

# Land Registry

Title Number : **WT151848**

Edition Date : 1 December 2004

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## **A: Property Register**

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

### SWINDON

1. (10 May 1996) The **Freehold** land shown edged with red on the plan of the above Title filed at the Registry and being Church Hall, Cheney Manor Road, Swindon.

2. (10 May 1996) The Conveyance of the land tinted yellow on the filed plan dated 25 March 1996 referred to in the Charges Register is expressed to grant the following rights:-

"TOGETHER ALSO WITH (so far as the Vendor can lawfully grant the same) a right of way for all purposes and at all times and with or without vehicles over the accessway to the north of the said property shown edged brown on the said plan."

NOTE: The accessway edged brown referred to adjoins the northern boundary of the land in this title.

3. (10 May 1996) The Conveyance of the land tinted yellow on the filed plan dated 25 March 1996 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED as follows:-

(i) that save as expressly herein provided nothing herein contained or implied shall operate so as to grant or convey by implication or otherwise any easement right liberty privilege or advantage whatsoever over or in relation to the nearby Church properties

(ii) that so far as applicable to any matter or thing contained herein the period of 80 years from the date hereof shall be the perpetuity period for the purposes hereof."

4. (10 May 1996) The Conveyance of the land tinted pink and blue on the filed plan dated 25 March 1996 referred to in the Charges Register is expressed to grant the following rights:-

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NOTE: The accessway edged brown referred to adjoins the northern boundary of the land in this title.

5. (10 May 1996) The Conveyance of the land tinted pink and blue on the filed plan dated 25 March 1996 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED as follows:-

(I) that save as expressly herein provided nothing herein contained or implied shall operate so as to grant or convey by implication or otherwise any easement right liberty privilege or advantage whatsoever over or in relation to the nearby Church properties

(ii) that so far as applicable to any matter or thing contained herein the period of 80 years from the date hereof shall be the perpetuity period for the purposes hereof."

6. (14 June 2002) 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. (14 June 2002) A new filed plan based on the latest revision of the Ordnance Survey Map has been prepared.

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## **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. (1 December 2004) **PROPRIETOR:** ALLISON COURT (SWINDON) MANAGEMENT LIMITED of Suite 16A-C Bentley Centre, Stratton Road, Swindon, SN1 2SH.
2. (1 December 2004) 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.

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## **C: Charges Register**

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

1. (10 May 1996) A Conveyance of the land tinted pink on the filed plan dated 9 September 1953 made between (1) The Reverend Jack Richard Hassett (Vendor) (2) The Church Commissioners for England (Commissioners) (3) The Reverend Herbert William Hinde and Others (Patrons) (4) The Parochial

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referred to above:-

"EXCEPT AND RESERVED unto the Vendor (i) full and free right and liberty without obtaining the consent of or making any compensation to the Authority or other the owner or owners occupier or occupiers for the time being of the said land to deal in any manner whatsoever with any of the land belonging to the Vendor adjoining opposite or near to the said land and to erect and maintain or suffer to be erected or maintained on such adjoining opposite or neighbouring lands any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the said land or any building for the time being thereon and (ii) the free flow of water and soil from any adjoining land belonging to the Vendor through any drains and watercourses now existing in the said land or substituted therefor by the Council or the Authority."

3. (10 May 1996) The land tinted yellow on the filed plan is subject to such easements as affect the same by virtue of Section 15(1)(b) of the Endowments and Glebe Measure 1976.
4. (10 May 1996) A Conveyance of the land tinted yellow on the filed plan dated 25 March 1996 made between (1) The Bristol Diocesan Board of Finance Limited (Vendor) and (2) John O'Flynn (Swindon) Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
5. (10 May 1996) The land tinted yellow on the filed plan is subject to the following rights reserved by the Conveyance dated 25 March 1996 referred to above:-

"Except and reserved unto the Vendor

(1) full and free right and liberty without obtaining the consent of or making any compensation to the Purchaser or other the owner or owners occupier or occupiers for the time being of the said land to deal in any manner whatsoever with any of the land belonging to the Vendor adjoining opposite or near to the said land and to erect and maintain or suffer to be erected or maintained on such adjoining opposite or neighbouring lands any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the said land or any buildings for the time being thereon

(2) the free flow of water soil or other services to or from any adjoining land belonging to the Vendor through any drains watercourses pipes wires or cables now existing in the said land or substituted therefor by the Purchaser

(3) the free and uninterrupted access of light and air at all times over the said land to the William Bowles Hall and any future building or buildings which may be erected on the site thereof within 80 years of the date hereof and to all windows and openings existing in the William Bowles Hall or which may be made in any such future building or buildings erected within the aforesaid period."

