

Title Number : BK262539

This title is dealt with by HM Land Registry, Gloucester Office.

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This extract shows information current on 19 APR 2022 at 17:43:38 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: BK262539
Address of Property	: land and buildings on the North West side of High Street, Lambourn
Price Stated	: Not Available
Registered Owner(s)	: MALLARD ESTATES LIMITED of Pollen House, Cork Street, London, W1.
Lender(s)	: None

Title number BK262539

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 19 APR 2022 at 17:43:38. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

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A: Property Register

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

WEST BERKSHIRE

1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land and buildings on the North West side of High Street, Lambourn.

2 A Deed of Exchange dated 8 September 1931 made between (1) George Gosling and (2) Sir Hugh Nugent contains the following provision:-

"IT is hereby agreed and declared that the whole of the wall (which will now be the boundary) running from the High Street to the further end of the land coloured Green on the Plan is the property of Sir Hugh Nugent and is repairable only by him and his successors in title and George Gosling doth hereby permit and allow Sir Hugh Nugent to insert a two inch pipe through the last mentioned wall at a point about twenty feet from the High Street and to run it along the wall on the side facing George Goslings property for any distance required for the purpose of carrying off water from the premises of Sir Hugh Nugent and back through the wall into a drain situate on Sir Hugh Nugents side Sir High Nugent being entirely responsible for the upkeep and repair of the said pipe".

NOTE: The land coloured Green referred to has been tinted yellow on the filed plan.

3 The land has the benefit of the following rights reserved by a Transfer of the land adjoining the boundary at the Southern corner of the land in this title dated 11 February 1983 made between (1) Lambourn Coachbuilders Limited (Vendors) and (2) Newbury District Council (Purchaser):-

"Except and Reserving to the Vendor and its successors in title and all persons duly authorised by it or them at all times hereafter the easements and rights set out in the Second Schedule hereto

THE SECOND SCHEDULE

1. A right of way in case of fire or other emergency only with or without vehicles over the entrance roadway coloured Brown on the said plan as a means of access to and egress from the adjoining land of the Vendor situate on the East side thereof

2. A right of way on foot only over the entrance roadway coloured Brown on the said plan as a means of access to and egress from the adjoining land of the Vendor situate on the East side thereof

.....
..

4. The right to the free passage of water and soil and of surface water from the adjoining property of the Vendor through the sewers or drains and access chambers shown respectively with Red and Blue lines on the said plan connecting the said adjoining property with the main foul and surface water sewers in High Street

5. The right at all times hereafter to supplies of water and electricity through the water pipes and electricity cables in and over the property hereby transferred the position of which said water pipes

A: Property Register continued

is shown with a Black broken line on the said plan

6. A right of entry with or without vehicles and machinery at all reasonable times upon due notice to the Purchaser (except in case of emergency) (a) for the purpose of repairing maintaining cleansing and renewing the said foul and surface water sewers or drains and the said water pipes and electricity cables laid under upon or over the property the Vendor or its successors in title making good all damage thereby caused to the property to the reasonable satisfaction of the Purchaser and (b) for the purpose of repairing and maintaining and renewing the building known as Number 15 High Street Lambourn aforesaid situate on the East side of the property".

NOTE: The entrance roadway coloured Brown on the said plan referred to is tinted brown on the filed plan the sewers or drains and access chambers and the said water pipes shown respectively with Red and Blue lines and with Black broken line on the said plan referred to are shown respectively by red broken lines brown lines and mauve broken lines on the filed plan.

4 (08.11.1988) 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.

5 (08.11.1988) The land has the benefit of the following rights excepted and reserved by the Transfer dated 29 July 1988 referred to in the Charges Register:-

"EXCEPT AND RESERVING unto the Transferor for the benefit of the retained land:-

(a) over the property hereby transferred all such advantages and privileges as are reasonably necessary for the enjoyment of the retained land and any building which may now or at any time within a period of eighty years from 1st May 1988 (the perpetuity period) may be erected thereon and

(b) the right at any time to erect or suffer to be erected any building or other erections and to alter any building or other erections now standing or hereafter to be erected on any part of the retained land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the land hereby transferred (but not so as to obstruct or interfere with the passage of light or air to the North West elevation of the building now erected thereon) and the access of light or air over the retained land (save for the access of light or air to the said Northern West elevation) shall be deemed to be enjoyed by the licence or consent of the Transferor and not as of right."

