

Appendix 4: Land Ownership

List of documents:

1. IW50901 (freehold – Forelands Drive Association):
 - (i) Land Registry Official Copies and Plan
 - (ii) Conveyance dated 12th July 1948
 - (iii) Transfer dated 17th April 2003.

2. IW69092 (leasehold café and grounds – Mr & Mrs Guy):
Land Registry Official Copies and Plan

3. IW78219 (leasehold concrete plinth – Mr & Mrs Guy):
Land Registry Official Copies and Plan

4. IW57262 (freehold beach hut – Mrs Clarke):
Land Registry Official Copies and Plan

5. Report on Title – Isle of Wight Council
 - (i) Report and Plans 1 & 2
 - (ii) Conveyance dated 16th July 1965



Official copy of register of title

Title number IW50901

Edition date 21.05.2013

- This official copy shows the entries on the register of title on 09 OCT 2015 at 11:31:32.
- 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 09 Oct 2015.
- 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 Land Registry, Weymouth Office.

A: Property Register

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

ISLE OF WIGHT

- 1 (23.10.2001) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land lying to the south west of Foreland Fields Road, Bembridge.
- 2 (29.04.2003) The land tinted green on the title plan has been removed from this title and separately registered.
- 3 (01.05.2007) 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.

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 (29.04.2003) PROPRIETOR: ELIZABETH ANNE CLARKE of 13 Pembridge Gardens, London W2 4EA and CHRISTINE ANN PASKIN of 31 Foreland Fields Road, Bembridge, Isle of Wight PO35 5TR and JOHN FERGUSON WATT of Drimpark, Gough Road, Fleet, Hampshire GU51 4LJ.
- 2 (29.04.2003) RESTRICTION: No disposition by a sole proprietor of the land (not being a trust corporation) under which capital money arises is to be registered except under an order of the registrar or of the Court.
- 3 (29.04.2003) The price stated to have been paid on 17 April 2003 was £62,982.

C: Charges Register

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

- 1 (23.10.2001) A Conveyance of the land in this title and other land dated 12 July 1948 made between (1) Charles Heathfield Preston (Vendor)

C: Charges Register continued

(2) Midland Bank Limited and (3) James Preston contains restrictive covenants.

NOTE: Copy filed.

- 2 (29.04.2003) The parts of the land affected thereby are subject to rights of way.
- 3 (29.04.2003) The land is subject to the following rights granted by a Transfer of land lying to the east of the land in this title and registered under title IW54850 dated 17 April 2003 made between (1) Clara Gearing and Marie Louise Simcoe (Transferor) and (2) Gwendolen Margaret Bunce (Transferee):-

"Rights granted for the benefit of the Property:

1. A right of way on foot only over and along the footpath shown coloured green on the plan annexed hereto
2. The right to the free and uninterrupted passage and running of water sewage gas electricity telephone and other services or supplied to and from the Property through over and along the pipes mains channels gutters watercourses sewers wires and all other conducting media that now serve the Property and are situated in or over the Retained Land together with the right to enter on the Retained Land with or without workmen materials and specialist services in order to repair maintain renew and re-lay or remove the conducting media provided that this right shall only be exercised on at least 48 hours' prior notice being given (or without notice in the case of emergency) and so as to cause as little disturbance and inconvenience to the occupiers of the land affected and as little damage to the land affected as reasonable practicable and any damage shall immediately be made good"

NOTE 1: The Property is the land in title IW54850. The Retained Land is the land remaining in this title

NOTE 2: Original filed under IW54850.

- 4 (29.04.2003) The land is subject to the rights granted by a Transfer of the land lying to the west of the land in this title and registered under title IW54851 dated 17 April 2003 made between (1) Clara Gearing and Marie Louise Simcoe and (2) Elizabeth Anne Clarke which are identical with those contained in the Transfer dated 17 April 2003 referred to above.

NOTE: As to the right of way granted by the Transfer dated 17 April 2003 firstly referred to above the land transferred by the Transfer dated 17 April 2003 secondly referred to above does not have the benefit of the said right of way.

- 5 (18.11.2008) The land is subject to the lease set out in the schedule of leases hereto.

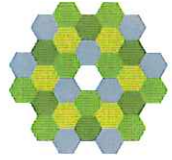
Schedule of notices of leases

1	18.11.2008 1	Beach Kiosk	04.09.2008 21 years from 01.10.2008	IW69092
2	21.05.2013 2	Land on the east side of Long Ledge Cafe	07.03.2013 21 years from 1 October 2008	IW78219

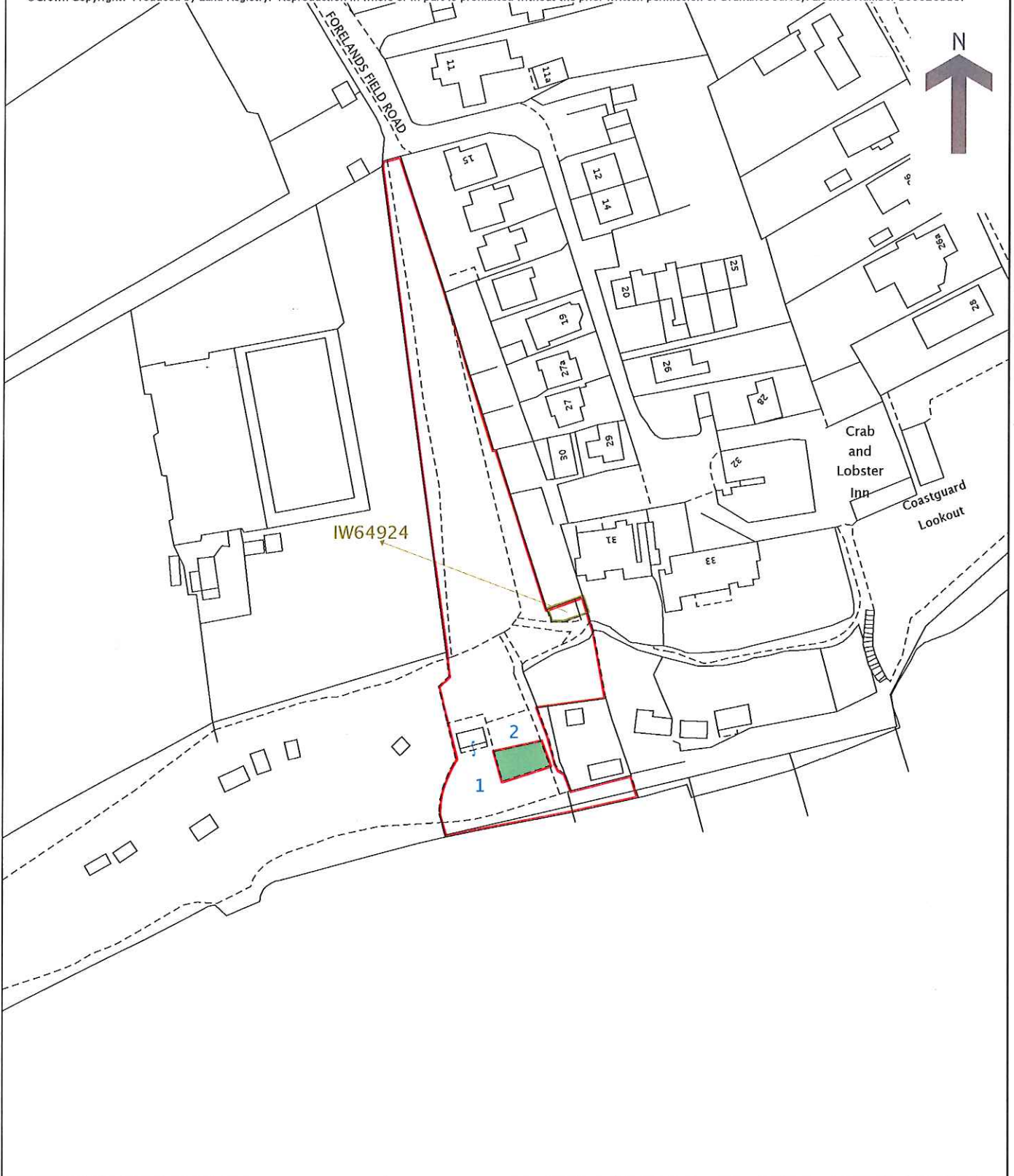
End of register

Land Registry Official copy of title plan

Title number **IW50901**
Ordnance Survey map reference **SZ6587SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Isle of Wight**



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LEIGH COATES & LUGG
 179
 LAWYERS
 100, BUCKINGHAM
 STRAND,
 W.C.2
 AND AT
 10, DUNDY COURT,
 518 BRISTOL ROAD, B.C.2

