or the owners for the time being of the Land Edged Green and each and every part of it at any time to enter upon and dig up the property for the purpose of making or laying or connecting sewers, drains, manholes, watercourses, pipes, cables, wires, under or over the property and to connect the same to any buildings, now or hereafter to be built on the Land Edged Green the transferor or other the person or persons entering to make good all damage to the property occasioned thereby.

2. To exercise all easements, quasi easements, rights, quasi rights, privileges now or formerly exercised over the property that would hitherto have been enjoyed as appurtenant to the Land Edged Green or any part or parts thereof over the property if the

## A: Property Register continued

same had been in separate ownership.

3. To enter the property so far as may be necessary for the purpose of maintaining and executing repairs and alterations to the remainder of the Land Edged Green or any part or parts thereof.

4. A right in common with the owners and occupiers for the time being of the property to pass and repass over and along the vehicular access/driveway coloured blue on the plan at all times and for all purposes on foot and with or without vehicles to the Land Edged Green contributing a fair proportion for maintaining the same according to the user and in default of agreement such contribution shall be determined by an independent arbitrator in accordance with the Arbitration Act 1996 or any statutory modifications or re-enactments thereof for the time being in force".

*NOTE: Original transfer filed under WSX215872.*

- 28 (24.10.2006) The edged and hatched blue on the title plan is no longer of any significance and should be ignored since the entry in the register which gave rise to this reference has been cancelled.
- 29 (13.02.2007) The title plan has been amended as to the land lying to the east of Pilstye Farm, London Road.
- 30 (17.10.2007) The Transfer dated 14 September 2007 referred to in the Charges Register contains a provision as to boundary structures.
- 31 (18.12.2009) The edged and numbered 25 in yellow on the title plan is no longer of any significance and should be ignored since the entry in the register which gave rise to this reference has been cancelled.
- 32 (22.12.2009) The title plan has been further amended as to the land lying to the east of Pilstye Farm, London Road.
- 33 (28.02.2013) The land has the benefit of the rights reserved by a Transfer of the land edged and numbered WSX355953 in green on the title plan dated 18 February 2013 made between (1) John Simon Greenwood and (2) Childcare And Learning (Realty) Limited.

*NOTE: Copy filed under WSX355953.*

## 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 (14.04.1992) PROPRIETOR: JOHN SIMON GREENWOOD of The Estate Office, Stone Hall, Balcombe, Haywards Heath, West Sussex RH17 6QN.
- 2 The Transfer to the proprietor contains vendor's and purchaser's personal covenants.
- NOTE: Copy of covenants filed.*
- 3 (17.04.2009) RESTRICTION: No disposition of the land 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 the proprietor for the time being of the charge dated 2 March 2009 in favour of The Agricultural Mortgage Corporation PLC referred to in the Charges

## B: Proprietorship Register continued

Register.

- 4 (29.05.2009) The proprietor's address for service has been changed.
- 5 (07.10.2010) RESTRICTION: No disposition of the part of the registered estate edged blue on the plan to the Deed of Grant of Option dated 29 September 2010 referred to in the charges register (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 10.2 of the Deed of Grant of Option dated 29 September 2010 referred to in the charges register have been complied with.

## C: Charges Register

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

- 1 A Conveyance of the land edged and numbered 10 in yellow on the filed plan dated 16 June 1896 made between (1) William Newnham, Thomas Edward Newnham and Abner Brown Newnham (Vendors) and (2) Richard Mallam Webb (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance of the land edged and numbered 14, 15 and 16 in yellow on the filed plan and other land dated 9 July 1896 made between (1) William Newnham, Thomas Edward Newnham and Abner Brown Newnham (Vendors) and (2) Philip Walton Blacklock (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 A Conveyance of the land edged and numbered 20 in yellow on the filed plan and other land dated 16 October 1896 made between (1) William Newnham, Thomas Edward Newnham and Abner Brown Newnham and (2) William Thomas Campion contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 Each of the Conveyances specified below contains, save as to the differences mentioned, identical covenants. A copy of the covenants contained in the first mentioned Conveyance is set out in the schedule hereto.

DATE	LAND AFFECTED	PARTIES
1 August 1898 Newnham	Edged and numbered 6 in yellow on the filed plan  and other land	(1) William Newnham (2) Abner Brown  (3) Ann Newnham and Charles Newnham (4) Francis Pierce
1 August 1898 Newnham	Edged and numbered 7 in yellow on the filed plan  and other land	(1) William Newnham (2) Abner Brown  (3) Ann Newnham and Charles Newnham (4) Francis Pierce

NOTE 1: In Stipulation 2 the words "Northern or" are inserted before the word "Southern" and "boundaries" is substituted for "boundary"

1 August 1898 Edged and numbered 8 in (1) William Newnham  
yellow on the filed plan (2) Abner Brown Newnham  
and other land (3) Ann Newnham and  
Charles Newnham (4) Francis Pierce

NOTE 2: In stipulation 1 the words "North East" are substituted

## C: Charges Register continued

for the word "East" and in stipulation 2 the words "Northern or" are inserted before the word "Southern" and "boundaries" is substituted for boundary."