6. (10 May 1996) A Conveyance of the land tinted pink and blue on the filed plan dated 25 March 1996 made between (1) The Bristol Diocesan Board of

to the following rights reserved by the Conveyance dated 25 March 1996 referred to above:-

"EXCEPT AND RESERVED unto the Vendors

(i) full and free right and liberty without obtaining the consent of or making any compensation to the Purchaser or other the owner or owners occupier or occupiers for the time being of the said property to deal in any manner whatsoever with any of the land belonging to the Vendors adjoining opposite or near to the said property and to erect and maintain or suffer to be erected or maintained on such adjoining opposite or neighbouring land any building whatsoever whether such building shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the said property or any buildings for the time being thereon

(ii) the free flow of water and soil or other services to or from any adjoining land belonging to the Vendors through any drains watercourses pipes wires or cables now existing in the said property or substituted therefor by the Purchaser

(iii) the free and uninterrupted access of light and air at all times over the said property to the William Bowles Hall and any future building or buildings which may be erected on the site thereof within eighty years of the date hereof and to all windows and openings existing in the William Bowles Hall or which may be made in any such future building or buildings erected within the aforesaid period."

8. (4 October 1996) 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.

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## Schedule of Restrictive Covenants

1. The following are details of the covenants contained in the Conveyance dated 9 September 1953 referred to in the Charges Register:-

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

(a) that neither the property hereby conveyed 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 an 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 property hereby conveyed or any part thereof which may be or become a nuisance annoyance or disturbance to the Vendor or his successors or

Minister for the time being conducting or the congregation attending divine service in the parish Church of Rodbourne Cheney or the Churchyard surrounding the same or of which the Vicar for the time being of the said Vicarage shall by notice in writing addressed to the Authority express his disapproval."

2. The following are details of the covenants contained in the Conveyance of the land tinted yellow on the filed plan dated 25 March 1996 referred to in the Charges Register:-

"THE PURCHASER to the intent that the covenants hereinafter contained shall bind the said land into whosoever hands the same may come and for the benefit and protection of the adjoining and neighbouring lands now belonging to the Vendor and of the parsonage house church and churchyard of the benefice and parish church of St Mary's Rodbourne Cheney and the adjoining and nearby William Bowles Hall and each and every part thereof (hereinafter together referred to as "the nearby Church properties") HEREBY for itself and its successors in title COVENANTS with the Vendor in the terms set out in the Second Schedule and additionally as follows:-

(1) that neither the said land nor 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 said land or any part thereof and that no act deed matter or thing shall be done suffered or permitted in or upon the said land or any part thereof which may be or become a nuisance annoyance or disturbance to the Vendor or its tenants or to the incumbent for the time being of the said benefice or his successors or which may tend to depreciate or lessen the value of the adjoining or neighbouring property belonging to the Vendor

(2) that no act deed matter or thing shall at any time be done suffered or permitted in or upon the said 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 said parish church of St Mary's Rodbourne Cheney or the churchyard surrounding the same

#### THE SECOND SCHEDULE

##### Covenants by the Purchaser

1. The Purchaser will within twelve months of the date hereof demolish and remove the existing buildings at present standing upon the said land and erect and complete thereon in a substantial and workmanlike manner and in a position and in accordance with plans elevations and specifications to be first submitted to and approved in writing by the surveyors for the time being of the Vendor the Parochial Church Council of Rodbourne Cheney and the incumbent of St Mary's Rodbourne Cheney (hereinafter called "the Surveyors") buildings to provide residential accommodation with outbuildings and gardens ancillary thereto and private motor car parking spaces for use therewith and will not use or permit the said land to be used for any other purpose whatsoever
2. In particular but without prejudice to the generality of the foregoing covenants that the said land shall not at any time be used for

above-mentioned works

4. That no principal window shall be made or suffer to remain in any building on the said land which shall overlook the William Bowles Hall or any minor window except such as shall be kept glazed with frosted glass of a type not affording through vision
  5. That no additional building shall be erected or maintained on the said land nor shall any addition extension or external alteration be made to the said buildings referred to in sub-clause 1 hereof save in accordance with plans elevations and specifications to be first approved in writing by the Surveyors
  6. That the Purchaser will pay the Surveyors' proper fees and disbursements including value added tax for inspecting all plans elevations and specifications submitted to them in accordance with the foregoing covenants whether the same be approved or not
  7. Not at any time to call or designate the said land or any part thereof or permit the same or any part thereof to be called or designated by any name which might suggest that the same is owned or occupied by the incumbent for the time being of the benefice in which the same is situate or by the Minister for the time being officiating at the nearby St Mary's Parish Church
  8. Not at any time to object to the use of the bell or bells belonging to the nearby St Mary's Parish Church."
3. The following are details of the covenants contained in the Conveyance of the land tinted pink and blue on the filed plan dated 25 March 1996 referred to in the Charges Register:-