This Conveyance

is made this twelfth day of

July One thousand nine
 hundred and forty eight BETWEEN

CHARLES HEATHFIELD PRESTON of "Nab View" Rowgate Lane Bembridge in the
 Isle of Wight Farmer (hereinafter called "the Vendor") of the first part
 MIDLAND BANK LIMITED whose Registered Office is Poultry London E.C.2
 (hereinafter called "the Bank") of the second part and JAMES PRESTON
 of "St. Helier" Beachfield Road Bembridge aforesaid Butcher (hereinafter
 called "the Purchaser") of the third part WHEREAS:

1. The Vendor is the Estate Owner in respect of the fee simple in
 possession of the property hereby assured subject only to a Mortgage
 dated the eighth day of July One thousand nine hundred and forty seven
 made between the Vendor of the one part and the Bank of the other part
 for securing payment of the principal sums and interest as therein
 mentioned

2. A principal sum in excess of the purchase price of the land hereby
 assured is owing to the Bank upon the security of the said Mortgage and
 the Bank has agreed on receiving the purchase price to join in this Deed
 in manner hereinafter appearing

3. The Vendor has agreed with the Purchaser for the sale to him of the
 property hereby assured for the sum of Three thousand five hundred pounds
 free from incumbrances but subject to the stipulations and conditions
 contained in the First Schedule hereto

N O W THIS DEED W I T N E S S E T H as follows :-

1. IN pursuance of the said agreement and in consideration of the sum
 of THREE THOUSAND FIVE HUNDRED POUNDS now paid to the Bank by the
 Purchaser by the direction of the Vendor (the receipt and payment of
 which sum the Bank and the Vendor hereby respectively acknowledge) the
 Vendor as Beneficial Owner hereby grants and the Bank as Mortgagees by
 the direction of the Vendor hereby surrender and release unto the
 Purchaser ALL THAT piece or parcel of land part of Fareland Farm Bembridge
 in the Isle of Wight being Ordnance Numbers 318, Part 319, Part 192 and
 Part 180 on the Ordnance Survey Map (Revision of 1939) together with the
 cliff land and Beach running from North East to South West and as more
 particularly delineated and described on the plan annexed hereto and
 thereon coloured Pink and Together with the rights of the Lord of the
 Manor of Bembridge in respect of the Foreshore lying to the south of the
 Old Life Boat House at Bembridge aforesaid in so far as it adjoins and is
 adjacent to the premises hereby conveyed TO HOLD unto the Purchaser in



IW50901



SEQ130

Photo
 Copy

fee simple freed and discharged from the hereinbefore recited Mortgage but subject to the stipulations and conditions contained in the First Schedule hereto

2. THE Purchaser to the intent and so as to bind so far as practicable the land hereby assured unto whosoever hands the same may come but not so as to render the Purchaser personally liable in damages for any breach of covenant committed after he shall have parted with all interest in the premises in respect of which such breach shall occur. HEREBY COVENANTS with the Vendor that he will observe and perform the stipulations and conditions contained in the said First Schedule hereto.

3. THE Vendor as to documents specified in the Second Schedule hereto HEREBY COVENANTS with the Purchaser that as and when any such documents shall come into the possession of the Vendor or any person or persons deriving title under him he will when requested at the cost of the Purchaser or person or persons deriving title under him execute a Statutory Acknowledgment for production and undertaking for safe custody thereof but in the meantime and until the execution of such undertaking that every person having for the time being the possession of such documents will keep them safe wholly uncanceled and undefaced unless prevented from so doing by fire or any other inevitable accident. And the Mortgagees hereby acknowledge the right of the Purchaser to the production of the said documents the possession whereof is retained by them and to delivery of copies thereof.

IN WITNESS whereof the Vendor and the Purchaser have hereunto set their hands and seals and the Bank has caused its Common Seal to be hereunto affixed the day and year first above written.

FIRST SCHEDULE.

1. No house or building shall be erected altered or pulled down or used on the land hereby conveyed except in accordance with the following conditions

2. The Purchaser shall not without the previous consent in writing of the Vendor or his representatives erect upon the land hereby agreed to be sold any building other than private dwelling houses with brick walls or walls of cement or breeze blocks with rough cast finish. Any houses (with garages and outbuildings) erected shall be of the prime cost in labour and materials of £1,500 at the least and any house commenced shall be covered in and completed fit for habitation in a good and substantial manner and with good and sound material of every description in accordance

FIRST SCHEDULE - (Continued).

with plans drawings and elevations to be approved by the Surveyors of the Vendor and to the satisfaction in all respects of such Surveyors with proper and suitable offices and outbuildings sewers drains and fences on the sites and in the positions to be approved by such surveyor such approval not to be unreasonably withheld The Purchaser shall so by means of vouchers or other reasonable evidence when so required satisfy the Vendor or his Surveyor that the sum hereinbefore stipulated to be expended for the prime cost of the house erected has been so expended No other buildings shall be erected on the said land without such consent as aforesaid

3. No buildings to be erected on the said land shall at any time hereafter be used unless with such consent as aforesaid for any other purpose than that of a private dwellinghouse and a garage coach-house and stables or outbuildings belonging to the dwellinghouse and no trade manufacture business or profession of any kind (except that of a solicitor physician surgeon Dentist surveyor) shall be carried on in or upon the said land or any part thereof

4. The Purchaser shall not in any case do or permit to be done on the land anything whatsoever which shall be or may become dangerous or a nuisance or annoyance or disturbance to the Vendor or the tenants or owners of any house buildings or land adjoining or near to the said land or permit any part thereof to be used for the sale of wine or of malt or spirituous liquors

5. The Purchaser shall not burn bricks or clay except for ballast or concrete or create or allow any other unnecessary nuisance upon the premises or any part thereof and no excavation shall be made except for the purpose of digging foundations and any gravel chalk or sand raised or dug up shall not be disposed of or removed by the Purchaser except that the Purchaser shall be at liberty to dispose of all sand and gravel dug out of the foundations and not used on the premises.

6. There shall not be posted up or exhibited on the said land or on any erection thereof any placards or advertisements of any kind except advertisements showing that the land or any building erected or to be erected thereon is to be let or sold

7. All buildings of every description shall be built as stated in Clause 2 and roofed with Marley or kiln burnt tiles

8. Nothing herein contained shall prejudice the right of the Vendor to dispose of or deal with any other land now or hereafter forming part of

FIRST SCHEDULE - (Continued)

the Bembridge Estate with or without any restrictive or other provisions or prevent the Vendor from dealing with or building on any other property now or hereafter forming part of the Bembridge Estate in any manner he may think fit and nothing herein contained shall operate so as to constitute any building scheme respecting any other part of the Bembridge Estate

9. No application for the registration of any person as Proprietor of the property hereby conveyed shall be made under the Land Registration Act 1925 unless such application contains stipulations contained herein

10. The Purchaser shall within six months or upon commencing the building operation referred to in Clause 2 hereof properly fence in the said property from the adjoining property of the Vendor or his predecessors in title. *Final*

SECOND SCHEDULE

17th February 1936	PARTITION DEED	Charles Heathfield Preston and A O Preston
20th March 1939	LEGAL CHARGE	Charles Heathfield Preston (1) District Bank (2) with RELEASE endorsed
25th September 1946	LEGAL CHARGE	Charles Heathfield Preston (1) Thomas Baines (2)
4th June 1947	STATUTORY RECEIPT	Endorsed
17th December 1946	TRANSFER	Thomas Baines (1) The said Thomas Baines and Thomas Antony Baines (2)
8th July 1947	MORTGAGE	Charles Heathfield Preston (1) Midland Bank Limited (2)

SIGNED SEALED AND DELIVERED by }
the said Charles Heathfield }
Preston in the presence of : }

C Preston
hab via
Homgate Lane
Bembridge Isles
(Coal measures)

C H Preston

THE COMMON SEAL of Midland Bank }
Limited was hereunto affixed in }
the presence of : 359759 }

K.A. Mearns Directors

SIGNED SEALED AND DELIVERED by }
the said JAMES }
in the presence of : }
Preston }

Ada Lily Downes
Denmead
Steyne Rd. Bembridge
Bookkeeper

C Preston

MEMORANDUM

By a Deed of Grant dated the *15th* day of *July* 1957 and made between the within named James Preston of the first part Midland Bank Limited of the second part and Michael Moses Sacher of the third part a freehold right of way with or without vehicles was granted to the said Michael Moses Sacher and his successors in title to the adjacent land known as "Sea Point" Bembridge and for the purpose of access thereto over the-track shown on the plan annexed hereto from the public road and thence across part of the property hereby conveyed to the property known as "Sea Point" aforesaid.

