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Applications are pending in HM Land Registry, which have not been completed against this title.



Official copy of register of title

Title number LA813875

Edition date 11.05.2018

- This official copy shows the entries on the register of title on 15 JAN 2020 at 09:55:09.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 29 Jul 2020.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Fylde Office.

A: Property Register

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

LANCASHIRE : SOUTH RIBBLE

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the west side of Croston Road, Farington Moss, Leyland.
- 2 A Conveyance of the land tinted pink on the title plan and other land dated 10 July 1939 made between (1) John Wright (Vendor) and (2) Stanley Turner contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that as between the property hereby conveyed and the adjoining property of the Vendor all rights of way light air flow of water drainage eavesdrop support and other easements or quasi easements shall remain and be as they have hitherto existed under one ownership."
- 3 The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 4 (05.05.2016) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered LAN177523 in green on the title plan and other land dated 14 April 2016 made between (1) Homes and Communities Agency and (2) Miller Homes Limited but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under LAN177523.

- 5 A Conveyance of the land tinted blue and brown on the title plan and other land dated 13 January 1920 made between (1) George Archibald Wallace Young (Vendor) and (2) William Speakman (Purchaser) contains the following provision:-

"It is hereby agreed and declared that nothing in these presents contained shall be deemed to entitle the Purchaser to any right of light or air which would restrict or interfere with the free use of any adjoining or neighbouring land of the Vendor for building or other purposes."
- 6 The land tinted yellow on the title plan has the benefit of the following rights reserved by a Transfer of land lying to the south adjoining 2 Leyland Lane dated 16 December 1996 made between (1)

A: Property Register continued

Commission For The New Towns (Vendor) and (2) Frank Hunt (Purchaser):-

"EXCEPTED AND RESERVED (or in so far as the same do not already exist Excepting and Reserving) out of the Property unto the Vendor and others the easements rights matters and things specified in the First Schedule hereto

THE FIRST SCHEDULE above referred to

(Matters reserved to the Vendor and others)

.....
..

(2) The right to the Vendor and all others authorised by the Vendor to the free running of water through the ditch and culvert now laid or to be laid within eighty years after the date hereof in under the Property together with the right to the Vendor and others authorised by the Vendor upon giving reasonable notice (save in cases of emergency) to enter on the Property (a) to repair renew maintain inspect or cleanse such drain or culvert for the purpose of exercising such right subject to the persons exercising such right making good any damage caused to the Property thereby and/or (b) if so required by the Vendor to upgrade enlarge and/or culvert the existing ditch on the Property subject to paying reasonable compensation for inconvenience and the loss of the use of the Property or the part thereof so entered upon during the period of such upgrading enlargement and/or culverting and subject to making good any damage caused to the Property thereby.

(3) The rights liberties and powers of any public authority or supply company which may have mains or apparatus within or near to the Property (but with the benefit for the Purchaser so far as the Vendor can transfer the same and so far as it relates to the Property of any rights to compensation which may arise out of the exercise of such rights liberties and powers)

(4) The right to the Vendor notwithstanding anything to the contrary herein to deal with the Vendor's other lands in such parcels and upon such terms and conditions and subject to or free from any restrictions as the Vendor may think fit and the Purchaser shall not be released from any of the covenants and stipulations contained herein nor shall the right of the Vendor to enforce any such covenants and stipulations be affected in any way by reason that the Vendor's other lands shall have been sold or demised or contracted to be sold or demised without covenants and stipulations similar to those contained herein or that such other lands of the Vendor are being used in a manner and for a purpose inconsistent with the covenants and stipulations herein and the Purchaser shall not be entitled to inspect any assurance executed by the Vendor in favour of any other person.