"THE PURCHASER HEREBY COVENANTS with the Board and as separate covenants with the Council the Incumbent of the Benefice of Rodbourne Cheney and his successors in title and the Lord Bishop of Bristol in his corporate capacity and not on behalf of the said Benefice in the terms set out in the Schedule hereto with the intent that the said covenants shall run with the land hereby conveyed and enure for the benefit of the adjoining and nearby William Bowles Hall the Parish Church of St Mary and the Churchyard and St Mary's Rectory and the lands belonging thereto respectively (hereinafter together referred to as "the nearby Church properties") and each and every part thereof

#### THE SCHEDULE

##### Covenants

1. That neither the said property nor 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 said 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 said property or on any part thereof which may be or become a nuisance annoyance or disturbance to the Vendors or their tenants or to the Incumbent for the time being of the said Benefice or his successors or which may tend to depreciate or lessen the value of the adjoining or

Schedule of Restrictive Covenants continued

neighbouring property belonging to the Vendor

2. That no act deed matter or thing shall at any time be done suffered or permitted in or upon the said property 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 of St Mary's Rodbourne Cheney or the churchyard surrounding the same

3. The Purchaser will within twelve months of the date hereof demolish and remove the existing buildings at present standing upon the said property and erect and complete thereon in a substantial and workmanlike manner and in a position and in accordance with plans elevations and specifications to be first submitted to and approved in writing by the surveyors for the time being of the Board the Council and the Incumbent of St Mary's Rodbourne Cheney (hereinafter called "the Surveyors") buildings to provide residential accommodation with outbuildings and gardens ancillary thereto and private motor car parking spaces for use therewith and will not use or permit the said property to be used for any other purpose whatsoever

4. In particular but without prejudice to the generality of the foregoing covenants that the said property shall not at any time be used for religious purposes without the previous written consent of the Incumbent

5. That no building or structure shall at any time be erected built or maintained on the said property greater than two storeys in height nor shall any caravan boat shed or temporary building at any time be placed or maintained thereon except in connection with and during the course of the aforementioned works

6. That no principal window shall be made or suffer to remain in any building on the said property which shall overlook the William Bowles Hall or any minor window except such as shall be kept glazed with frosted glass of a type not affording through vision

7. That no additional building shall be erected or maintained on the said property nor shall any addition extension or external alteration be made to the said buildings referred to in sub-clause 3 hereof save in accordance with plans elevations and specifications to be first approved in writing by the Surveyors

8. That the Purchaser will pay the Surveyors' proper fees and disbursements including value added tax for inspecting all plans elevations and specifications submitted to them in accordance with the foregoing covenants whether the same be approved or not

9. Not at any time to call or designate the said property or any part thereof or permit the same or any part thereof to be called or designated by any name which might suggest that the same is owned or occupied by the Incumbent for the time being of the Benefice in which the same is situate or by the Minister for the time being officiating at the nearby St Mary's Parish Church

10. Not at any time to object to the use of the bell or bells belonging to the nearby St Mary's Parish Church."

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**Schedule of Notices of Leases**

	<i>Registration date and Plan ref.</i>	<i>Property description</i>	<i>Date of lease and Term</i>	<i>Lessee's Title</i>
1.	4.10.1996 1 (Part of): 2	8 Allison Court (first floor flat): Parking Space	20.9.1996 125 years from 24.6.1996	WT155478
2.	7.11.1996 1 (part of): 3: 4	7 Allison Court (first floor flat): garden ground: parking space	11.10.1996 125 years from 24.6.1996	WT156427
3.	13.11.1996 5 (part of): 6: 7	1 Allison Court (ground floor flat): garden ground: parking space	18.10.1996 125 years from 24.6.1996	WT156599
4.	10.2.1997 8 (Part of): 9	4 Allison Court (First Floor Flat)	5.12.1996 125 years from 24.6.1996	WT159169
5.	26.2.1997 10 (Part of): 11: 12	5 Allison Court (Ground Floor Flat)	15.1.1997 125 years from 24.6.1996	WT159550
6.	12.3.1997 8 (Part of): 13: 14	3 Allison Court (Ground Floor Flat): Garden Ground: Parking Space	25.10.1996 125 years from 24.6.1996	WT159887
7.	8.9.1997 10 (Part of) : 15	First Floor Flat 6 : Parking Space	30.5.1997 125 years from 24.6.1996	WT164376
8.	14.11.1997 5 (Part of): 16	2 Allison Court (First Floor Flat): Parking Space	25.4.1997 125 years from 25.6.1996	WT166337

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**END OF REGISTER**

*NOTE: The date at the beginning of an entry is the date on which the entry was made in the Register.*