MEMORANDUM

By a Conveyance dated the *28th* day of *April* 1960 and made between the within named James Preston of the first part and Michael Moses Sacher of the second part a piece of land containing approximately $\frac{3}{4}$ of an acre in area being part of Ordnance Survey Nos. 191 and 192 and lying opposite land known as "Sea Point" belonging to the said Michael Moses Sacher was conveyed to the said Michael Moses Sacher in fee simple and his right to production of the within written Conveyance was thereby acknowledged.

MEMORANDUM

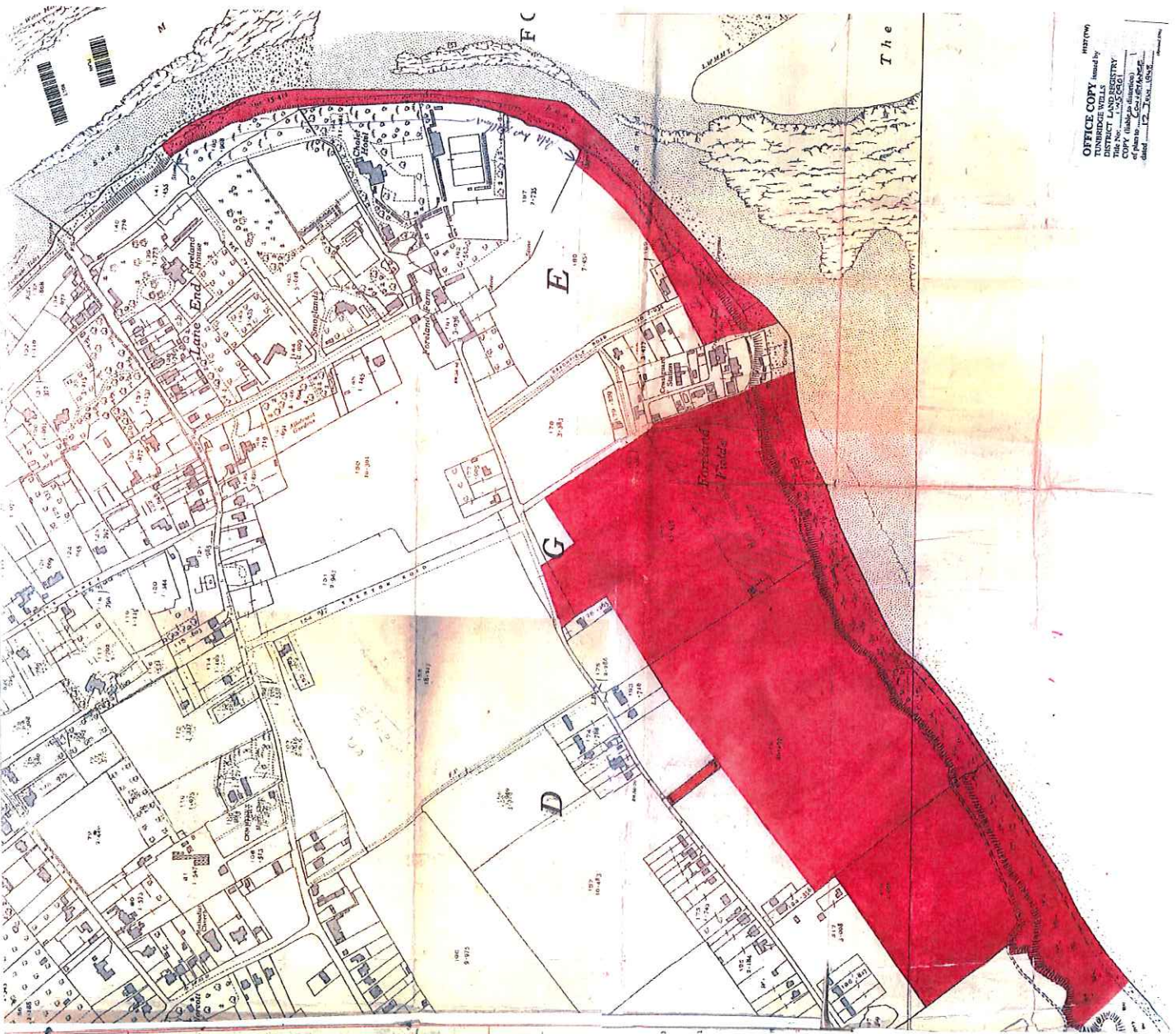
By a Conveyance dated the 22nd February 1961 and made between the within named James Preston of the first part Midland Bank Limited of the second part and Michael Moses Sacher of the third part Firstly part of the southern half of Foreland Field numbered 192 on the plan attached to the within written Conveyance and Secondly the piece or parcel of land which is bounded on the eastern side thereto partly by the premises known as the Crab and Lobster Inn and partly by premises known as Sea Point were conveyed to the said Michael Moses Sacher for an estate in fee simple and his right to production of the within written Conveyance was thereby acknowledged.

MEMORANDUM

By Conveyances dated the 16th July 1965 and made between the within-named James Preston of the first part Midland Bank Limited of the second part and the Isle of Wight Rural District Council of the third part a small piece or parcel of cliff land situate at Bembridge was conveyed to the Isle of Wight Rural District Council (for the purposes of the erection of a public convenience) in fee simple and their right to production of the within-written Conveyance was thereby acknowledged.

MEMORANDUM

By a Conveyance dated the fourth day of October 1972 and made between the within-named James Preston of the one part and Estate Development Co. (Bembridge) Limited (hereinafter called the "Company") of the other part part of the property comprised in the within written Conveyance being the south-eastern of the two pieces of land with the exception of part of O.S. 192 was conveyed to the Company for an estate in fee simple and the right of the Company to production and delivery of the within written Conveyance was thereby acknowledged.



OFFICE COPY issued by
 TUNBRIDGE WELLS
 DISTRICT LAND REGISTRY
 COPY (including CHG)
 of plans...
 dated... 12.11.2008

This official copy is incomplete without the preceding maps page.

HM Land Registry

TP1**Transfer of part
of registered title(s)***(If you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)*

1. Stamp Duty	
---------------	---

Place "X" in the box that applies and complete the box in the appropriate certificate.

- It is certified that this instrument falls within category in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987
- It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of
- I/We hereby certify that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of Section 92 of the Finance Act 2001

2. Title number(s) out of which the Property is transferred *(leave blank if not yet registered)*
IW509013. Other title number(s) against which matters contained in this transfer are to be registered *(if any)*4. Property transferred *(Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor and by or on behalf of the transferee.)*

Land at Forelands, Bembridge, Isle of Wight

The Property is defined; *(place "X" in the box that applies and complete the statement)*

- on the attached plan and shown *(state reference e.g. "edged red")*
edged red
- on the Transferor's filed plan and shown *(state reference e.g. "edged and numbered 1 in blue")*

5. Date 17th April 20036. Transferor *(give full names and Company's Registered Number if any)*
Clara Gearing & Marie Louise Simcoe7. Transferee for entry on the register *(Give full names and Company's Registered Number if any; for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated.)*
Gwendolen Margaret Bunce*Unless otherwise arranged with Land Registry headquarters, a certified copy of the transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.*8. Transferee's intended address(es) for service in the U.K. *(including postcode)* for entry on the register
101 Howgate Road, Bembridge, Isle of Wight, PO35 5TW

IW54850



SEQ105

9. The Transferor transfers the Property to the Transferee.

10. Consideration (Place "X" in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.)

- The Transferor has received from the Transferee for the Property the sum of (in words and figures)
Thirty three thousand two hundred and fifty pounds £33,250.00
(insert other receipt as appropriate)
- The transfer is not for money or anything which has a monetary value

11. The Transferor transfers with (place "X" in the box which applies and add any modifications)

- full title guarantee limited title guarantee

12. Declaration of trust Where there is more than one transferee, place "X" in the appropriate box

- The Transferees are to hold the Property on trust for themselves as joint tenants.
- The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares.
- The Transferees are to hold the Property (complete as necessary)

13. Additional Provisions

1 Use this panel for

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- other agreed provisions
- required or permitted statements, certificates or applications

2 The prescribed subheadings may be added to, amended, repositioned or omitted

Definitions

"The plan" - the plan annexed to this Transfer

"The Retained Land" - the land edged blue on the plan (but excluding the Property)

Rights granted for the benefit of the Property

1 A right of way on foot only over and along the footpath shown coloured green on the plan annexed hereto

2 The right to the free and uninterrupted passage and running of water sewage gas electricity telephone and other services or supplied to and from the Property through over and along the pipes mains channels gutters watercourses sewers wires and all other conducting media that now serve the Property and are situated in or over the Retained Land together with the right to enter on the Retained Land with or without workmen materials and specialist services in order to repair maintain renew and re-lay or remove the conducting media provided that this right shall only be exercised on at least 48 hours' prior notice being given (or without notice in the case of emergency) and so as to cause as little disturbance and inconvenience to the occupiers of the land affected and as little damage to the land affected as reasonably practicable and any damage caused shall immediately be made good