6 (06.12.1989) Where the parts edged and numbered in green on the filed plan include parts of shared accesses , rights of way are reserved thereover.

7 (16.01.1990) The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered BK283105 in green on the filed plan dated 12 January 1990 made between (1) Newbury District Council and (2) Mallard Estates Limited (Mallard Estates):-

"Except and reserving the easements and other rights specified in the Schedule hereto.

THE SCHEDULE

There is reserved in fee simple to Mallard Estates and its successors in title the owner or owners for the time being of all or any part of the land edged green on the said plan in common with the Council and all other persons authorised by the Council full right and liberty from time to time and at all times and for all purposes to pass and repass with or without vehicles over so much of the land hereby transferred but being no more than eight feet six inches wide at any point for the purpose of obtaining access to and egress from High Street Lambourn to the said land edged green on the said plan PROVIDED always that Mallard Estates shall not by the exercise of such right prevent or hinder the Council from using the land hereby transferred for the purpose of a

A: Property Register continued

public car park or such other purpose as the Council may from time to time prescribe and PROVIDING FURTHER that the Council may at its discretion vary the route of the right of way hereby reserved if an alternative route would be more beneficial to the Council's use or enjoyment of the land hereby transferred."

NOTE: The land edged green referred to is edged and numbered 5 in yellow on the filed plan.

- 8 (18.01.1990) The land has the benefit of the following rights granted by a Deed dated 12 January 1990 made between (1) Mallard Estates Limited (Mallard Estates) and (2) Newbury District Council (Council):-

"The Council as beneficial owner grants to Mallard Estates in common with the Council and all other persons authorised by it full right and liberty from time to time and at all times and for all purposes to pass and repass with or without vehicles over so much of the Council's land but being no more than eight feet six inches wide at any point for the purpose of obtaining access to and egress from High Street Lambourn to the land owned by Mallard Estates shown edged green on the plan annexed hereto PROVIDED ALWAYS that Mallard Estates shall not by the exercise of this right prevent or hinder the Council from using the Council's land for the purpose of a public car park or other such purposes as the Council may from time to time prescribe and PROVIDED FURTHER that the Council may at its discretion vary the route of the right of way if an alternate route would be more beneficial to the Council's use or enjoyment of it's land TO HOLD such right of way to Mallard Estates in fee simple."

NOTE: The Council's land referred to comprises the land tinted brown on the filed plan and land adjacent thereto. The land edged green referred to is edged and numbered 5 in yellow on the filed 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 PROPRIETOR: MALLARD ESTATES LIMITED of Pollen House, Cork Street, London, W1.
- 2 (17.03.1988) The Transfer to the proprietor(s) contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 3 (03.09.1991) By a resolution dated 4 April 1991 made between (1) Raymond Hocking of Messrs Stoy Hayward, 8 Baker Street, London, W1M 1DA has been appointed as liquidator of Mallard Estates Limited.

C: Charges Register

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

- 1 The land tinted blue and tinted pink on the filed plan is subject with other land to the yearly sum of £50 charged upon the Parsonage Estate of Chipping Lambourne in favour of the Vicar of the Benefice of Chipping Lambourne

NOTE: A Conveyance of the said land dated 17 October 1885 made between (1) The Reverend Robert Vaughan Hughes (2) to (13) The Several Persons whose names and seals were set thereto and (14) The Reverend John Edgell (Incumbent of the said Vicarage of Chipping Lambourne) contains the following agreement and declaration:-

"PROVIDED ALWAYS and it is hereby agreed and declared between the

C: Charges Register continued

parties hereto that the assurance hereinbefore made or intended so to be of part of the said Parsonage Estate of Chipping Lambourne for the use and benefit of the Vicar of the said Parish shall in no way affect or prejudice the right of the said Vicar and his successors to the yearly sum of fifty pounds charged on the said Parsonage Estate for the maintenance and better livelihood of the said Vicar and his successors but the said yearly sum shall remain charged on and payable out of the remainder of the said Parsonage Estate in the hands of the Vendors in exoneration of the premises hereby assured or intended so to be and the said Vicar and his successors shall have the benefit at all times of all funds or assets set aside or appropriated in trust for such payment or to support the same"

2 A Conveyance of the land tinted blue and tinted pink on the filed plan dated 25 January 1955 made between (1) The Reverend Ernest James Rumens (Incumbent) (2) The Church Commissioners for England (Commissioners) and (3) Sir Charles Hugh Nugent contains covenants details of which are set out in the schedule of restrictive covenants hereto.