1 August 1898 Edged and numbered 9 in (1) William ewnham  
yellow on the filed plan (2) Abner Brown Newnham  
and other land (3) Ann Newnham and  
Charles Newnham (4) Francis Pierce

NOTE 3: In stipulation 1 the words "and East" are omitted and "side" is substituted for "sides and in stipulation 2 the words "Northern or" are inserted before the word "southern" and "boundaries" is substituted for "boundary"

5 A Conveyance of the land edged and numbered 14, 15 and 16 in yellow on the filed plan and other land dated 31 October 1901 made between (1) Philip Walton Blacklock (Vendor) and (2) Thomas Read (Purchaser) contains covenants in identical terms to those contained in the Conveyance dated 9 July 1896 referred to above.

6 A Conveyance of the land edged and numbered 17 and 18 in yellow on the filed plan and other land dated 30 May 1919 made between (1) Tom Harrison Caffyn Bannister and Charles Herbert Waugh (Vendors) and (2) The Right Honourable Gertrude Mary Baroness Denman (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

7 A Conveyance of the land edged and numbered 19 in yellow and hatched blue on the filed plan and other land dated 10 December 1919 made between (1) Eliza Pierce (Vendor) and (2) The Right Honourable Gertrude Mary Baroness Denman contains the following rights reserved:-

"Excepting and reserving unto the Vendor her heirs executors administrators and assigns the owners and occupiers for the time being of the adjoining property known as "Mates Nests" a right of way for all purposes over the existing pathway on the land hatched Green on the said plan hereto annexed as a means of access egress and regress to and from the hereditaments and premises known as "Mates Nests".

NOTE: The pathway hatched green is hatched blue on the filed plan.

8 An Agreement dated 15 February 1936 made between (1) Balcombe Estates Limited (2) Greta Julia Margaret Fox and (3) Rose Emma Bannatyne contains a grant of an easement of drainage on the terms and conditions therein mentioned.

NOTE: Copy filed.

9 A Deed of Exchange dated 2 November 1956 made between (1) The Reverend John Frederick Forester Gardner (Incumbent) (2) The Church Commissioners for England (3) Philip Buckley Secretan (4) The Honourable Anne Judith Burrell (Estate Owner) and (5) Penelope Anne Greenwood contains covenants affecting the land tinted brown on the filed plan. A copy of the said covenants is set out in the Schedule of Restrictive covenants hereto.

10 A Conveyance of land not included in the title dated 9 April 1959 made between (1) Penelope Anne Greenwood and (2) Her Majesty's Postmaster General grants rights of way, and user, maintenance and repair of works and apparatus.

NOTE: Copy filed.

11 A Deed dated 2 July 1962 made between (1) Penelope Anne Greenwood and (2) The Mid Sussex Water Company grants rights of construction maintenance and repair of a line of water pipes and other works and ancillary rights of support. The said deed also contains covenants.

NOTE: Copy filed.

12 A Conveyance of Balcombe House and adjoining land dated 25 January

## C: Charges Register continued

1963 made between (1) Penelope Anne Greenwood (Vendor) and (2) Jeremy Fox Eric Smith (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 13 The Conveyance dated 25 January 1963 referred to above grants the following right:-

"a right of way at all times and for all purposes with or without vehicles along the roadway coloured brown on the said plan."

NOTE: The roadway coloured brown is hatched brown on the filed plan.

- 14 A Conveyance of land not included in the title dated 16 May 1963 made between (1) Penelope Anne Greenwood and (2) The South Eastern Electricity Board grants rights of way, rights of access and rights of construction, maintenance and use of electric cables and appliances.

NOTE: Copy filed.

- 15 The access road numbered 3 in blue on the filed plan is subject to rights of way at all times and for all purposes in favour of the owners and occupiers for the time being of the land numbered 2 in blue and edged and numbered 11 in yellow on the filed plan.

- 16 Lease dated 12 July 1967 of the land edged and numbered 23 in yellow on the filed plan to The Trustees of The Balcombe Cricket Club for 30 years from 25 March 1967 at the rent of £2.0s.0d. per annum.

NOTE: Copy filed.

- 17 The parts of the land affected thereby are subject to the rights relating to a gas main crossing areas of land in the southern-most parts of the land in the title granted by a Deed dated 31 December 1969 made between (1) Penelope Anne Greenwood and (2) South Eastern Gas Board. The said Deed contains restrictive covenants.

NOTE: Copy filed.

- 18 The part of the land affected thereby is subject to rights relating to a gas main over the River Ouse where it crosses Bordehill Lane granted by a Deed dated 28 July 1970 made between (1) Penelope Anne Greenwood and (2) South Eastern Gas Board. The said Deed also contains restrictive conditions.

NOTE: Copy filed.

- 19 The land is subject to such rights of way, rights of passage and running of water soil gas and electricity and other rights as are granted by the leases specified in the Schedule of Leases hereto.

- 20 The land edged and lettered A in red on the filed plan is not affected by entries above.

- 21 The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered WSX28674 in green on the filed plan dated 24 October 1978 made between (1) Penelope Anne Greenwood (Transferor) and (2) Southern Water Authority (Transferees):-

"1. A right of way with or without vehicles along the tracks having a width of at least 4 metres which are shown by broken orange lines and continuous mauve lines on the plan numbered 721/3/BE4 annexed hereto for the purpose only of maintaining the land hereby transferred and the reservoir and works connected therewith subject to paying a fair proportion of the costs from time to time incurred in maintaining and repairing the said tracks according to the amount of use thereof by the parties hereto and their successors in title

2. A right to enter upon the adjoining land of the Transferor to remedy the effects of any erosion or slippage which may at any

## C: Charges Register continued

time occur as a result of the existence of the reservoir."