Rights reserved for the benefit of other land (*the land having the benefit should be defined, if necessary by reference to a plan*)

Restrictive covenants by the Transferee (*include words of covenant*)

The Transferee hereby covenants with the Transferors and their successors in title that she and those deriving title under her will observe the following provisions:-

(a) To pay to the Transferors or their successors in title on demand a fair and reasonable proportion of all premiums paid by the Transferors or their successors in title in insuring the sea wall and the gravel walk adjacent to it on the Retained Land in respect of public liability the Transferee's share being pro rata to the length of sea wall between the points marked A and B on the plan to the total length of sea wall

(b) Not to dispose of the Property or any part of it whether by way of a transfer assent or lease without first obtaining from the transferee or lessee a deed of covenant expressed to be made by the transferee or lessee with the Transferors in the form set out below

SPECIMEN DEED OF COVENANT

THIS DEED is made the _____ day of _____ 200 BETWEEN
of _____ ("the Covenantor") of the one part
and _____ of _____ ("the Covenantee") of the other part

WHEREAS by virtue of a Transfer ("the Transfer") bearing even date herewith but executed immediately before this Deed and made between _____ of the one part and the

~~Restrictive covenants by the Transferors (include words of covenant)~~

Covenantor of the other part the Covenantor is entitled to be registered as the registered proprietor of the land ("the Property") short particulars whereof are set out in the First Schedule hereto AND WHEREAS by virtue of the provisions of the Transfer referred to in the Second Schedule hereto the Covenantor is required to enter into a direct covenant with the Covenantee

NOW IT IS HEREBY WITNESSED that in pursuance of the provisions hereinbefore referred to the Covenantor hereby covenants with the Covenantees and their successors in title

(a) to pay to the Covenantees or their successors in title on demand a fair and reasonable proportion of all premiums paid by the Covenantees or their successors in title in insuring the sea wall and the gravel walk adjacent to it on the adjoining land of the Covenantees in respect of public liability the

Covenantors' share being pro rata to the length of sea wall between the points marked A and B on the plan annexed to the Transfer referred to in the Second Schedule to the total length of sea wall and
(b) Not to dispose of the Property or any part of it whether by way of a transfer assent or lease without first obtaining from the transferee or lessee a deed of covenant expressed to be made by the transferee or lessee with the Covenantees in the form set out below

Except under an order of the Registrar no transfer assent lease or other dealing with the land comprised in this title or any part or parts thereof shall be registered unless the person or persons applying for such registration shall have first entered into a Deed of Covenant complying with the terms of the Transfer dated the day of April 2003 and made between Clara Gearing and Marie Louise Simcoe (1) and Gwendolen Margaret Bunce (2) and such Deed of Covenant shall be substantially in the form of the Deed of Covenant set out in the Transfer

IN WITNESS whereof the Covenantors have executed this Deed the day and year first before written
FIRST SCHEDULE

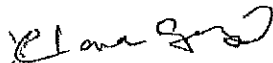
Land at Forelands Bembridge Isle of Wight

SECOND SCHEDULE



Transfer dated the day of April 2003 and made between Clara Gearing and Marie Louise Simcoe (1) and Gwendolen Margaret Bunce (2)

14. *The Transferors and all other necessary parties (including the proprietors of all the titles listed in panel 3) should execute this transfer as a deed using the space below and sign the plan. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees*

SIGNED as a Deed by the said
CLARA GEARING
in the presence of:-



Witness signature
Name
Address

	
132 GREEN LANE	LAKE IW PO36 9NL

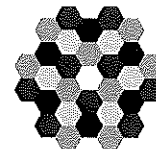
SIGNED as a Deed by the said
MARIE LOUISE SIMCOE
in the presence of:-

Witness signature
Name
Address

SIGNED as a Deed by the said
GWENDOLEN MARGARET BUNCE
in the presence of:-

Witness signature
Name
Address





Official copy of register of title

Title number IW69092

Edition date 14.05.2012

- This official copy shows the entries on the register of title on 18 FEB 2016 at 11:23:57.
- 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 18 Feb 2016.
- 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 Land Registry, Weymouth Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

ISLE OF WIGHT

- 1 (18.11.2008) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Longledge Cafe, Forelands Field Road, Bembridge.
- 2 (18.11.2008) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 4 September 2008
Term : 21 years from 1 October 2008
Parties : (1) Elizabeth Anne Clarke, Christine Ann Paskin and John Ferguson Watt
(2) Peter Colin Haynes and Jacqueline Haynes
- 3 (18.11.2008) The title includes any legal easements referred to in clause LR11.1 of the registered lease.
- 4 (18.11.2008) The landlord's title is registered.

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 (14.05.2012) PROPRIETOR: JONATHAN RICHARD GUY and EMMA MCARDLE of Longledge Cafe, Forelands Beach, Bembridge, Isle Of Wight and of 1 Monkton Street, Ryde, Isle Of Wight PO33 1JN.
- 2 (14.05.2012) The price stated to have been paid on 7 March 2012 was £57,000.

Title number IW69092

C: Charges Register

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

- 1 (18.11.2008) A Conveyance of the freehold estate in the land in this title and other land dated 12 July 1948 made between (1) Charles Heathfield Preston (Vendor) (2) Midland Bank Limited and (3) James Preston contains restrictive covenants.

NOTE: Copy filed under IW50901.

- 2 (18.11.2008) The land is subject to the rights granted by a Transfer of the land lying to the west of the land in this title and registered under title IW54851 dated 17 April 2003 made between (1) Clara Gearing and Marie Louise Simcoe and (2) Elizabeth Anne Clarke which are identical with those contained in the Transfer dated 17 April 2003 referred to above.

NOTE: As to the right of way granted by the Transfer dated 17 April 2003 firstly referred to above the land transferred by the Transfer dated 17 April 2003 secondly referred to above does not have the benefit of the said right of way.

- 3 (18.11.2008) The land is subject to the following rights granted by a Transfer of land lying to the east of the land in this title and registered under title IW54850 dated 17 April 2003 made between (1) Clara Gearing and Marie Louise Simcoe (Transferor) and (2) Gwendolen Margaret Bunce (Transferee):-

"Rights granted for the benefit of the Property:

1. The right to the free and uninterrupted passage and running of water sewage gas electricity telephone and other services or supplied to and from the Property through over and along the pipes mains channels gutters watercourses sewers wires and all other conducting media that now serve the Property and are situated in or over the Retained Land together with the right to enter on the Retained Land with or without workmen materials and specialist services in order to repair maintain renew and re-lay or remove the conducting media provided that this right shall only be exercised on at least 48 hours' prior notice being given (or without notice in the case of emergency) and so as to cause as little disturbance and inconvenience to the occupiers of the land affected and as little damage to the land affected as reasonable practicable and any damage shall immediately be made good"

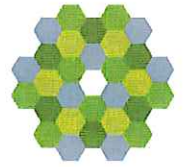
NOTE 1: The Property is the land in title IW54850. The Retained Land is the land remaining in title IW50901.

NOTE 2: Original filed under IW54850.