3 The land tinted mauve and tinted yellow on the filed plan is subject to the liabilities referred to in the following terms in a Conveyance thereof dated 4 September 1957 made between (1) Sir Charles Hugh Nugent and (2) O'Reilly Estates Limited so far as such liabilities still exist and are capable of being enforced

"The liability (so far as the same might still exist and be capable of being enforced) with hereditaments specified in an indenture of bargain and sale dated the twenty-fourth day of February one thousand eight hundred in respect of the keeping of the usual bulls boars and rams the repair of the Church of the parish of Chipping Lambourne in the County of Berkshire the annual payment of fifty pounds for maintenance and better livelihood of the Vicar of Lambourne aforesaid and the usual procurations and synodals to the Bishop of Salisbury and the Archdeacon of Berkshire".

NOTE: By a Conveyance dated 11 December 1967 made between (1) O'Reilly Estates Limited and (2) Lambourn Engineering Limited the said land was expressed to be conveyed with the benefit of the following right of indemnity

"A right of indemnity against the liabilities set forth in the Second part of this Schedule out of a fund of two thousand four hundred and nine pounds twelve shillings and nine pence two and one half per centum consolidated stock or other the fund now or from time to time representing the same and the dividends and income thereof under or by virtue of the trusts of an Indenture dated the twenty-sixth day of July one thousand eight hundred and thirty-two and made between Hannah Clark Sir Francis Burdett Bart and the Reverend Henry Hippisley of the First part John Withers Clark Hannah Withers Clark Rowland Mainwaring and Mary Ann his wife and Robert Pedder and Eliza his wife of the Second part the said Sir Francis Burdett and Henry Hippisley of the Third part and Lovegrove Waldron and William Palmer of the Fourth part"

4 The parts of the land affected thereby are subject to the following rights granted by a Transfer of land adjoining the South Western boundary (between the points A to F) of the land in this title dated 29 April 1983 made between (1) Lambourn Coach Builders Limited (Transferor) and (2) Christmas Crafts Limited (Transferee):-

"TOGETHER WITH the rights and easements referred to in the First Schedule hereto

THE FIRST SCHEDULE above referred to

The land hereby transferred is transferred together with the following rights and easements as appurtenant thereto

The right for the Transferee and its successors in title and all persons duly authorised by it or them (in common with the Transferor and its successors in title and all persons duly authorised by it or them) at all times hereafter

.....

C: Charges Register continued

..

(b) A right of way on foot only at all times and for all purposes in connection with the use of the land and property hereby transferred over the land coloured brown on plan B annexed hereto leading from the said land and property hereby transferred to the public car part at High Street Lambourn aforesaid

(c) To enter upon the said adjoining land and property of the Transferor at all reasonable times upon due notice (except in case of emergency) for the purpose of (i) repairing maintaining cleansing and renewing the said sewer or drain and (ii) carrying out such repairs and maintenance of the buildings erected on the land hereby transferred which cannot conveniently be carried out from within the boundaries of the land hereby transferred the Transferee or its successors in title making good all damage thereby caused to the Transferors said property

(d) To use in case of emergency only the fire exit door constructed or hereafter to be constructed along the North Eastern boundary of the land edged red on the said Plan A annexed hereto together with the right of egress from the said land over and across the Transferors adjoining land and property comprised in Title Number BK81376 and

(e) To use the electricity supply cables over and across the Transferors adjoining land and property comprised in Title Number BK81376 for all electricity supplies to the land and property hereby transferred together with the right to enter the said adjoining land and property of the Transferor at reasonable times upon due notice (except in case of emergency) for the purpose of maintaining and/or replacing the said electricity supply cables the Transferee or its successors in title making good all damage thereby caused to the Transferors said land and property".

