

Appendix 20: Land Registry Charges Register

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 Reference: ST94222

Document 2a

TITLE NUMBER : ST94222

HM Land Registry

Entry NO.	C. CHARGES REGISTER <small>containing charges, incumbrances etc, adversely affecting the land and registered dealings therewith</small>
1.	<p>A Conveyance of the land edged brown on the filed plan and other land adjoining its northern boundary dated 29 September 1934 made between (1) Guy Barrington (Vendor) (2) Edward Quetrell Louch and Percival Hancock (Trustees) (3) Ernest William Brown (First original Purchaser) (4) Henry Alfred Palk (Second original Purchaser) and (5) Eric Leslie Mead (Sub Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.</p>
2.	<p>The land edged brown on the filed plan is subject to the following rights reserved by the Conveyance dated 29 September 1934 referred to above:-</p> <p>"Except and reserving unto the second Original Purchaser in fee simple out of the grant and conveyance hereby made any implied right of way or access or otherwise to the property hereby conveyed through or over the adjoining property of the second Original Purchaser or any part thereof."</p>
3.	<p>The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 30 June 1939 made between (1) Eric Leslie Mead (Vendor) and (2) Edgar Ralph Wide and Winifred Ida Wide (Purchasers):-</p> <p>"Subject to the rights of way set out in the Second Schedule hereto</p> <p style="text-align: center;">THE SECOND SCHEDULE before referred to</p> <p>(a) A right of way as at present existing for the owner or owners for the time being of the hereditaments known as Park Farm and his and their tenants and all persons authorised by him or them respectively with or without horses or other animals and carts carriages or other vehicles or machinery in common with the owner and occupiers of the hereditaments hereby conveyed and all persons authorised by them respectively to go pass and repass over the road known as Park Lane between the points marked A and C on the said plan (last mentioned point being commencement of Frog Lane) the said owner or owners for the time being of Park Farm bearing half the cost and expense of maintaining the said road between the points marked B and C on the said plan</p> <p>.....</p> <p>(c) A right of user for all purposes over the entire length of the said road known as Park Lane by the owners or occupiers for the time being of the Quarries and lands occupied both on the south and north sides of the said road and of the offices situate in Frog Lane adjoining the field numbered 689 on the said plan annexed hereto subject to such owners and occupiers being liable for one half of the cost of the upkeep of the said road from its eastern termination to the point marked B on the said plan."</p> <p><i>NOTE:-Copy plan in Certificate. Copy plan filed under ST64351.</i></p>
4.	<p>The land is subject to the following rights granted by a conveyance of land to the south east dated 16 December 1958 made between (1) Edgar Ralph Wide and Winifred Ida Howard (Vendors) (2) Metford David (Purchaser) and (3) Margaret May Hunt (Sub Purchaser):-</p>

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TOGETHER WITH the right of the Sub-Purchaser and her successors in title and her other tenants agents and workmen together with others having a like right at all times and for all purposes connected with the use and enjoyment of the property hereby conveyed to pass and repass with or without animals and vehicles of all kinds over and along that part of the roadway known as Park Lane coloured brown between the points marked A and C on the said plan to and from the main Langport to Curry Rivel Road Subject to the Sub-Purchaser contributing a proportionate part according to user of the cost of the maintenance and repair of the said roadway between the said points marked A and C on the said plan.

NOTE:-No plan was supplied on first registration.

5. The land is subject to the following rights granted by a Conveyance of the land edged and Nod 2 in mauve on the filed plan known as Dream Cottage dated 16 September 1969 made between (1) Harold Edgar Wheller (Vendor) (2) Leslie Hubert Lampert and Percival William Lampert (First Mortgagees) (2) Westminster Bank Limited (Bank) and (4) Wesley John Stone and Winifred Ann Joan Stone (Purchasers):-