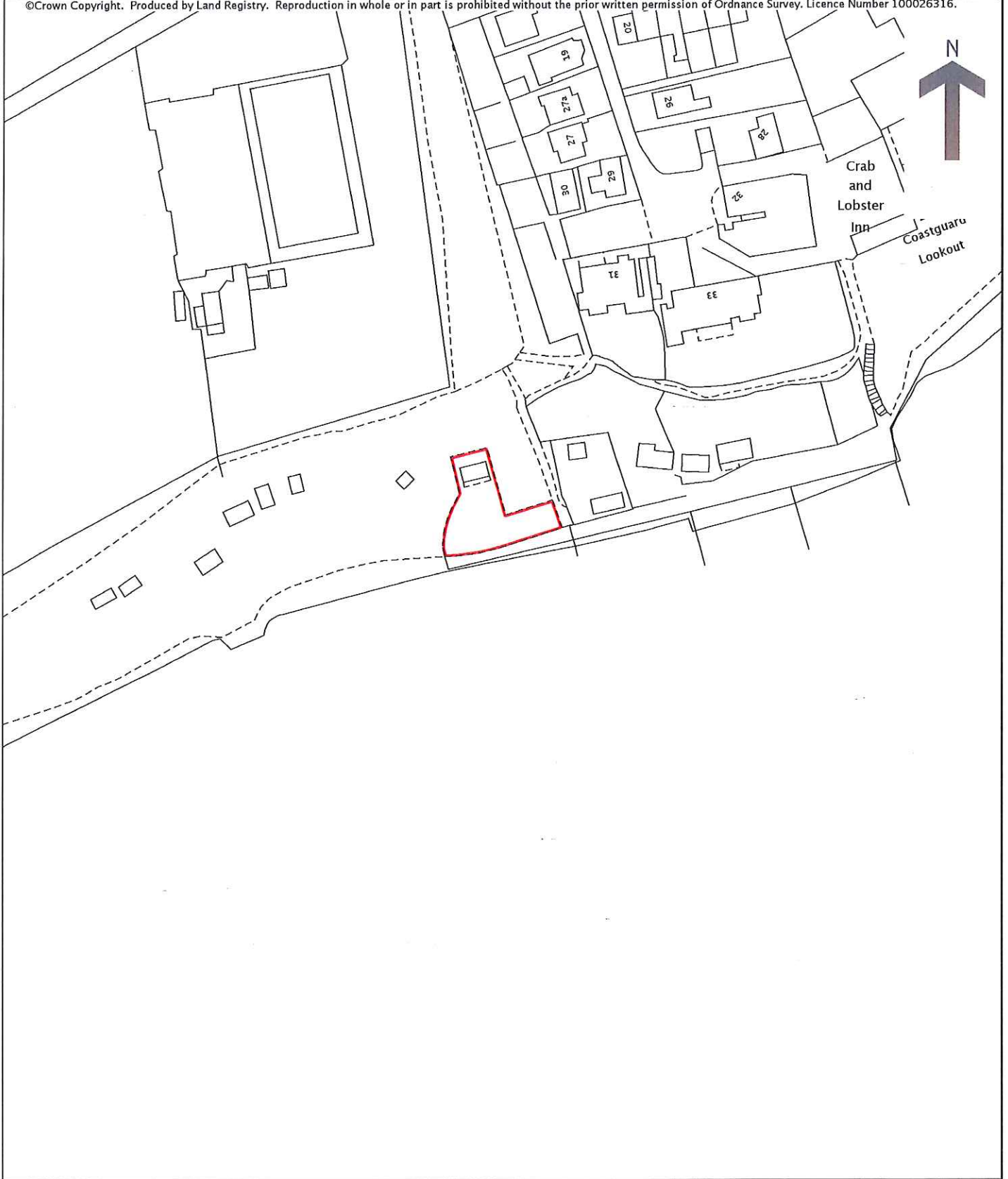
End of register

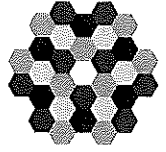
Land Registry Official copy of title plan

Title number **IW69092**
Ordnance Survey map reference **SZ6587SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Isle of Wight**



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Official copy of register of title

Title number IW78219

Edition date 21.05.2013

- This official copy shows the entries on the register of title on 09 OCT 2015 at 11:43:13.
- 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 09 Oct 2015.
- 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 Land Registry, Weymouth Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

ISLE OF WIGHT

- 1 (21.05.2013) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the east side of Long Ledge Cafe, Forelands Field Road, Bembridge.
- 2 (21.05.2013) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 7 March 2013
Term : 21 years from 1 October 2008
Parties : (1) Elizabeth Anne Clarke, Christine Ann Paskin and John Ferguson Watt
(2) Jonathan Richard Guy and Emma Mcardle
- 3 (21.05.2013) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.
- 4 (21.05.2013) The landlord's title is registered.

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 (21.05.2013) PROPRIETOR: JONATHAN RICHARD GUY and EMMA MCARDLE of 1 Monkton Street, Ryde PO33 1JN.
- 2 (21.05.2013) 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.

Title number IW78219

C: Charges Register

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

- 1 (21.05.2013) A Conveyance of the freehold estate in the land in this title and other land dated 12 July 1948 made between (1) Charles Heathfield Preston (Vendor) (2) Midland Bank Limited and (3) James Preston contains restrictive covenants.

NOTE: Copy filed under IW50901.

- 2 (21.05.2013) The land is subject to the rights granted by a Transfer of the land lying to the west of the land in this title and registered under title IW54851 dated 17 April 2003 made between (1) Clara Gearing and Marie Louise Simcoe and (2) Elizabeth Anne Clarke which are identical with those contained in the Transfer dated 17 April 2003 referred to above.

NOTE: As to the right of way granted by the Transfer dated 17 April 2003 firstly referred to above the land transferred by the Transfer dated 17 April 2003 secondly referred to above does not have the benefit of the said right of way.

- 3 (21.05.2013) The land is subject to the following rights granted by a Transfer of land lying to the east of the land in this title and registered under title IW54850 dated 17 April 2003 made between (1) Clara Gearing and Marie Louise Simcoe (Transferor) and (2) Gwendolen Margaret Bunce (Transferee):-

"Rights granted for the benefit of the Property:

1. The right to the free and uninterrupted passage and running of water sewage gas electricity telephone and other services or supplied to and from the Property through over and along the pipes mains channels gutters watercourses sewers wires and all other conducting media that now serve the Property and are situated in or over the Retained Land together with the right to enter on the Retained Land with or without workmen materials and specialist services in order to repair maintain renew and re-lay or remove the conducting media provided that this right shall only be exercised on at least 48 hours' prior notice being given (or without notice in the case of emergency) and so as to cause as little disturbance and inconvenience to the occupiers of the land affected and as little damage to the land affected as reasonable practicable and any damage shall immediately be made good"

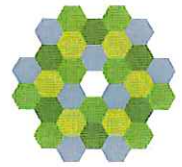
NOTE 1: The Property is the land in title IW54850. The Retained Land is the land remaining in title IW50901.

NOTE 2: Original filed under IW54850.

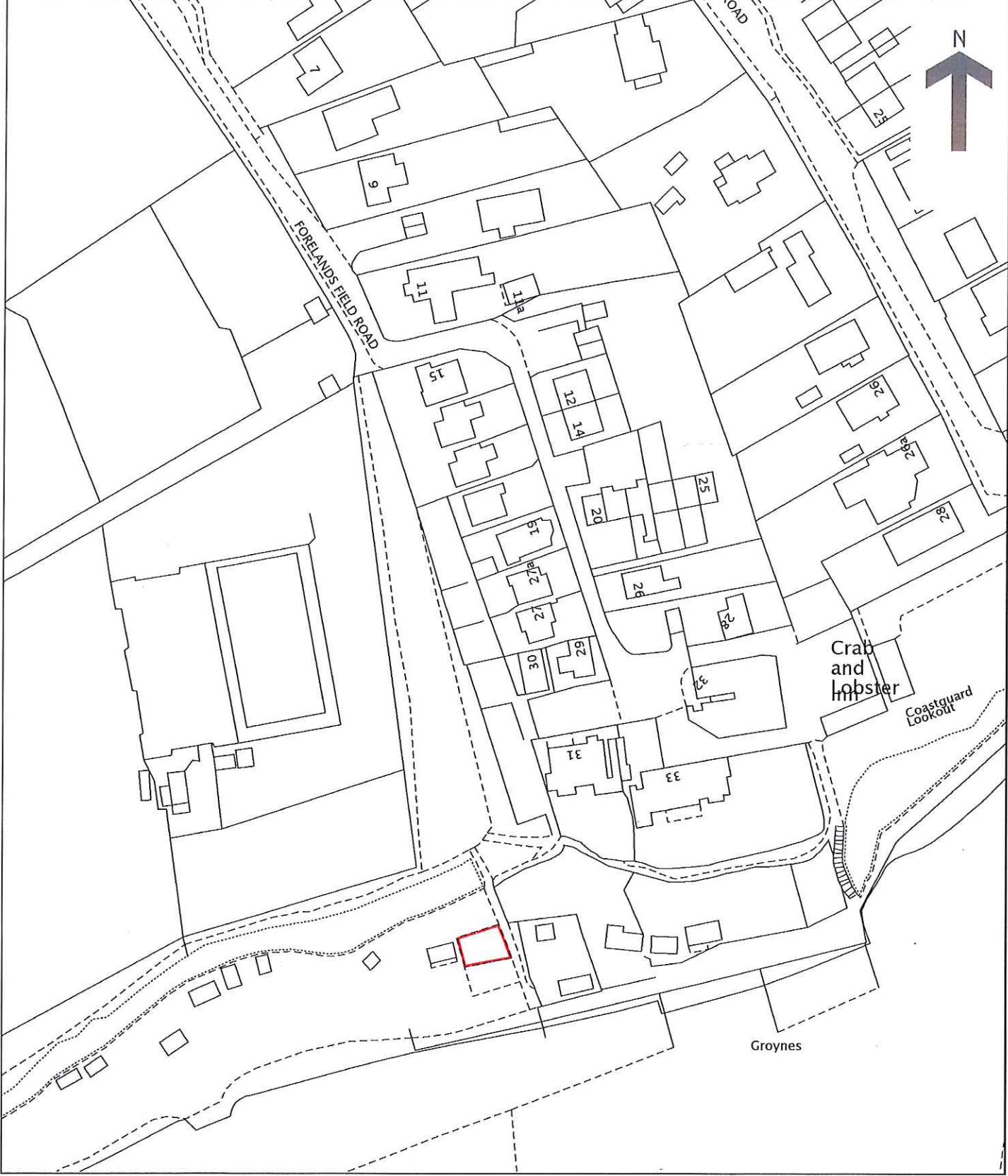
End of register

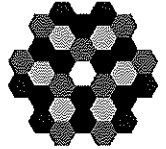
Land Registry
Official copy of
title plan

Title number **IW78219**
Ordnance Survey map reference **SZ6587SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Isle of Wight**



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Official copy of register of title

Title number IW57262

Edition date 24.04.2009

- This official copy shows the entries on the register of title on 22 NOV 2012 at 13:48:03.
- 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 22 Nov 2012.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry, Weymouth Office.