NOTE: The orange broken lines and continuous mauve lines are shown by mauve broken lines between the points M-N and O-P and I-J and K-L respectively on the filed plan.

- 22 The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered WSX36623 in green on the filed plan and dated 8 August 1979 made between (1) Penelope Anne Greenwood (Transferor) and (2) Peter Hopkins:-

"(1) A right of way in common with the Transferor and all other persons who may have or may hereafter have a like right at all times and for all purposes with or without vehicles in connection with the use and enjoyment of the property hereby transferred over the roadway coloured brown and green on the plan marked 'B' annexed hereto to a width of twelve (12) feet subject to the payment of a one-third (1/3) part of the cost of the maintenance and repair of the said roadway coloured brown.

(2) A right in common with others having a like right to a free passage connection and running of water soil electricity gas and other services coming to and from the property hereby transferred or any buildings erected thereon through the pipes drains sewers watercourses gutters and cables laid or to be laid within the period of twenty one (21) years from the date hereof over or under the Transferor's adjoining property.

(3) A right to enter with or without workmen and/or materials upon any part of the Transferor's adjoining property at reasonable times and upon giving reasonable notice where possible for the purpose of laying cleansing repairing renewing maintaining and connecting to any such pipes drains sewers watercourses gutters cables the person or persons so entering causing thereby as little damage as possible and forthwith making good any damage which may be caused thereby at their own expense.

(4) The full right and liberty to enter upon the Transferor's said adjoining land with or without workmen for the purpose of repairing cleansing maintaining and renewing the cesspool or septic tank marked on the plan annexed hereto the Transferor or his successors in title making good all damage caused by the exercise of such right as aforesaid."

NOTE: The roadway referred to is marked AD-AF on the filed plan so far as such roadway affects the land in this title. The septic tank referred to is labelled "Septic Tank" on the filed plan.

- 23 The Transfer dated 8 August 1979 referred to above contains covenants by the Transferor a copy of which is set out in the Schedule hereto.

- 24 The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered WSX39869 in green on the filed plan dated 4 October 1979 made between (1) Penelope Anne Greenwood (Transferor) and (2) Peter Hopkins (Transferee):-

"1. A right in common with others having a like right to a free passage and connection and running of water soil electricity gas and other services coming to and from the property hereby transferred through the pipes drains sewers watercourses gutters and cables laid or to be laid within the period of twenty one (21) years from the date hereof over or under the Transferor's adjoining property.

2. A right to enter with or without workmen and/or materials upon any part of the Transferor's adjoining property at reasonable times and upon giving reasonable notice where possible for the purpose of laying cleansing repairing renewing maintaining and connecting to any such pipes drains sewers watercourses gutters and cables the person or persons so entering causing thereby as

## C: Charges Register continued

little damage as possible and forthwith making good any damage which may be caused thereby at their own expense."

- 25 The land lettered B in red on the filed plan is not affected by entries numbered 1 to 20 and entries numbered 22 to 25 above.
- 26 The land edged and lettered B in red on the filed plan is subject to rights of way in favour of the land edged and numbered WSX36623 in green on the said plan.
- 27 The parts of the land affected thereby are subject to rights relating to laying and maintenance of a pumping sewer granted by a Deed dated 11 September 1980 made between (1) Penelope Anne Greenwood (2) Ebrite Estates Limited and (3) Southern Water Authority. The Deed also contains restrictive covenants.

*NOTE: Copy filed.*

- 28 The part of the land affected thereby is subject to rights relating to the laying maintaining and user of a water main granted by a Deed dated 20 February 1981 made between (1) Penelope Anne Greenwood and (2) Southern Water Authority. The said Deed also contains restrictive covenants.

*NOTE: Copy filed.*

- 29 The parts of the land affected thereby is subject to the following rights granted by a Transfer of the land edged and numbered WSX64130 in green on the filed plan dated 9 July 1982 made between (1) Penelope Anne Greenwood (Vendor) and (2) Michael Dennis and Pamela Clarice Dennis (Purchasers):-

"THE Vendor hereby grants unto the Purchasers (a) (in so far as she has power to do so) a right of way (in common with the Vendor and all other persons similarly entitled) for the Purchasers and all persons authorised by them for all purposes in connection with the use of the property hereby transferred for residential purposes with or without vehicles to pass and repass over the roadway shown coloured brown and green on the said plan Provided that no vehicles are left thereon (b) a right in common with others having a like right to a free passage and running of water soil electricity gas through the pipes wires and cables which may be laid within the period of twenty one (21) years from the date hereof (the perpetuity period applicable hereto) over or under the Vendor's adjoining property shown coloured brown on the said plan ("the brown land") coming to and from the property hereby transferred or any buildings erected thereon within the perpetuity period (c) a right to enter with or without workmen and/or materials upon any part of the brown land at reasonable times and upon giving reasonable notice where possible for the purpose of laying cleansing repairing renewing maintaining and connecting to any such pipes wires and cables the person or persons so entering causing thereby as little damage as possible and forthwith making good any damage which may be caused thereby at their own expense."