NOTE: The land coloured Brown referred to is edged mauve on the filed plan and the North Eastern boundary is marked A B C D E and F.

- 5 (08.11.1988) The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered BK270163 in green on the filed plan dated 29 July 1988 made between (1) Mallard Estates Limited (Transferors) and (2) Rossalyn John Couch and Christine Joyce Couch (Transferees):-

"Together with a right of way with or without vehicles for the purpose of gaining access from High Street aforesaid to the rear of the property hereby transferred together also with the right to park two motor vehicles on the land at the rear of the property hereby transferred and together also with all advantages and privileges in the nature of easements or quasi-easements now enjoyed by the land hereby transferred over the land retained by the Transferor (hereinafter called "the retained land") and all such advantages and privileges as are reasonably necessary for the enjoyment of the property hereby transferred."

- 6 (23.10.1989) The land is subject to the following rights granted by a Transfer of the land edged and numbered BK280759 in green on the filed plan dated 9 October 1989 made between (1) Mallard Estates Limited (Transferors) and (2) The Southern Electricity Board (Transferees):-

TOGETHER WITH the rights set out in the Schedule hereto

THE SCHEDULE before referred to

FULL RIGHT AND LIBERTY for the Transferees servants workmen and others authorised by them in common with the Transferors and all others having the like right to pass and repass at all times and for all purposes with or without vehicles and equipment over and along the land or way coloured BROWN on the said plan and over and along the roads and ways on the Transferors' adjoining development comprised in the title above mentioned until such time as the same shall be taken over and become maintainable at the public expense Together with FULL RIGHT AND LIBERTY for the Transferees their servants workmen and others authorised by them to lay use and thereafter from time to time inspect maintain repair relay supplement and remove lines from the transmission and

C: Charges Register continued

distribution of electricity and the necessary ducts pipes and other apparatus appurtenant thereto in and under the said land or way coloured GREEN and in and under the said roads and ways until such time as aforesaid and for any of the last mentioned purpose to enter upon such piece of land coloured GREEN and the said roads and ways and to break up and excavate so much thereof as from time to time may be necessary the Transferees causing as little damage as may be in the exercise of the said rights and making good any such damage occasioned thereby.

The said Transfer also contains the following covenants by the Transferor:-

THE Transferors with intent to bind the land comprised in the title above mentioned and every part thereof into whosever hands the same may come and for the benefit and protection of the land hereby transferred and of the electric lines referred to in the Schedule hereto HEREBY COVENANT with the Transferees for themselves and their successors in title as follows:-

(a) Not at any time hereafter to erect or construct any building wall fence or structure or plant any tree or shrub on or over the said electric lines and

(b) Not at anytime hereafter to do or suffer to be done anything whereby the cover of soil over or support of the said electric lines shall be altered or which may interfere with or prevent the free access to the said electric lines by the Transferees or render access to the said electric lines more difficult or expensive or which may cause damage to the said electric lines.

NOTE: The land coloured brown and coloured green referred to are hatched brown and hatched blue respectively on the filed plan.

- 7 (06.12.1989) St. Michaels Close is subject to rights of way.
- 8 (06.12.1989) The land is subject to rights of drainage and rights in respect of water, gas and electricity supply services.
- 9 (06.12.1989) The parts of the land affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to rights of entry to maintain and rebuild walls erected on or near the boundaries of the parts so edged and numbered.
- 10 (06.12.1989) The parts of the shared accesses which adjoin the parts edged and numbered in green on the filed plan are subject to rights of way.
- 11 (06.12.1989) The managed areas are subject to rights of way.
- 12 (06.12.1989) The car parking spaces within the managed areas are subject to rights of user.
- 13 (11.04.1990) 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.
- 14 (16.01.1991) An Agreement dated 19 December 1990 made between (1) Mallard Estates Limited and (2) Retirement Care Group Plc contains an option to acquire the freehold of the land edged and numbered 4 in yellow on the filed plan upon the terms therein mentioned.
- 15 (24.09.1991) The estate accesways are subject to rights of way.
- 16 (24.09.1991) The communal bin store, garden grounds and car ports are subject to rights of user.
- 17 (29.04.2004) The land is subject to the rights granted by a Deed of Grant dated 28 April 2004 made between (1) Mallard Estates Limited (In Liquidation) (2) National Westminster Bank and (3) Thames Water Utilities Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

