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Official copy of register of title

Title number IW55699

Edition date 22.05.2018

- This official copy shows the entries on the register of title on 07 JAN 2025 at 11:25:03.
- 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 07 Jan 2025.
- 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, Weymouth Office.

A: Property Register

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

ISLE OF WIGHT

- 1 (28.06.1994) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the eastern side of Embankment Road, Bembridge.
- 2 (22.08.2003) The land has the benefit of the following rights granted by but is subject to the rights reserved by a Transfer of the land in this title dated 1 August 2003 made between (1) Maritime & Leisure Investments Limited and (2) Christopher Charles Andreae ('the Transferee'):-

"(4) The right for the Transferee and his successors in title and the owners and occupiers for the time being of the Property (in common with all other persons to the like right):-

(a) to the free and uninterrupted passage and running of water soil gas and electricity and other existing services to and from the Retained Land through the sewers drains gutters water courses pipes cables wires mains ducts gutters flues and other channels conducting media or conduits which are now in the Retained Land and which serve the Property or through such conduits as are substituted therefor during the period of 80 years from the date hereof with power at all times upon giving to the owner or occupier for the time being of the Retained Land reasonable notice (except in an emergency when no notice is required) to enter onto as much as is reasonably necessary of the Retained Land for the purpose of repairing renewing maintaining inspecting replacing or cleansing such conduits and of laying any further conduits and apparatus in order to connect into existing conduits to obtain any such service as mentioned above and to maintain and repair any party wall separating the Property from the Retained Land provided that the rights contained in this paragraph shall at all times be subject to the persons exercising those rights making good all damage caused to the Retained Land or any building for the time being erected on the Retained Land to the reasonable satisfaction of the owner for the time being of the Retained Land affected and subject always to the Transferee or the owner occupier for the time being of the Property contributing a fair and proper proportion to the cost of the maintenance and reinstatement of such services and any party wall

(b) The free right (in common as mentioned above and with or without

A: Property Register continued

surveyors agents and workmen) at all times and from time to time upon reasonable prior written notice (save in case of emergency) to enter and for so long as is necessary remain on the Retained Land to inspect and to make connections to and disconnections from the service media and conduits for all purposes connected with the development use and enjoyment of the Retained Land including the maintenance and repair of the service media and conduits PROVIDED THAT the person exercising the right of entry shall cause as little inconvenience as practicable in the circumstances and make good or cause to be made good as soon as practicable thereafter and free of cost any damage to the Retained Land but not so as to be liable to the Transferor for any disturbance or inconvenience resulting from or consequential on any proper exercise of the right of entry and the making good of any damage caused to the Retained Land

(c) to the support and shelter belonging to and enjoyed by the Property from the Retained Land

(5) Except and reserving to the Transferor and its successors in title and the owners and occupiers of the Retained Land (in common with all other persons to the like right) similar (mutatis mutandis) to those set out in respect of the Property in (4) above."

NOTE: The Property referred to is the land in this title. The Retained Land is the land registered under title number IW24133.

- 3 (22.08.2003) The Transfer dated 1 August 2003 referred to above contains the following provision:-

"It is hereby agreed and declared that the Transferee and his successors in title shall not be entitled to any right of access of light and air of any other easement or right which would restrict or interfere with the free use of any Retained Land for building developing or any other purpose save for the easements set out in (4) below

It is hereby agreed and declared that the Transferee shall not be entitled to the continuance of nor shall it by virtue of this transfer or of the Law of Property Act 1925 Section 62 acquire any easement or right or privilege or advantage over or in respect of the Retained Land or acquire any appurtenant right referred to in the Property Register of the title above mentioned or be entitled to the benefit (which is hereby exclusively reserved to the Transferor) of or to enforce or to have enforced or to prevent the release or modification of any covenant agreement or condition entered into by any person with the Transferor or its predecessors in title to the Retained Land save in so far as is specifically granted in this transfer."

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 (22.05.2018) PROPRIETOR: RATHBONE TRUST COMPANY LIMITED (Co. Regn. No. 01688454) of 8 Finsbury Circus, London EC2M 7AZ.
- 2 (15.08.2005) The price stated to have been paid on 29 July 2005 was £400,000.
- 3 (15.08.2005) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 4 (22.05.2018) The Transfer to the proprietor contains a covenant to observe and perform the covenants by the landlord contained in the lease dated 16 August 2013 referred to in the Schedule of Notices of Leases and of indemnity in respect thereof.

C: Charges Register

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

- 1 (28.06.1994) The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 31 July 1968 made between (1) British Railways Board (Board) (2) Bembridge Harbour Improvements Company Limited (Purchasers) and (3) Yarland Properties Limited (Sub-Purchasers):-
- "Reserving (a) unto the Board and their successors in title the owners of the toll road shown without colouring on the said plan the right to enter upon the lands hereby conveyed for the purpose of repairing and maintaining the said road and the works supporting the same and (b) unto the Purchasers such rights of entry on to the lands hereby conveyed with or without vehicles and with all requisite machinery and appliances as the Purchasers shall require for the purpose of carrying out works required by and giving effect to the indemnity on the part of the Purchasers.....(the Purchasers making good any damage caused on any such entry as aforesaid).....and Subject also to all the obligations of the Board whether contractual or statutory and whether or not capable of running with the land hereby conveyed (excluding the obligations imposed by sections 8 10 and 40 of the Act of 1874 but not excluding the obligation to maintain St Helen's North and South Quays) and subject to all easements rights provisions matters or things to which the said land is subject or to which the Board are subject relating in any way to the said land except as aforesaid"
- NOTE: The toll road referred to is Embankment Road.
- 2 (16.09.2013) 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.
- 3 (17.01.2017) By a Deed of Surrender of Part dated 16 December 2016 made between (1) Rathbone Trust Company Limited and Peter Anthony Bostock and (2) The Right Honourable Ivan Anthony Moore Brabazon The Lord Brabazon of Tara as Trustees of the Bembridge Sailing Club the terms of the lease dated 16 August 2013 referred to in the schedule of leases hereto were varied.

NOTE:-Copy Deed filed under IW76867.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	16.09.2013 Edged and numbered 1 in blue	Land on the eastern side of Embankment Road	16.08.2013 999 years beginning on and including 16.8.2013 and ending on and including 15.8.3012	IW78687

NOTE 1: The lease includes also other land.

NOTE 2: The lease dated 16 August 2013 referred to above has been determined as to the part edged and numbered 2 in blue on the title plan.

NOTE 3: See entry in the Charges Register relating to a Deed of Surrender of part dated 16 December 2016.

End of register