



## HM Land Registry

TITLE NUMBER : EB8435

Edition date : 13 June 1997

Entry No.	<p style="text-align: center;"><b>A. PROPERTY REGISTER</b>  <small>containing the description of the registered land and the estate comprised in the Title</small></p>
	<p style="text-align: center;">EAST SUSSEX : EASTBOURNE</p> <p>1. (20 March 1937) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at The Crumbles lying to the south of the road from Langney Point to Crumbles Road, Eastbourne.</p> <p>2. The land has the benefit of the following rights granted by a Transfer of the land coloured pink on the plan thereto dated 14 July 1983 made between (1) The Council of the Borough of Eastbourne (Council) and (2) Sunley Estates Limited (Purchaser):-</p> <p>The Purchaser as beneficial owner hereby grants unto the Council full right and liberty for the Council and its successors in title the owners and occupiers for the time being of the land comprised in Title Numbers EB8435 EB8016 and ESX7262 from time to time and at all times hereafter and for all purposes to pass and repass over and along that part of the new road as is hatched black on the said plan annexed hereto.</p> <p><i>NOTE:- Copy plan in certificate. Copy plan filed under EB8016.</i></p> <p>3. 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.</p> <p>4. The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered ESX218385 in green on the filed plan dated 6 January 1997 made between (1) The Council of the Borough of Eastbourne and (2) Monarch House Management Company Limited:-</p> <p>THERE are EXCEPTED AND RESERVED to the Council and its successors in title for the benefit of the remaining land now comprised in the Title Numbers mentioned above and each and every part thereof and so as to bind the Property and each and every part thereof into whosoever's hands the same may come the rights set out in the Second Schedule hereto</p> <p style="text-align: center;">THE SECOND SCHEDULE (Exceptions and Reservations)</p> <p>1. THE right for the Council and its successors in title and all those authorised by them to connect to and thereafter to use all sewers drains watercourses pipes wires cables and other services now or which may within eighty years of the date hereof (which shall be the perpetuity period applicable hereto for the purpose of the Perpetuities and Accumulation Act 1964) be laid or pass over through or under the Property with power at any time upon giving reasonable notice to enter upon the Property to make lay repair connect cleanse and maintain the sewers drains watercourses pipes wires cables and other services Provided that the Council or the person entering shall make good all damage occasioned thereby</p> <p>2. A right of way for the Council and its successors in title and all those authorised by them at all times and for all purposes over the accessway coloured brown on the Plan leading to adjoining or adjacent</p>

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Entry No.	A. PROPERTY REGISTER (continued)
	<p>land of the Council</p> <p>3. UNTO the Council and its successors in title or other the owner or owners for the time being of the land adjoining all such rights of way water drainage light air support and other easements and quasi-easements rights and privileges affecting the Property as may have been reserved by or granted to or actually enjoyed by the Council or its predecessors in title or its lessees or tenants in respect of the adjoining property retained by the Council or any part thereof as if such adjoining property had belonged to a different owner and such easements and quasi-easements rights and privileges had been acquired by prescription</p> <p>4. ANY rights of light or air which would prejudicially affect the user by the Council and its successors in title of its adjoining or neighbouring land for building purposes are hereby expressly excepted from the effect of this Transfer and it is hereby declared that the Company and its successors in title shall not become entitled to any such rights for the benefit of the Property.</p> <p><i>NOTE:- Certificate Copy filed under EB27531.</i></p>

Entry No.	B. PROPRIETORSHIP REGISTER stating nature of the Title, name, address and description of the proprietor of the land and any entries affecting the right of disposing thereof TITLE ABSOLUTE
1.	(9 September 1974) Proprietor: THE COUNCIL OF THE BOROUGH OF EASTBOURNE of The Town Hall, Eastbourne, E Sussex.