*NOTE:* The land coloured brown referred to is the part of the land edged and lettered B in red on the filed plan which adjoins the eastern boundary of the land transferred. The land coloured green referred to is hatched mauve on the filed plan.

- 30 The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered WSX64922 in green on the filed plan dated 2 August 1982 made between (1) Penelope Anne Greenwood (Transferor) and (2) Amey Roadstone Corporation Limited (Transferee):-

"Together with the right specified in the First Schedule hereto

### THE FIRST SCHEDULE

A right of way with or without vehicles in common with the Transferor and all persons authorised by her along the edge of the field being part O.S.8072 between points A B and C marked on the said plan for the sole purpose of maintaining the fences on the

## C: Charges Register continued

northern and western boundaries of the land hereby transferred and the ditch running through the said land and the ditch referred to in paragraph (iii) of the third Schedule provided that the Transferee shall rectify any damage caused through or by the exercise of this right and further to give the Transferor or her agent at least seven days notice before the exercise of the said right except in the case of emergency."

*NOTE: Copy plan filed under WSX64922.*

- 31 The land is subject to the following rights granted by a Transfer of the land edged and numberd WSX73867 in green on the filed plan dated 5 August 1983 made between (1) Penelope Anne Greenwood (Transferor) and (2) Graham Alfred Hayward and Helen Bond Hayward (Transferees):-

"The Transferor hereby grants to the Transferees for the benefit of the property hereby agreed to be sold:

(i) The right to enter on foot only on and along the strip of land measuring 12 feet from the Eastern bank of the pond included in the said property for the purpose of fishing therefrom in the said pond and for no other purpose whatsoever

(ii) The right to enter upon the strip of land referred to in (i) immediately above for the purpose of clearing scrub from the said bank and strip of land provided that any material so cleared is removed from the said strip and is not allowed to remain on the Transferor's land.

(iii) The right in connection with the rights granted in (i) and (ii) above on foot only to pass and repass over the Transferor's land by the most direct route between the gate marked "C" on the said plan and the said strip of land subject to keeping the said gate in good repair and stockproof condition.

(iv) All such rights in support as are now afforded to the property by the retained land (as hereinafter defined) to the West of the property."

*NOTE: The retained land referred to is the land in this title.*

- 32 The parts of the land affected thereby are subject to the rights granted by a Deed dated 3 February 1992 made between (1) Penelope Anne Greenwood (2) Richard Wayne De Serville and (3) Mid-Sussex Water Company.

The said Deed also contains restrictive covenants by the Grantor.

*NOTE: Copy filed.*

- 33 The land is subject to the following rights reserved by a Transfer of the land in this title and other land dated 1 April 1992 made between (1) Penelope Anne Greenwood (Donor) and (2) John Simon Greenwood (Donee):-

"There are excepted and reserved to the Donor for the benefit of her retained land shown edged red on Plan 1 ("the retained land") the rights set out in Schedule 2 hereto

### SCHEDULE 2

(Rights reserved to the Donor out of the land of SX76537 hereby transferred)

1. The right (in common with the Donee and other persons entitled) for the Donor and persons authorised by her at all times and for all purposes in connection with the use enjoyment and maintenance of the sand riding school in OS 0018 (on the north side of Shell Lane) with or without vehicles equipment and horses to pass and repass along and across Shell Lane between the points A and B on Plan 1 Subject to paying a fair proportion according to use of the cost of maintaining repairing or renewing the same

## C: Charges Register continued

2. The right (in common with the Donee and others entitled) for the Donor and persons authorised by her at all times and all purposes in connection with the use of the said sand riding school on foot or on horseback to pass and repass along the track shown by the blue line on Plan 1 and along the road shown coloured green between the points marked B and C on Plan 1 subject to paying a fair proportion according to use of the cost of maintaining repairing or renewing the same

3. The right to use maintain repair and renew the water supply pipe under Shell Lane and the electricity supply cables under Shell Lane and through Balcombe Place which serve the said sand riding school

Subject to reinstating the surface of Shell Lane and making good all damage caused by the exercise of this right

3. The right (in common with the Donee and all others similarly entitled) for the Donor and all persons authorised by her at all reasonable times and for all purposes to which the retained land is put now or within the perpetuity period with or without vehicles agricultural machinery and livestock (including equines) to pass and repass over:

(a) the roadway shown coloured green between the points marked A - E on Plan 1

(b) roadway shown coloured brown between the points marked Y and C on Plan 1

(c) the strip of land shown coloured brown between the points marked D and F on Plan 1

Subject to paying a fair proportion according to use of the cost of maintaining repairing or renewing the same

4. On foot to enter upon the Donee's land to read the said water sub-meter

5. The right at any time to build on or otherwise develop the Donor's retained land and to alter or rebuild any buildings from time to time standing thereon in such manner as the Donor may think fit notwithstanding any interference with or diminution of the access of light or air to the lands of title number SX76537 hereby transferred or any buildings from time to time thereon (which it is hereby agreed shall be deemed to be enjoyed only with the consent of the donor)

6. (In addition to all rights specifically reserved) all rights of way drainage watercourse light air support and other rights easements quasi easements and amenities in the nature of easements (if any) on over or under the lands of title number SX76537 hereby transferred as hitherto exercised and enjoyed by the Donor or her tenants for the benefit of the retained land which would be implied herein by statute or by reason of severance in favour of a purchaser of the retained land if the same had been hereby transferred to such purchaser and the lands of title number SX76537 hereby transferred had been retained by the Donor."

