



Official copy of register of title

Title number HP445184

Edition date 15.12.2009

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- Issued on 15 December 2009.
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- This title is dealt with by Land Registry Weymouth Office.

A: Property register

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

HAMPSHIRE : BASINGSTOKE AND DEANE

- 1 (21.05.1992) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at St Mary Bourne.
- 2 (21.05.1992) The land edged and numbered 1 in yellow on the filed plan has the benefit of the following rights granted by a Conveyance thereof dated 4 December 1991 made between (1) John William Evans (Grantor) and (2) The Parish Council of St Mary Bourne (Council):-

"TOGETHER WITH a right of way (so far as the Vendor can grant the same and in common with all others so entitled) at all times on foot only over and across the farm access road coloured brown on the Plan and TOGETHER ALSO WITH the right (so far as the Grantor can grant the same) to use the concrete ramp situate at the point marked 'X' on the Plan for access to the river for the purpose of clearing weed therefrom"

NOTE: Copy plan filed.

- 3 (21.05.1992) The land edged and numbered 2 in yellow on the filed plan has the benefit of the rights granted by but is subject as mentioned in a Conveyance thereof together with other land dated 20 February 1992 made between (1) Patricia Diana Evans (Grantor) and (2) Parish Council of St Mary Bourne (Council) in the following terms:-

"TOGETHER WITH (in so far as the Grantor is able to convey the same) a right of way at all times and for all purposes with or without vehicles of any description and with or without animals over the roadway known as Quarley Lane abutting onto the Property or some part thereof

SUBJECT TO the conditions contained in the schedule to the Conveyance as if the Property had been comprised within the Conveyance EXCEPTING AND RESERVING unto the Grantor for the benefit of the adjoining land to the

A: Property register continued

south known as Derrydown Farm:

(a) The right to retain and renew the electricity cable at a minimum depth of two feet under the Property in the position shown by a green dotted line on the plan annexed hereto and

(b) The right to retain and renew the telephone cable at a minimum depth of two feet in the approximate position shown by the brown dotted line on the said plan and

(c) The right to lay and thereafter maintain and renew a water pipe not exceeding two inches in diameter in the approximate position indicated by the red dotted line on the said plan

the owner of the said adjoining land known as Derrydown Farm having the necessary rights of access to such services as aforesaid but in exercising these rights shall cause as little damage as possible to the surface of the Property and shall make good any damage resulting therefrom as soon as is reasonably possible"

NOTE 1: The Conveyance referred to is dated 4 December 1991

NOTE 2: Copy plan filed.

B: Proprietorship register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (21.05.1992) PROPRIETOR: ST MARY BOURNE PARISH COUNCIL of The Parish Council Office, Bourne Meadow, St Mary Bourne, Andover, Hants SP11 6BE.

NOTE: The land having been acquired under voluntary Conveyances dated 4 December 1991 and 20 February 1992 made by (1) John William Evans and (2) Patricia Diana Evans respectively the registered title is subject to the provisions of Section 339 of The Insolvency Act 1986

- 2 (21.05.1992) A Conveyance of the land edged and numbered 1 in yellow on the filed plan together with other land dated 4 December 1991 referred to in the property Register contains purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Conveyance dated 4 December 1991 referred to in the Proprietorship Register:-

"THE Council HEREBY COVENANTS with the Grantor to manage maintain and improve the land hereby conveyed in accordance with the provisions set out in the Schedule hereto

THE SCHEDULE before referred to

1. The property shall be held upon trust for the benefit of the inhabitants of the Parish of St Mary Bourne SUBJECT TO the provisions of this Schedule

Schedule of personal covenants continued

2. (a) The Property shall be managed by a Committee of Management ("the Committee") which shall consist of not less than three members of whom one shall represent the interests of local residents one those of ecology and one those of fishery management but so that the majority of the Committee shall be members of the Parish Council

(b) The Committee may if it sees fit appoint not more than two co-opted members

(c) The Committee shall hold at least two ordinary meetings in each year and may summon a special meeting upon seven clear days' notice being given to all Committee members of the matters to be discussed

3. The Committee shall advise the Council on all matters relating to the Property including contracts and leases the upkeep of the lake planting and trimming of trees and other plants maintenance of grass and lake and river banks control of weed vermin and wildfowl and such other matters as the Committee consider desirable for the proper management of the property

4. The Council shall be responsible at its own expense for the implementation of all such maintenance and other work as is advised by the Committee under paragraph 3 hereof

5. (a) The Committee shall have power to find a suitable tenant to whom the fishing rights in the lake may be let by the Council upon such terms as the Council shall reasonably decide

(b) The rent received in respect of any such lease of fishing rights shall be applied towards the cost of the matters set out in paragraph 3 above

(c) Any such lease shall not grant exclusive use of the Property but shall allow for other recreational activities on the Property from time to time as the Committee shall decide

6. The Council shall have power to make such regulations as it shall see fit in respect of the Property save that the following restrictions shall in any event apply:

(a) No cars or other forms of mechanical transport shall be admitted on to the Property except for the purposes of maintenance thereof and on no more than two occasions in any year for access to the adjoining Recreation Ground between the points marked A and B on the plan

(b) Any dogs brought on to the Property shall be kept under proper control at all times

(c) On days when activities other than fishing are permitted these must be conducted in compliance with these restrictions and with respect to other users of the Property

(d) At all other times only those holding fishing permits (with no more than two non-fishing companions) shall be allowed on to the Property in order to preserve peaceful enjoyment of fishing and to avoid disturbance thereof."

C: Charges register

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

- 1 (21.05.1992) By a Conveyance dated 26 February 1976 made between (1) Geoffrey Duncan Porter (Vendor) and (2) Patricia Diana Evans (Purchaser) the land edged and numbered 2 in yellow on the filed plan together with other land was conveyed subject as follows:-

The property is hereby conveyed subject to the right of way reserved in a Conveyance dated the 28th April 1969 and made between David Millsom Titchener of the one part and the Purchaser of the other part and contained in like terms in a Conveyance dated the 30th day of June 1971 and made between the Purchaser of the one part and Stanley Thomas Gavin and Betty Grace Gavin of the other part.

NOTE: No further evidence of the Conveyances referred to was provided on first registration.

- 2 (21.05.1992) Option to purchase dated 4 December 1991 in favour of John William Evans.

NOTE: Copy filed.

End of register