C: Charges Register continued

18 (25.11.2004) The land is subject to the following rights granted by a Transfer of the land edged and numbered BK393189 in green on the title plan dated 12 October 2004 made between (1) Mallard Estates Limited (the Transferor) and (2) Retirement Care Group Limited (the Transferee):-

"A right for the Transferee, its successors in title, the owners and occupiers for the time being of the property and persons authorised by it or them at all times by day or night pass and repass with or without motor vehicles over and along the road shown coloured yellow on the plan, the aforesaid vehicular right being for the purposes connected with the use and enjoyment of the property"

NOTE: Copy plan filed under BK393189.

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 25 January 1955 referred to in the Charges Register:-

"THE Purchaser to the intent and so as to bind (so far as practicable) the property hereby conveyed into whosoever hands the same may come and to benefit and protect the said adjoining and neighbouring land belonging to the Incumbent and every part thereof hereby covenants with the Incumbents and his successors and also by way of separate covenant with the Commissioners as follows

(i) That he the Purchaser will not at any time hereafter call or designate the messuage or dwellinghouse hereby conveyed or permit the same to be called or designated "The Rectory" or "Saint Michael's Rectory" or "The Vicarage" or "Saint Michael's Vicarage" or "Lambourn Vicarage" or "Lambourn Rectory" or "Chipping Lambourn Rectory" or "Chipping Lambourn Vicarage" or by any other name which might suggest that the said property is occupied by the Incumbent of the said Benefice

(ii) That neither the property hereby conveyed or any part thereof nor any existing or future building thereon or on any part thereof shall at any time hereafter be used as or for a place of amusement hotel tavern inn or public house nor shall any spirituous or fermented liquors at any time be sold in or upon the same property or any part thereof and that no act deed matter or thing shall at any time be done suffered or permitted in or upon the property hereby conveyed or any building erected thereon which may be or become a nuisance damage annoyance or disturbance to the Incumbent or his successors or which may tend to depreciate or lessen the value of the adjoining and neighbouring property belonging to the Incumbent

(iii) That no act deed matter or thing shall at any time be done suffered or permitted in or upon the property hereby conveyed or any part thereof which may be or become a nuisance annoyance or disturbance to the Minister for the time being conducting or the congregation attending divine service in the Parish Church of Saint Michael's Lambourn aforesaid or the Churchyard surrounding the same

(iv) Not to alter deface or add to any existing building on the property first described and not to erect any building thereon or to alter deface or amend any future building to be erected thereon in each case without prior consent of the Incumbent for the time being and the Commissioners Provided that nothing in this clause contained shall be deemed to affect or relate to the property secondly described".

NOTE: The land firstly described referred to has been tinted blue on the filed plan and the land secondly described referred to has been tinted pink on the filed plan.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	11.04.1990 1:2	Flat B1, The Old Coachyard (First Floor) : Garage	15.01.1990 125 years from 29.9.1989	BK285213
2	14.01.1991 5 (part of) : 6	Flat B3, The Old Coachyard : Garage	24.09.1990 125 years from 29.9.1989	BK291519
3	14.01.1991 5 (part of) : 7	Shop Premises, The Old Coachyard (Ground Floor)	24.09.1990 125 years from 29.9.1989	BK291522
4	14.01.1991 3 (part of)	Flat B4, The Old Coachyard (First Floor)	24.09.1990 125 years from 29.9.1989	BK291524
5	30.01.1991 edged and numbered 4 in yellow (part of) NOTE: The lease contains an option to extend as therein mentioned	Flat 7 The Old Courtyard (Ground Floor)	21.12.1990 99 years from 24.6.1989	BK292023
6	27.06.1991 8	Flat 5 Saxon Manor (Second Floor)	12.03.1991 125 years from 29.9.1989	BK294949
7	03.09.1991 10:11	Flat 3 Saxon Manor (Ground and First Floors)	06.08.1991 125 years from 29.9.1989	BK296453
8	09.10.1991 9	Flat 4 Saxon Manor (First Floor)	26.07.1991 125 years from 29.9.1989	BK297334
9	24.10.1991 12	2 Saxon Manor (Ground Floor Flat)	16.08.1991 125 years from 29.9.1989	BK297754
10	09.07.1992 13 (part of): 14	Plot 64, Old Coachyard (First Floor Flat): Space	30.06.1992 from 29.9.1989	Car Parking 125
11	04.09.1992 15 on supplementary plan	Flat 1 Saxon Manor (Ground Floor)	17.07.1992 125 years from 29.9.1989	BK305011
12	23.01.1995 edged and numbered 4 in yellow (part of) NOTE: The Lease contains an option to extend as therein mentioned	5 St Michaels Close (First Floor)	14.10.1994 99 years from 24.6.1989	BK326740
13	25.06.1996 3 (part of) 16 (part of)	Ground floor shop, Unit 9, High Street	02.04.1996 125 years from 29.9.1989	BK337138 ged