A: Property Register

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

ISLE OF WIGHT

- 1 (23.10.2001) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Chalet 9, Forelands Field Road, Bembridge.
 - 2 (29.04.2003) The land has the benefit of the rights granted by a Transfer of the land in this title and other land dated 17 April 2003 made between (1) Clara Gearing and Marie Louise Simcoe and (2) Gwendolen Margaret Bunce.
- NOTE:-Copy filed under IW54850.*
- 3 (19.03.2004) By a Deed dated 15 March 2004 made between (1) Elizabeth Ann Clarke and others and (2) Gwendolen Margaret Bunce the covenants contained in the Transfer dated 17 April 2003 referred to above were released.

NOTE: Copy filed under IW54850.

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 (01.04.2004) PROPRIETOR: ELIZABETH ANNE CLARKE of 13 Pembridge Gardens, London W2 4EA.
- 2 (01.04.2004) The price stated to have been paid on 17 March 2004 was £7,500.

Title number IW57262

C: Charges Register

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

- 1 (23.10.2001) A Conveyance of the land in this title and other land dated 12 July 1948 made between (1) Charles Heathfield Preston (Vendor) (2) Midland Bank Limited and (3) James Preston contains restrictive covenants.

NOTE:-Copy filed under IW50901.

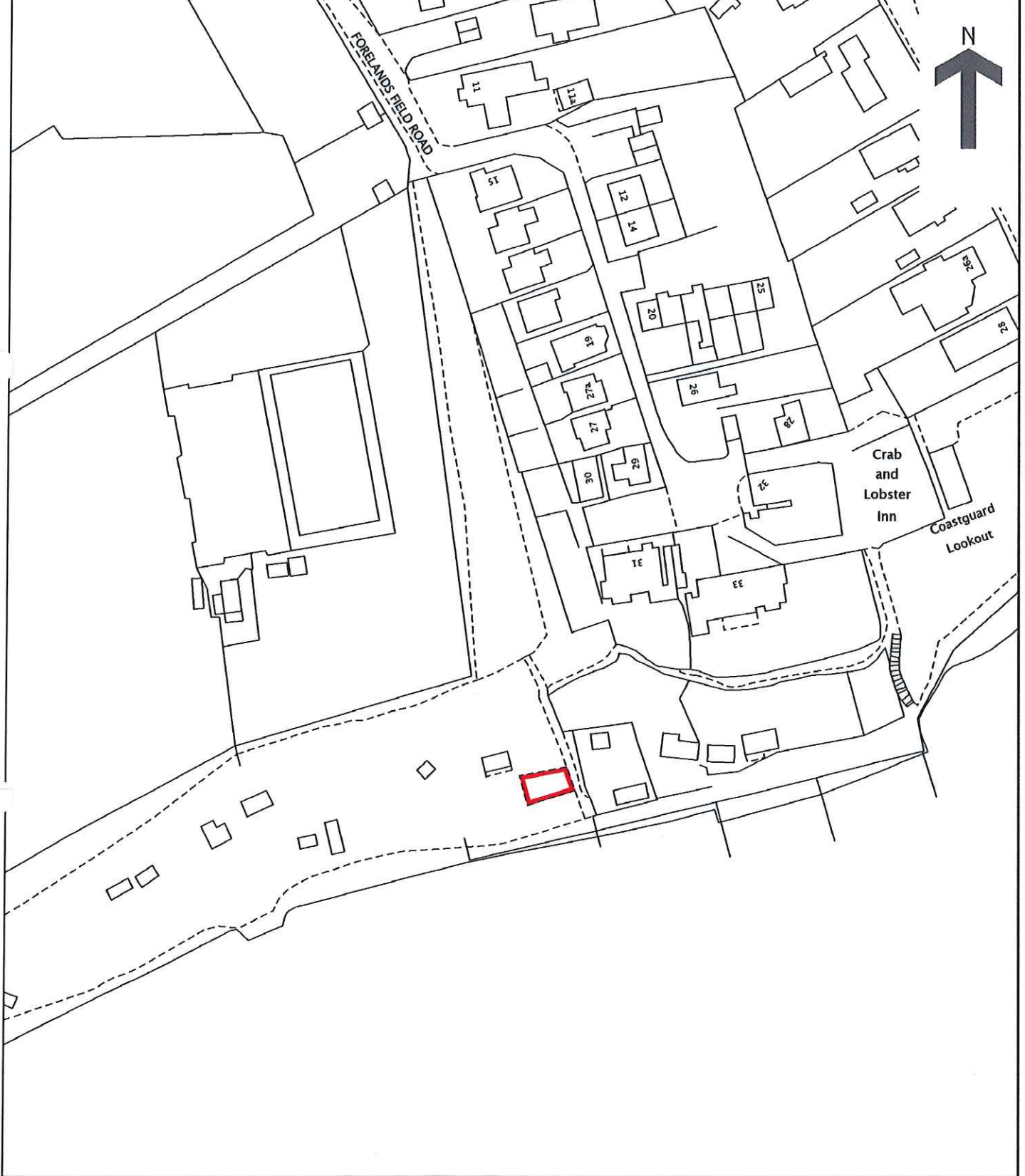
End of register

Land Registry
Official copy of
title plan

Title number **IW57262**
Ordnance Survey map reference **SZ6587SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Isle of Wight**



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Appendix 4 - Item 5 (i)

REPORT ON TITLE

NB *This report has been given only as a result of viewing the title deeds and document contained within the deed packet stated above. There may be adverse rights which have been acquired over the land which may be apparent upon inspection or within filings and other papers held within the Council or not known to the Council which would hinder or prejudice any potential sale.*

DEED PACKET REF: D576K

PROPERTY: Cliff land at Bembridge formerly part of Foreland farm measuring 26' E-W and 30' N-S – see plan 1 annexed

FREEHOLD/LEASEHOLD/REGISTERED/UNREGISTERED

Freehold unregistered title – see below

BENEFITS

Right of access for general public and Council's officers/ workmen for use as a public convenience – see below

BURDENS

No information

COVENANTS

Council gave indemnity to observe and perform 12/7/1948 covenants – see below

RESTRICTIONS ON USE/BUILDING

DETAIL OF THE PROPERTY WAS ACQUIRED AND/OR HOW THE PROPERTY IS NOW HELD (INCLUDING ANY OPEN SPACE/ VILLAGE GREEN/HIGHWAY ISSUES