*NOTE: Original filed under WSX170597.*

34 The land is subject to the following rights granted by a Transfer of the land edged and numbered WSX205289 in green on the filed plan dated 24 May 1996 made between (1) John Simon Greenwood (Vendor) and (2) Michael Dennis and Pamela Clarice Dennis (Purchasers):-

"The Vendor hereby grants unto the purchaser

a. a right of way (in common with the Vendor and all other persons similarly entitled) for the purchasers and all persons authorised by them for all purposes in connection with the use of the

## C: Charges Register continued

property for storage purposes with or without vehicles to pass and repass over the strip of land measuring 10 feet in width from the boundary of the property shown coloured brown on the said plan subject to ensuring that no vehicles are left thereon and to paying a fair proportion according to use of the cost of maintaining repairing or renewing the same.

b. (If such tasks cannot be carried out otherwise than from the Vendor's adjoining property) the right to enter upon the Vendor's adjoining property for the purpose of maintaining repairing and painting the adjoining buildings of the purchasers on the property subject to making good all damage caused or loss sustained by the vendor or his tenants arising from the exercise of this right."

*NOTE: copy plan filed.*

35 The land is subject to the following rights granted by a Transfer of the land edged and numbered WSX213178 in green on the filed plan dated 6 March 1997 made between (1) John Simon Greenwood and (2) Mid Sussex Housing Association Limited:-

"THERE are hereby transferred as appurtenant for the property the rights specified in Schedule 1 hereto

### SCHEDULE 1

Rights hereby granted

1. The right (in common with the Transferor and all others similarly entitled) for the transferee and all persons authorised by him at all reasonable times and for all purposes in connection with the occupation and use of that part of property shown coloured green on the plan only for residential purposes on foot only to pass and repass over the footpath shown coloured brown on the plan Subject to (a) paying a fair proportion (according to use) of the cost of repairing and maintaining the same (b) not allowing any item or material to be left upon the said footpath at any time

2.(A) the right to lay and use a surface water drain ("the Drain") 150 millimetres in diameter to be laid with necessary inspection chambers and with a new headwall constructed at the point of discharge from the Drain in the position approximately shown by the blue line on the plan for the passage of surface water only from the property and any buildings within eighty years of the date hereof (the perpetuity period applicable to this deed) erected on the property.

(B) The right at all reasonable times (or at any time in case of emergency) for the Transferee his agent and other persons authorised by him with equipment and materials to enter on the land affected by the foregoing right for the purposes of excavating for laying inspecting cleansing maintaining repairing and renewing the Drain and its associated inspection chambers.

SUBJECT (as to (A) and (B) hereof) to the following conditions:-

(i) the Drain shall be laid at such a depth (being not less than two feet and six inches) as shall protect the same from frost damage and not interfere with normal operations and traffic on the surface.

(ii) any soil disturbed in the exercise of the foregoing rights shall be restored to its existing condition (the top soil being stacked separately and replaced uppermost) and any path over the Drain shall be restored all to the reasonable satisfaction of the Transferors' agent immediately after completion of the works in question.

(iii) any leakage or other nuisance arising from the Drain shall be abated by and at the expense of the person for the time being enjoying the foregoing rights immediately upon being requested so to do by the Transferors.

## C: Charges Register continued

(iv) the person exercising the foregoing rights shall pay a fair proportion according to use of the cost of maintaining repairing redigging cleaning and cutting back any ditches used in common with the Transferor and others and any vegetation growing in on the sides of or overhanging the said ditches and any pipes or culverts along the line of the said ditches."

*NOTE: Original Transfer filed under WSX213178.*

36 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.  
The leases grant and reserve easements as therein mentioned.

37 (05.01.2005) The parts of the land affected thereby are subject to the following rights granted by a Lease of the land edged and numbered 27 in yellow on the title plan dated 10 November 2004 referred to in the schedule of leases hereto:-

"The right

1. to erect install use operate maintain repair alter (subject to paragraph 1.3 of the Third Schedule hereto) add to redevelop replace and renew (and when desired to remove any of) the Apparatus on the Site (and any cables under the Land) using all machinery necessary to undertake the Works

2. to install within the Equipment Cabin such telecommunications equipment as the Tenant requires for the Permitted Use

3. to install maintain repair replace and use electricity and telecommunications cables across or under the Land leading to and from the Apparatus either in the position shown on the Drawing or as otherwise approved by the Landlord and (where agreed) to connect into the Landlord's electricity supply

4. at all times of full and free access both with and without vehicles over and along the route shown coloured blue on drawing CO6 to and from the site to carry out the Works and to exercise the rights granted by this Lease PROVIDED that:

(i) all persons using such access route comply with such reasonable security procedures as are required by the Landlord and

(ii) if necessary the Tenant will harden the surface of the part of the route to a specification to be agreed with the Landlord

AND subject to making good any damage caused to any parts of the access route

5. (provided that such planting scheme is first approved in writing by the landlord) to enter onto the Land to undertake a planting scheme on the Land around the perimeter of the Site in order to allow the Tenant to comply with the planning permission granted (or to be granted) to it in connection with the Site and thereafter to maintain renew and replace any plants"

*NOTE: Copy lease plan filed.*

38 (20.07.2006) The parts of the land affected thereby are subject to the rights granted by the Lease of the land edged and numbered 28 in yellow on the title plan dated 31 May 2006 referred to in the Schedule of leases hereto.