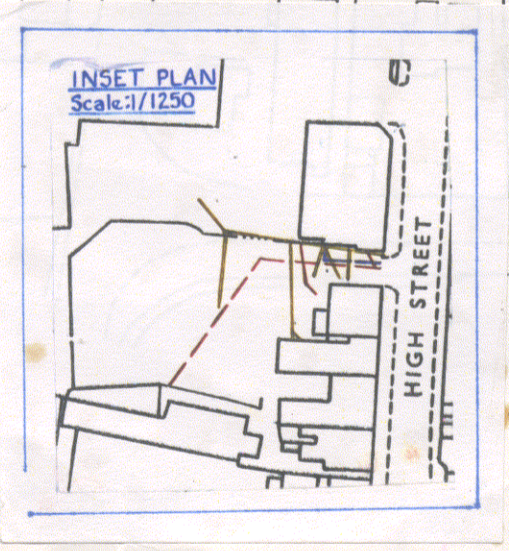
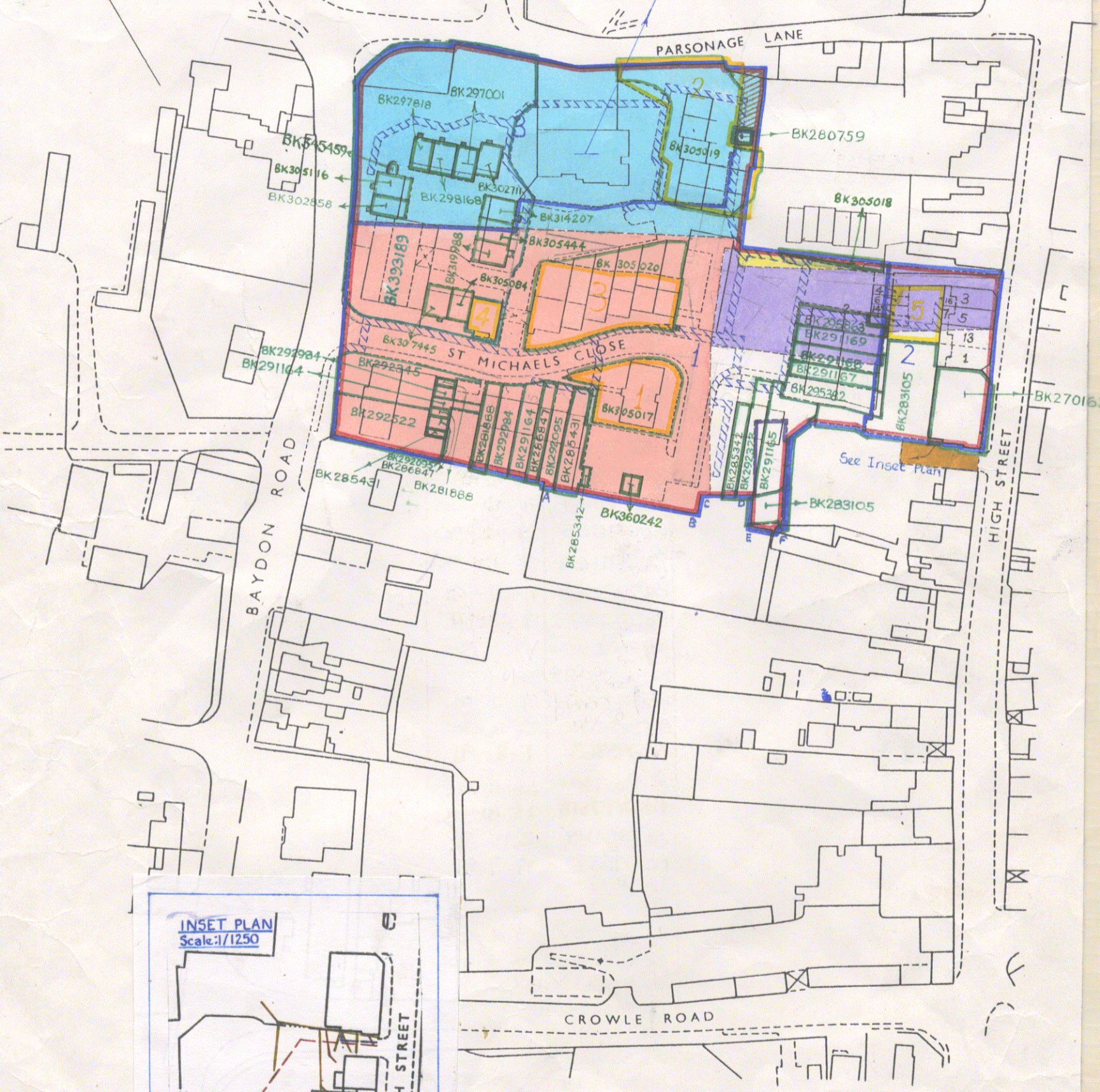
End of register