Entry No.	C. CHARGES REGISTER containing charges, incumbrances etc, adversely affecting the land and registered dealings therewith
1.	Conveyance dated 2 December 1896 and made between (1) The Most Noble Spencer Compton Duke of Devonshire (2) William Lumb Wallis and George Ellwodd and (3) William Lumb Wallis contains covenants particulars of which are set out in the schedule of restrictive covenants hereto
2.	A Deed dated 25 November 1975 made between (1) The Eastbourne Waterworks Company and (2) Eastbourne Borough Council grants access to the land to lay water mains.
	<i>NOTE:- Copy filed.</i>

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Item No.	SCHEDULE OF RESTRICTIVE COVENANTS
1.	<p>The following are details of the covenants contained in the Conveyance dated 2 December 1896 referred to in the Charges Register:-</p> <p>And the Trustees as to one equal undivided moiety of the premises thereby conveyed jointly and severally for themselves their heirs and assigns and other the person or persons for the time being entitled to the same moiety of the hereditaments and premises thereby conveyed or any part thereof</p> <p>AND as a separate covenant the said William Lumb Wallis as to the other equal undivided moiety of the same premises doth hereby for himself his heirs and assigns and other the person or persons for the time being entitled to the last mentioned moiety of the same premises or any part thereof covenant with the Duke his heirs and assigns the owner or owners for the time being of Compton Place at Eastbourne aforesaid then belonging to the Duke that they the said covenanting parties respectively or their respective heirs or assigns or other the person or persons for the time being entitled as aforesaid will not at any time hereafter alter the exterior portion of the Buildings hereby conveyed or of any other buildings to be hereafter erected on the land hereby conveyed in any manner or build upon the said pieces of land any other buildings than the said messuages and tenements and other buildings now standing and being thereon without first submitting the plans thereof to the Surveyor of the Duke for his approval or otherwise in accordance with such approved plans and on the request of the Duke his heirs or assigns will pull down any buildings which may have been erected in breach of this covenant</p> <p>AND will not use the said premises or any part thereof as a school or for any educational purpose or as a public house or beershop except as hereinafter mentioned or for any trade or business whatsoever or otherwise as a private dwellinghouse without the consent in writing of the Duke his heirs or assigns</p> <p>AND will not do or permit to be done upon the premises any act or thing whatsoever which may be or become a nuisance annoyance or injury to any land of the Duke adjoining or near to the premises hereby conveyed or to the tenants of such land or any act or thing which may tend to deteriorate the value of such land</p> <p>AND shall not without such license as aforesaid cut down or lop any trees growing upon or near the said premises or which may hereafter be planted adjacent hereto</p> <p>PROVIDED ALWAYS AND IT IS HEREBY AGREED (inter alia) that the said William Lumb Wallis and his heirs representatives and assigns as aforesaid shall have permission and be at liberty to erect one public house or beershop upon the premises upon the site to be approved by the Duke or his Architect for the time being</p> <p>AND (inter alia) the said William Lumb Wallis hereby covenants for himself and his heirs representatives and assigns with the Duke his heirs and assigns that they will not erect or allow to be erected more than one public house or beershop upon the premises or any part thereof</p> <p>DECLARATION that if the said William Lumb Wallis his heirs</p>

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Item No.	SCHEDULE OF RESTRICTIVE COVENANTS (continued)
	<p>representatives tenants or assigns as aforesaid or any of them shall place windows in the side or back walls of the said dwellinghouses overlooking other land belonging to the Duke his heirs or assigns they the said William Lumb Wallis and George Ellwood and their respective heirs representatives tenants and assigns and each and every of them should be deemed to enjoy the access and use of light thereto by consent and leave of licence of the Duke his heirs tenants and assigns and shall not by the enjoyment thereof acquire any absolute or indefeasible or other right thereto by which any such windows may or might become "Ancient Lights" as against the adjoining owner</p>

\*\*\*\*\* END OF REGISTER \*\*\*\*\*

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

NOTE B: This certificate was officially examined with the register on 13 June 1997.