*NOTE: Copy filed under WSX301546.*

39 (23.10.2006) The parts of the land affected thereby are subject to the rights granted by a Lease of the land edged and numbered 29 in yellow on the title plan dated 20 September 2006 referred to in the schedule of leases hereto.

*NOTE: Copy lease filed under WSX304337.*

## C: Charges Register continued

40 (17.10.2007) The land is subject to the rights granted by a Transfer of the land edged and numbered WSX313350 in green on the title plan dated 14 September 2007 made between (1) John Simon Greenwood and (2) Timothy Henry Squire-Sanders.

*NOTE: Copy filed under WSX313350.*

41 (17.04.2009) REGISTERED CHARGE affecting the land edged and numbered 1 blue on the title plan dated 2 March 2009.

42 (17.04.2009) Proprietor: THE AGRICULTURAL MORTGAGE CORPORATION PLC (Co. Regn. No. 234742) of Charlton Place, Charlton Road, Andover, Hants. SP10 1RE.

43 (07.05.2009) The parts of the land thereby affected are subject to the rights granted by a Lease dated 28 April 2009 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the grantor.

*NOTE: Copy lease filed under WSX327728.*

44 (16.11.2009) Option to purchase affecting the land edged and numbered 2 in blue on the title plan in favour of West Sussex County Council contained in a Transfer of other land dated 9 August 2007 made between (1) West Sussex County Council and (2) John Simon Greenwood upon the terms therein mentioned.

*NOTE:-Copy filed under WSX312791.*

45 (07.10.2010) Option to take leases in favour of Cuadrilla Resources Limited contained in a Deed dated 29 September 2010 made between (1) John Simon Greenwood and (2) Cuadrilla Resources Limited upon the terms therein mentioned.

*NOTE: Copy filed.*

46 (25.04.2012) The parts of the land thereby affected are subject to the rights granted by a Lease dated 16 April 2012 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the grantor.

*NOTE: Copy lease filed under WSX349736.*

## Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 16 June 1896 referred to in the Charges Register:-

"AND the purchaser so as to cause the covenant hereinafter contained to run with the hereditaments hereby conveyed and to bind so far as he can or may the Owners or Owner for the time being of the said hereditaments hereby for himself his heirs executors administrators and assigns covenants with the Vendors and their assigns that the Purchaser his heirs and assigns will at all times hereafter observe and perform the stipulations and regulations in relation to the said hereditaments hereby conveyed which are contained in the Schedule hereto

THE SCHEDULE above referred to

1. The Purchaser shall within six months from the date hereof erect and for ever maintain on the north east and north west sides of the land hereby conveyed where marked T on the said Plan a good and sufficient boundary fence not less than three feet six inches in height from the surface of the ground.

2. No house or other building shall be erected on the land hereby conveyed within ten feet of the south western boundary fence.

## Schedule of restrictive covenants continued

3. No buildings shall be erected on the land hereby conveyed except one detached house of the minimum value of Three hundred pounds or one pair of semi detached houses of the minimum value of five hundred pounds per pair or a Church Chapel or Lecture Hall with or without a Sunday School but not a day School. Such buildings respectively shall be erected in accordance with plans and elevations to be approved by the Vendors or their Surveyors.

4. No noisy noxious offensive or dangerous trade business or occupation shall at any time be carried on upon the land hereby conveyed or in any buildings thereon and the same shall not at any time be used to the nuisance annoyance injury or danger of the houses or land adjoining or near thereto or the owners or occupiers thereof."

2 The following are details of the covenants contained in the Conveyance dated 9 July 1896 referred to in the Charges Register:-

"The Purchaser so as to cause the covenants on the part of the Purchaser hereinafter contained to run with the land so far as rules of law or equity will permit for himself his heirs executors administrators and assigns hereby covenants with the Vendors their heirs and assigns in manner following (that is to say) That he the Purchaser his heirs and assigns will within six calendar months from the date of these presents erect or plant on the north and east sides of the piece of land marked "Part 391" on the said plan either a good and sufficient boundary fence of a neat pattern (to be approved by the Vendors or their Surveyor for the time being) and of a height of four feet at the least or quickest hedge with protecting post and rail or wire fence not less than three feet in height And will with respect to the piece of land marked "part 384" on the said plan where the same adjoins other lands of the Vendors on the north east side thereof erect or plant within the same period a good and sufficient boundary fence or hedge in good and sufficient repair and condition and will not permit the same to be detrimental to the adjoining property of the Vendors And further that he the Purchaser his heirs and assigns will not erect or suffer to be erected on any part of the said land marked "Part 391" on the said plan lying within One hundred and fifty feet from the south side of the said proposed new road coloured blue upon the said plan any building whatever (except boundary or division walls or fences) within forty feet of the said road nor erect or suffer to be erected on any part of the same piece of land within the said limit of One hundred and fifty feet any messuage or dwellinghouse except in accordance with plans and elevations to be approved in writing by the Vendors their respective heirs or assigns or their Surveyor for the time being such messuage or dwellinghouse to cost exclusive of the site Two hundred and fifty pounds at the least (except with respect to a cottage to be used as a Lodge or residence for a coachman or gardener or other purpose in connection with a dwellinghouse of such value as aforesaid) Provided nevertheless that the Purchaser his heirs and assigns may erect glass houses sheds chicken houses tool houses and any other erections necessary and usual for the business of a marketgardener and poultry pheasant and rabbit farmer without such approval as aforesaid and of less value than Two hundred and fifty pounds And further that he the Purchaser his heirs and assigns will not use or suffer to be used the said lands and hereditaments hereby conveyed or any part thereof or any building to be erected thereon to the nuisance injury or danger of the other lands adjoining or near thereto and belonging to the Vendors and comprised by the description of Old Land and Dean Land or the occupiers thereof (the ordinary processes of cultivation or uses as a market garden or nursery not to be deemed a nuisance."