H.M. LAND REGISTRY		TITLE NUMBER	
		BK 262539	
ORDNANCE SURVEY PLAN REFERENCE	SU 3278	SECTION B	Scale 1/1250 Enlarged from 1/2500
COUNTY BERKSHIRE	DISTRICT NEWBURY	© Crown copyright 1990	

ADMINISTRATIVE AREA WEST BERKSHIRE

SU 3279
SU 3278

SEE SUPPLEMENTARY PLAN



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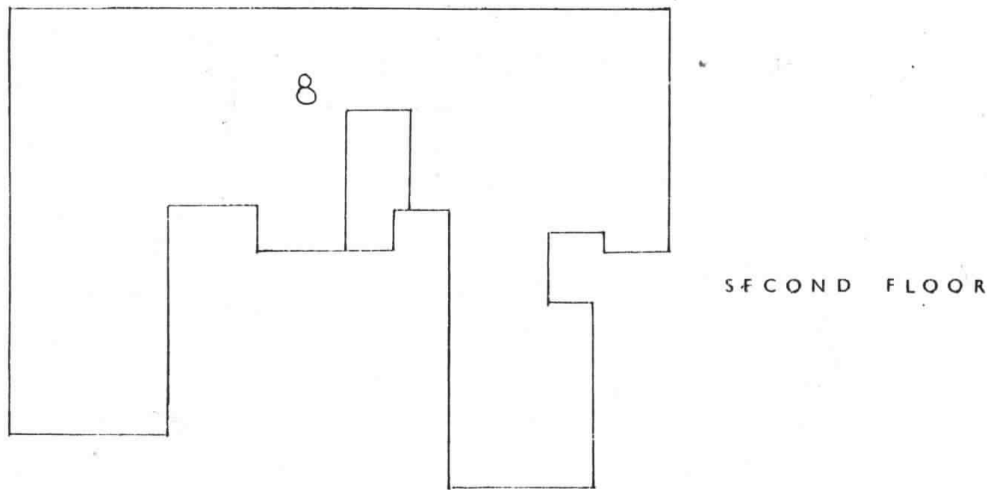
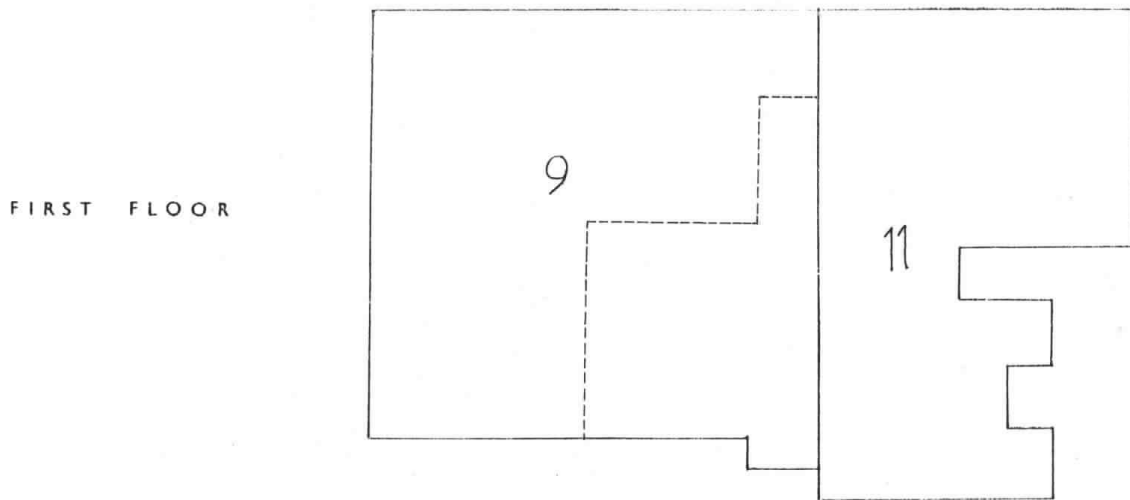