See below

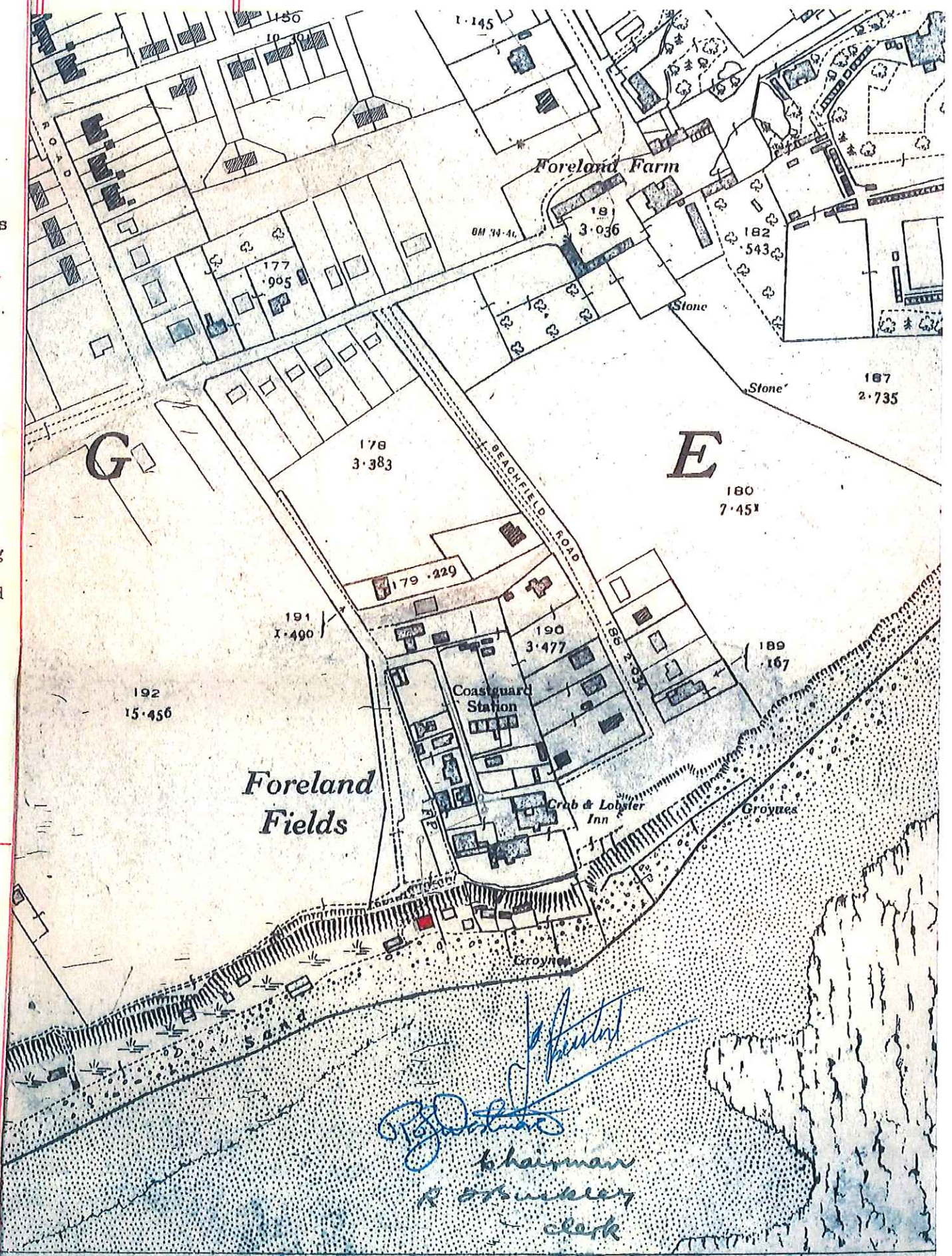
OTHER MATTERS AND ANY OTHER COMMENTS

This land was acquired by IOW Rural District Council on 16/7/1965
The IOWC attempted to register its title to this land in 2008 – at that time HMLR advised the land was already registered under title number IW 50901- see copy plan 2 annexed (the green tinted land and land edged green has been removed from the title) – no further attempt made by IOWC to challenge this registration
IW 50901 shows the land with other land was bought by Clarke, Paskin and Watt in 2003
Appears a lease was granted on 21/5/13 over the land in question for a term of 21 yrs from 1/10/2008
Any attempt to try to recover title to the land would need to balance the cost in time and resources and any such attempt may not prove successful

DATED: 31/10/13

PLAN I

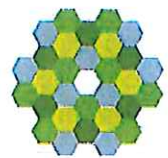
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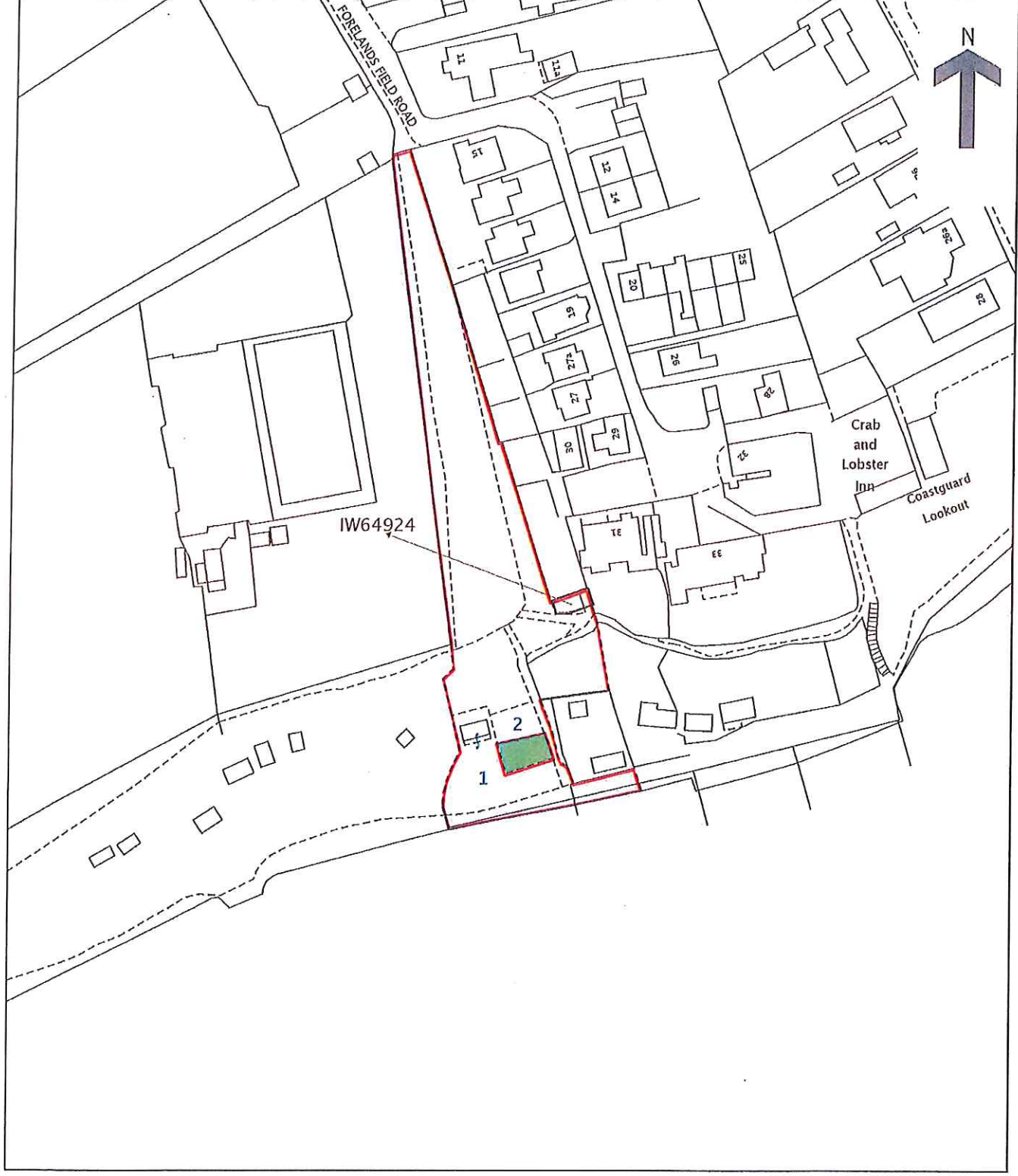
Land Registry
Official copy of
title plan

Title number **IW50901**
Ordnance Survey map reference **SZ6587SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Isle of Wight**

PLAN 2



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WATERLOW & SONS, LIMITED,
LONDON WALL
LONDON

This Conveyance

is made the *Sixteenth*
day of *July*

One thousand nine hundred and sixty five BETWEEN JAMES PRESTON of Wallsend Farm Bembridge in the Isle of Wight Farmer (hereinafter called "the Vendor") of the first part MIDLAND BANK LIMITED (hereinafter called "the Bank") of the second part and the ISLE OF WIGHT RURAL DISTRICT COUNCIL (hereinafter called "the Council") of the third part

WHEREAS the Vendor is seised of the property hereinafter described and hereby conveyed (together with other property) for an estate in fee simple in possession subject to the covenants restrictions and stipulations hereinafter referred to and also subject to the Mortgage next hereinafter recited but otherwise free from incumbrances

AND WHEREAS by a Mortgage (hereinafter called "the Mortgage") dated the Eleventh day of August One thousand nine hundred and forty eight and made between the Vendor of the one part and the Bank of the other part the property hereby conveyed was with other property demised by the Vendor to the Bank for a term of Four thousand years by way of mortgage for securing the principal money interest and other moneys thereby covenanted to be paid