NOTE 1: The land marked Part 391 is edged and numbered 14 in yellow on the filed plan. The land marked Part 384 is edged and numbered 16 in yellow on the filed plan

NOTE 2: The proposed new road coloured blue is Oldlands Avenue.

3 The following are details of the covenants contained in the Conveyance dated 16 October 1896 referred to in the Charges

## Schedule of restrictive covenants continued

Register:-

"AND the said William Thomas Campion so as to bind so far as he rightfully can or may the owner or owners for the time being of the land and hereditaments hereby conveyed and so as to cause the covenants hereafter contained to run with the land hereby for himself his heirs executors administrators and assigns covenants with the said William Newnham Thomas Edward Newnham and Abner Brown Newnham their heirs and assigns in manner following (that is to say) That he the said william Thomas Campion his heirs and assigns will not use or suffer to be used the land and hereditaments hereby conveyed or any part thereof or any buildings to be erected thereon to the nuisance injury or danger of the said William Newnham Thomas Edward Newnham and Abner Brown Newnham their heirs or assigns or of the houses or land adjoining or near thereto or the owners or occupiers thereof And will for ever maintain the boundary fence on the said piece of land in good and sufficient repair and condition and will not permit the same to be detrimental to the adjoining property of the Vendors."

4 The following are details of the covenants contained in the Conveyance dated 1 August 1898 referred to in the Charges Register:-

"AND the Purchaser so as to cause the covenants hereinafter contained to run with the hereditaments hereby conveyed and to bind so far as he can or may the owner or owners for the time being of the said hereditaments and every part thereof and which purchaser his heirs executors administrators and assigns and such owner or owners for the time being are hereinafter referred to as "the owner of the said hereditaments" hereby for himself his heirs executors administrators and assigns covenants with the Vendors their heirs executors administrators and assigns in manner following that is to say:-

1. THE owner of the said hereditaments shall within six calendar months from the date hereof erect and complete on the north and east sides of the land hereby conveyed good and sufficient boundary fences not less than three feet six inches in height from the surface of the ground and for ever maintain the same in good and sufficient repair

2. THE owner of the said hereditaments will not erect or suffer to be erected on the said hereditaments or any part thereof any building or erection whatever (except boundary or division walls or fences) within thirty feet of the front or western boundary or within ten feet of the southern boundary of the said hereditaments

3. THE owner of the said hereditaments will not erect or suffer to be erected on the remainder of the said hereditaments or on any part thereof any erection or building whatever except boundary or division walls or fences and one detached dwellinghouse or two semi detached dwellinghouses as the case may be to be erected in accordance with plans approved by or on behalf of the Vendors their heirs executors administrators and assigns Such detached dwellinghouse if erected to cost Three hundred pounds or such two semi detached dwellinghouses if erected Five hundred pounds at the least in each case exclusive of the title.

4. THE owner of the said hereditaments will not carry on or suffer to be carried on upon the said hereditaments or upon any building or buildings to be erected thereon or any part thereof respectively any trade or business whatsoever but use and occupy such building or buildings as a private dwellinghouse or private dwellinghouses only and will not use or suffer to be used the said hereditaments or any part thereof to the nuisance annoyance injury or danger of the land adjoining or near thereto or the owners or occupiers thereof."

5 The following are details of the covenants contained in the Conveyance dated 30 May 1919 referred to in the Charges Register:-

"AND the Purchaser doth hereby covenant with the Vendors and so as

## Schedule of restrictive covenants continued

to bind so far as she rightfully can or may the owner or owners for the time being of the land and hereditaments hereby assured or any part thereof and so as to cause such covenants to run with the said land and hereditaments so far as the rules of law or equity will permit in manner following that is to say:-

NOT to erect or suffer to be erected on any part of the said land and hereditaments lying within One hundred and fifty feet from the South side of the road coloured blue on the said plan any building whatsoever except boundary or division walls or fences within forty feet of the said road nor erect or suffer to be erected on any part the said land within the said limit or One hundred and fifty feet from the said road any messuage or dwellinghouse of less value than Two hundred and fifty pounds exclusive of the site except a Cottage to be used as a lodge or residence for a Coachman or gardener or other purpose in connection with a dwellinghouse of such value as aforesaid Nor to use or suffer to be used the said land and hereditaments or any part thereof or any building to be erected thereon to the nuisance injury or danger of the houses or land adjoining or near thereto or the owners or occupiers thereof."