(5) The Purchaser shall not be or become entitled to any right of access of light or air or other easement or right which will restrict or interfere with the full and free use and enjoyment of the adjoining or neighbouring property now or formerly owned by the Vendor and any enjoyment of light or air had by the Purchaser and their successors in title over any such adjoining or neighbouring or neighbouring land shall be deemed to be had by the revocable consent (hereby given) of the Vendor"

- 7 The land tinted blue and brown has the benefit of the following rights reserved by a Transfer of land adjoining the southerly boundary of the land tinted brown on the title plan dated 4 February 2000 made between (1) Commission for the New Towns (Transferor) and (2) The South Ribble Borough Council (Transferee):-

"EXCEPTIONS AND RESERVATIONS

The Property is transferred excepting and reserving to the Transferor the following rights:

(a) The right (in common with all other persons having the like right) to the free and uninterrupted passage and running of water soil gas electricity and other services to and from the adjoining and

A: Property Register continued

neighbouring land of the Transferor in and through any sewers drains watercourses pipes wires and cables which are now or may hereafter during the period of 80 years from the date of this Transfer "the Perpetuity Period" be laid in or under the Property together with the right upon giving previous reasonable notice (or at any time in case of emergency) to enter on such parts of the Property as have not been built upon to lay make connections with repair replace renew maintain inspect test and cleanse such sewers drains watercourses pipes wires and cables provided that the systems to which any connections are made are not overloaded beyond the capacity which they are for the time being designed to bear and subject to the person making such entry causing as little damage disturbance and inconvenience as reasonably possible and making good all damage caused by the exercise of such rights

(b) The right upon giving previous reasonable notice (or at any time in case of emergency) with or without servants agents contractors and workmen to enter or go upon such parts of the Property as may be reasonably necessary to facilitate the repair or maintenance to the adjoining land or any building structure or other thing thereon subject to making good all damage caused by the exercise of such right."

- 8 (02.11.2018) The land has the benefit of any legal easements reserved by transfers of land removed from the title shown edged and numbered in green on the title plan.
- 9 (02.11.2018) The land adjoining the parts tinted green on the title plan has the benefit of rights of entry for the inspection and maintenance of such adjoining land reserved by transfers of the said parts tinted green on the title plan.
- 10 (02.11.2018) Where transfers of the parts edged and numbered in green on the title plan include shared accessways rights of way are reserved thereover.

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 (11.05.2018) PROPRIETOR: MILLER HOMES LIMITED (Scot. Co. Regn. No. SC255429) of Miller House, 2 Lochside View, Edinburgh EH12 9DH.
- 2 (11.05.2018) The price stated to have been paid on 30 April 2018 was £2,488,050 plus £497,610 VAT.
- 3 (11.05.2018) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clause 7.1 of a Deed dated 14 April 2016 made between (1) Homes and Communities Agency and (2) Miller Homes Limited have been complied with or that they do not apply to the disposition.

NOTE: Copy filed.

C: Charges Register

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

- 1 (02.11.2018) The land is subject to rights of drainage and rights in respect of the supply of water, gas, electricity and other services granted by transfers of the parts edged and numbered green on the title plan.
- 2 (02.11.2018) The parts of the land affected thereby are subject to rights of support and rights of entry for inspection and maintenance purposes granted by transfers of the parts edged and numbered green on the title plan.

C: Charges Register continued

- 3 (02.11.2018) The managed accessways are subject to rights of way granted by transfers of the parts edged and numbered green on the title plan.
- 4 (02.11.2018) The estate managed areas and visitors parking spaces are subject to rights of user granted by transfers of the parts edged and numbered green on the title plan.
- 5 (02.11.2018) The shared accessways are subject to rights of way granted by transfers of the parts edged and numbered green on the title plan.
- 6 (18.11.2019) UNILATERAL NOTICE affecting plots 141 and 142 Croston Meadow in respect of an Agreement for sale dated 30 September 2019 made between (1) Miller Homes Limited and (2) Progress Housing Association Limited.
- 7 (18.11.2019) BENEFICIARY: Progress Housing Association Limited (Registered Society No. 27792R) of Sumner House, 21 King Street, Leyland, Lancashire PR25 2LW.

End of register