AND WHEREAS the Vendor has agreed to sell and the Council in exercise of the powers in that behalf given to them by the Public Health Act 1936 and of all other powers them hereunto enabling have for the purpose of erecting thereon public conveniences agreed to purchase the property hereinafter described subject to the said covenants restrictions and stipulations if and so far as the same relate to the property hereby conveyed and are still subsisting and capable of being enforced but otherwise free from incumbrances at the price of Fifty pounds

AND WHEREAS ~~that in pursuance of the agreement between the Vendor and the Bank on the security of the Mortgage a sum in excess of the said purchase money and it has been agreed that the said purchase money shall be paid to the Bank and that the Bank shall join herein in manner hereinafter appearing~~

NOW THIS DEED WITNESSETH as follows:-

1. In pursuance of the said agreement and in consideration of the sum of FIFTY POUNDS now paid by the Council at the request of the Vendor to the Bank (the receipt and payment whereof the Bank and Vendor hereby respectively acknowledge) the Vendor as beneficial owner hereby conveys and the Bank as mortgagees at the request of the Vendor hereby surrender and release unto the Council ALL THAT piece or parcel of cliff land situate at Bembridge in the Isle of Wight and being formerly part of Foreland Farm as the same piece or parcel of cliff land hereby conveyed

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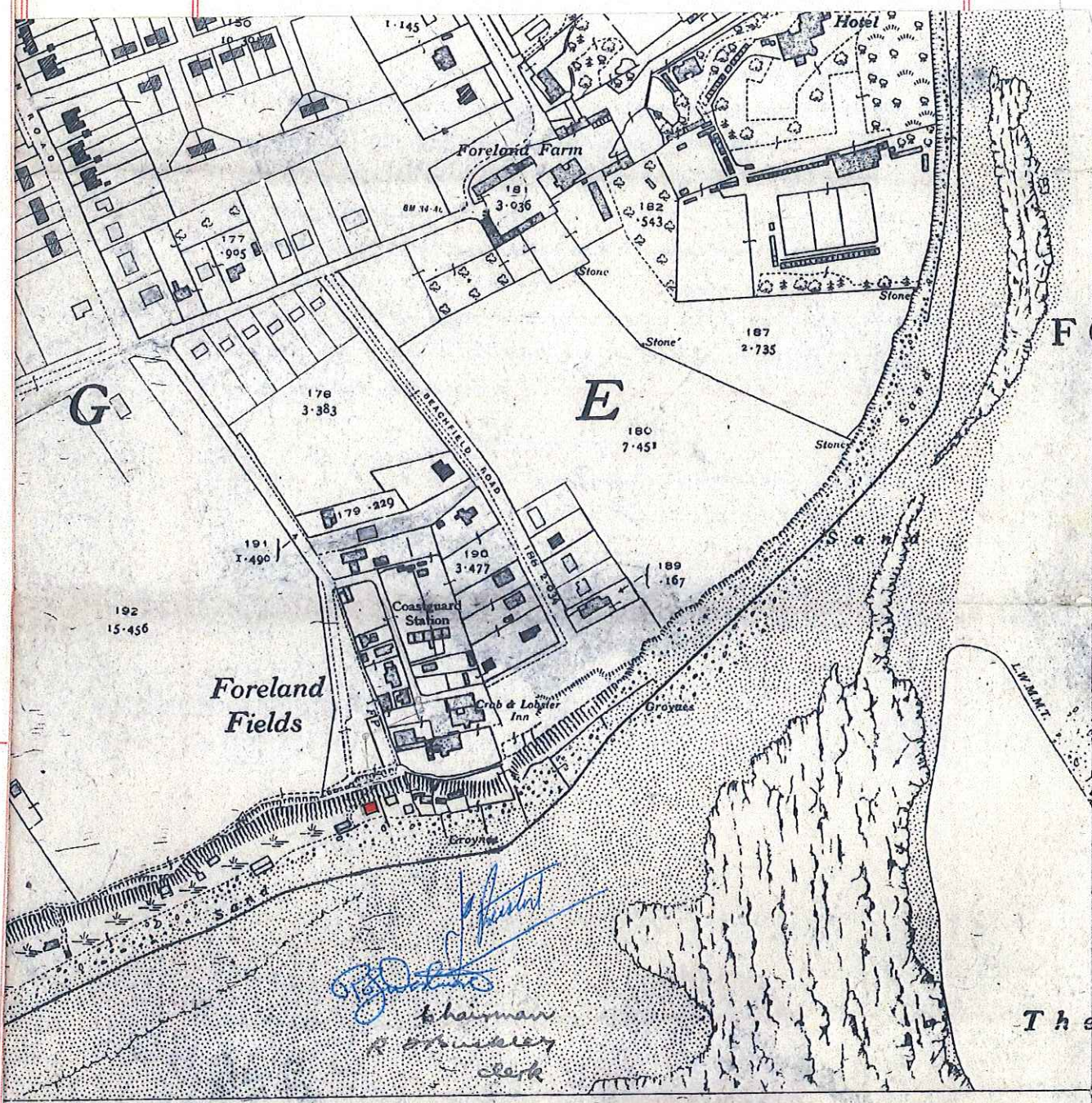
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contains by admeasurement from east to west Twenty six feet or thereabouts and from north to south Thirty feet or thereabouts and is for the purpose of identification only delineated and shown by the plan annexed hereto and thereon coloured red TOGETHER with the right to lay and maintain all such necessary drains or sewers as may be required to convey drainage from the public conveniences to be erected on the property hereby conveyed to the Council's sewer AND TOGETHER with all necessary rights of access for exercising such right of drainage so far as the Vendor is able to grant the same AND TOGETHER ALSO with full and free right of access for the general public and the Council's officers and workmen for all purposes incidental to the use and maintenance of such public conveniences TO HOLD the same unto the Council in fee simple discharged from all principal moneys interest and other moneys secured by and from all claims and demands under the Mortgage and to the intent that the said term of Four thousand years subsisting thereunder shall as respects the property hereby conveyed merge and be extinguished in the fee simple thereof SUBJECT to the covenants restrictions and stipulations contained in a Conveyance dated the Twelfth day of July One thousand nine hundred and forty eight and made between Charles Heathfield Preston of the first part the Bank of the second part and the Vendor of the third part if and so far as the same relate to the property hereby conveyed and are still subsisting and capable of being enforced

2. With the object of affording to the Vendor a full and sufficient indemnity in respect of any breach of the covenants restrictions and stipulations hereinbefore referred to but not further or otherwise the Council hereby covenant with the Vendor that the Council and the persons deriving title under them will henceforth perform and observe the said covenants restrictions and stipulations so far as aforesaid and will indemnify the Vendor and his estate and effects from and against all actions claims and demands in respect of such covenants restrictions and stipulations so far as aforesaid

3. The Bank hereby acknowledges the right of the Council to the production of the documents mentioned in the Schedule hereto (the possession of which is retained by the Bank) and to delivery of copies thereof and the Vendor for himself and his successors in title hereby covenants with the Council that he the Vendor or his successors in title will so soon as the said documents shall come into his or their possession give to the Council or their successors in title an undertaking for the safe custody thereof and in the meantime and until such undertaking shall have been

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Secretary.

given that every person for the time being having the possession or control of the said documents will keep the same safe whole uncanceled and undefaced unless prevented from so doing by fire or other inevitable accident

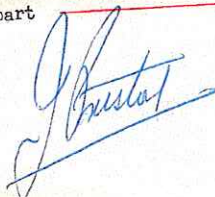
4. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of Four thousand five hundred pounds

IN WITNESS whereof the Vendor has hereunto set his hand and seal and the Bank and the Council have caused their respective Common Seals to be hereunto affixed the day and year first before written

12th July 1948	<u>THE SCHEDULE</u> before referred to
	<u>CONVEYANCE</u> between Charles Heathfield Preston of the first part the Bank of the second part and the Vendor of the third part
12th July 1948	<u>ACKNOWLEDGMENT</u> by Charles Heathfield Preston
11th August 1948	<u>MORTGAGE</u> between the Vendor of the one part and the Bank of the other part

SIGNED SEALED and DELIVERED by the said)
James Preston in the presence of:)

E. D. Goodfellow.
The Lodge
Thornton Cross
Ryde. I. O. W
Clerk.



THE COMMON SEAL of Midland Bank Limited)
was hereunto affixed in the presence of:)

645147

[Signature]) Director.
[Signature]) Secretary.



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been

THE COMMON SEAL of the Isle of Wight Rural
District Council was pursuant to a
Resolution of the Council affixed hereto in
the presence of:



2209.

[Handwritten signature]

Chairman

R. [Handwritten signature]

Clerk

Received Date

Dated 16th July 1965

MR. J. PRUSTON and his
FAMILY

- to -

ISLE OF WIGHT RURAL DISTRICT
COUNCIL

Conveyance

of land at Bembridge in the Isle of Wight