- 6 The following are details of the covenants contained in the Deed of Exchange dated 2 November 1956 referred to in the Charges Register:-

"THE Estate Owner to the intent that the covenants hereinafter contained shall bind the pink land into whosoever hands the same may come and for the benefit and protection of the adjoining and neighbouring lands of the Incumbent or any part or parts thereof hereby for herself and her successors in title covenants with the Incumbent and his successors and also by way of separate covenant with the Commissioners as follows:-

(a) that neither the pink land or any part thereof nor any existing or future building thereon or on any part thereof shall at any time hereafter be used as or for a place of amusement hotel tavern inn or public house nor shall any spirituous or fermented liquors at any time be sold in or upon the same property or any part thereof and that no act deed matter or thing shall at any time be done suffered or permitted in or upon the pink land or any part thereof which may be or become a nuisance annoyance or disturbance to the Incumbent or his successors or which may tend to depreciate or lessen the value of the adjoining and neighbouring property belonging to the Incumbent.

(b) that no act deed matter or thing shall at any time be done suffered or permitted in or upon the pink land or any part thereof which may be or become a nuisance annoyance or disturbance to the Minister for the time being conducting or the congregation attending divine service in the Parish Church at Balcombe or the Churchyard surrounding the same."

- 7 The following are details of the vendors covenant contained in the Conveyance dated 25 January 1963 referred to in the Charges Register:-

"THE Vendor hereby covenants with the Purchaser for the benefit of the property hereby conveyed and so as to bind the land affected by this covenant into whosoever hands the same may come that except with the written consent of the Purchaser or other the owner for the time being of Balcombe House aforesaid no building shall at any time hereafter be erected on the land edged blue on the said plan."

NOTE: The land edged blue is tinted mauve on the filed plan.

- 8 The following are details of the covenants contained in the Transfer dated 8 August 1979 referred to in the Charges Register:-

"The Transferee HEREBY COVENANTS with the Transferee to observe and perform the covenants set out in the Fourth Schedule hereto

# Schedule of restrictive covenants continued

## THE FOURTH SCHEDULE

(The Transferor's Covenants)

1. That in the event of a gas main being laid to serve East cottage or West Cottage as aforesaid within five (5) years of the date hereof the Transferor will pay the cost of connecting the dwellinghouse situate on the property hereby transferred to such gas main.

2. Not to erect any building on the Transferor's adjoining land numbered O.S.8221 which would be visible from the dwellinghouse now erected on the property hereby transferred to the intent that this covenant shall bind the Transferor's adjoining land numbered O.S.8221 and shall be for the benefit of the property hereby transferred.

NOTE: O.S. 8221 is so shown on the filed plan.

# Schedule of notices of leases

1	16.05.1975 WSX3855 4 (Part of): 5 and 6: 7	Ground Floor Flat, 4 Symmonds Flats: Garden Ground: Fuel Shed	05.05.1975 50 years from 25.3.1975
2	09.10.1980 Lettered AG	Site of sewage pumping station at Balcombe Place, Balcombe	11.09.1980 99 years from 25.12.1979
3	02.07.2002 WSX264775 Edged and numbered 24 (part of) and 26 in yellow NOTE: During the subsistence of the Lease dated 11 September 1980 the lease takes effect as an underlease so far as it effects	Balcombe Place	10.05.2002 25 years from 1.10.2001
4	05.01.2005 WSX286265 edged and numbered 27 in yellow NOTE: See entry in the Charges Register relating to rights granted by this lease	Radio Mast	10.11.2004 15 years from 10.11.2004
5	20.07.2006 WSX301546 edged and numbered 28 in yellow NOTE: See entry in the Charges Register relating to the rights granted by this lease	electronic communications site ar Borde Hill Cutting	31.05.2006 20 years from 31.5.2006
6	23.10.2006 WSX304337 Edged and numbered 29 in yellow (NSE)	Telecommunications Site at Bordehill Lane	20.09.2006 from 20.9.2006 to 19.9.2021
7	09.01.2008 WSX315559 edged and numbered 30 in yellow (NSE)	Balcombe Stores, Haywards Heath Road	21.12.2007 from and including 21/12/2007 to and including 31/10/2022
8	07.05.2009 WSX327728 Edged and numbered 31 in	Electricity Substation, The Stables, Balcombe Estates	28.04.2009 21 years from 28.4.2009

## Schedule of notices of leases continued

yellow

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

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|----|---|---|--|
| 9  | 05.05.2011<br>WSX342786<br>edged and<br>numbered 32<br>and 33 in<br>yellow  | Units A and B, Unit C Kemps<br>Farm                                       | 13.04.2011<br><br>from 29.9.2009<br>expiring on<br>28.9.2019 |
| 10 | 25.04.2012<br>WSX349736<br>edged and<br>numbered 34 in<br>yellow<br>NOTE: See entry in the Charges Register relating to the rights granted by this lease. | an electricity substation<br>site at The Sawmills,<br>Haywards Heath Road | 16.04.2012<br><br>50 years from<br>16.4.2012                 |

End of register