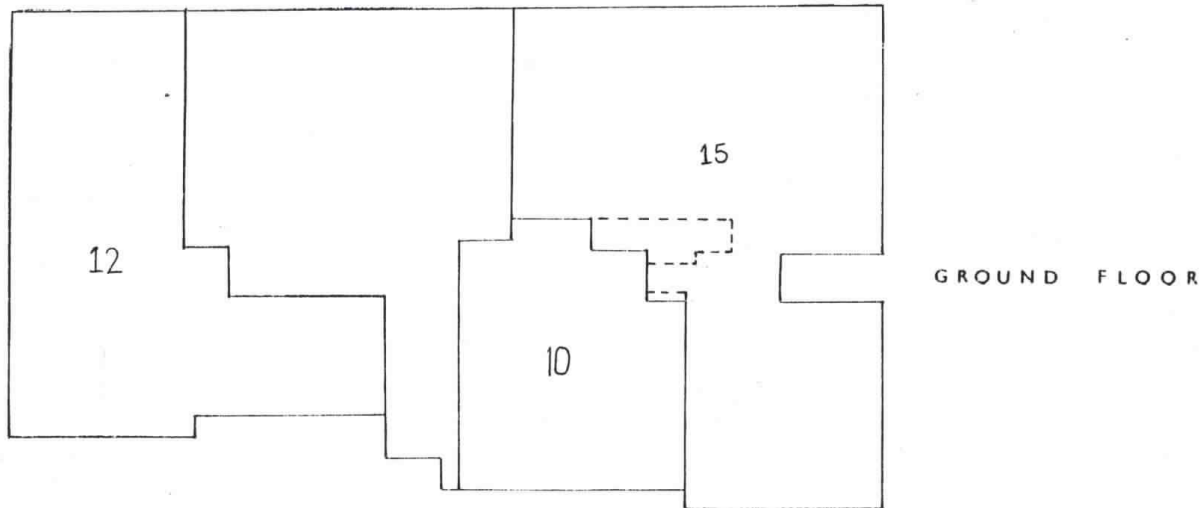
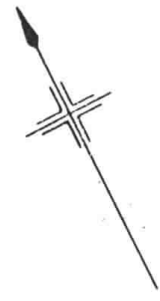
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H.M. LAND REGISTRY		TITLE NUMBER	
		BK 262539	
ORDNANCE SURVEY PLAN REFERENCE	SU 3278	SECTION B	Scale 1/200
COUNTY BERKSHIRE		DISTRICT NEWBURY	
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ADMINISTRATIVE AREA WEST BERKSHIRE

SUPPLEMENTARY PLAN



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