"TOGETHER WITH the full and free right and liberty for the Purchasers and their successors in title and all persons authorised by them together with others having a like right at all times hereafter and for all purposes connected with the use and occupation of the said cottage to go pass and repass with or without animals carts and other vehicles over and along Park Lane aforesaid to and from the main Langport to Curry Rivel Road subject to the Purchasers paying a proportionate part of maintaining Park Lane aforesaid TOGETHER ALSO WITH the right to lay and use a new drain from the kitchen of Dream Cottage in the approximate position indicated by a green line on the said plan to the existing manhole and there to connect to and use together with others having a like right the existing drain and septic tank shown on the said plan subject to the Purchasers paying a proportionate part of the cost of the maintenance and repair of the said existing drain and septic tank TOGETHER WITH the right to connect to and use together with others having a like right the existing water supply to the said cottage with the necessary rights of entry upon the property of the Vendor to repair renew and maintain the said supply subject to the payment by the Purchasers of a proportionate part of the cost of the maintenance and repair of the said water supply and the water rate charged in respect of Dream Cottage"

NOTE:-Copy plan in Certificate. Copy plan filed under ST64351.

6. The land is subject to the following rights granted by a Conveyance of the land edged and Nod 1 in mauve on the filed plan dated 4 June 1970 made between (1) Harold Edgar Wheller (Vendor) (2) Leslie Hubert Lampert and Percival William Lampert (First Mortgagees) (3) National Westminster Bank Limited (Bank) and (4) John Henry Hussey (Purchaser):-

"TOGETHER WITH the full and free right and liberty for the Purchaser and his successors in title and all persons authorised by them together with others having a like right at all times hereafter and for all purposes connected with the use and occupation of the said cottage to go pass and repass with or without animals carts and other vehicles over and along

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Park Lane aforesaid to and from the main Langport to Curry Rivel Road subject to the Purchaser paying a proportionate part of maintaining Park Lane aforesaid TOGETHER ALSO with the right to connect to and use together with others having a like right the existing drain and manhole on the adjoining property known as Dream Cottage and the drain and septic tank on the property of the Vendor subject to the Purchaser paying a proportionate part of the cost of the maintenance and repair of the said drains manhole and septic tank Together with the necessary rights of entry upon the said adjoining property and the said property of the Vendor and TOGETHER WITH the right to connect to and use together with others having a like right the existing water supply to the said cottage with the necessary rights of entry upon the said adjoining property known as Dream Cottage and the property of the Vendor to repair renew and maintain the said supply subject to the payment by the Purchaser of a proportionate part of the cost of the maintenance and repair of the said water supply."

NOTE:-Dream Cottage is edged and Nod 2 in mauve on the filed plan.

7. By a Conveyance dated 6 April 1984 made between (1) Harold Edgar Wheller (Vendor) and (2) Graham Walter Lock and Margaret Anne Lock (Purchasers) the land in this title with other land was conveyed subject to:-

"(1) the rights of all others (if any) with or without vehicles over and along Park Lane so far as the said rights reservations restrictions and covenants are still subsisting and capable of taking effect and relate to the property hereby conveyed."

8. (10 November 1990) The Land is subject to the following rights reserved by a Transfer of the land in this title dated 15 October 1992 made between (1) Somerset County Council (Transferor) and (2) Simon David Brooke and Jane Helen Brooke (Transferees):-

"There shall be excepted and reserved in fee simple unto the transferors and their successors in title the owner or owners for the time being of the adjoining land to the east all rights and privileges in the nature of easements or quasi-easements as are at present enjoyed in favour of the said adjoining land over or in respect of the Property hereby transferred as if the Property transferred and such adjoining land had been in separate ownership for upwards of a period of 40 years and such rights and privileges had been continually exercised during such period but without prejudice to the generality of the foregoing the right for the owners and occupiers of the said adjoining land and each and every part thereto to pass and repass over and along Park Lane so as to obtain access to and egress from such adjoining land

Such adjoining land to the east being shown edged blue on plan number 2 and hereinafter referred to as "the said adjoining land"

The transferors hereby covenant with the transferees to pay and contribute a fair proportion according to user of the cost of maintaining and repairing Park Lane, such proportion to be determined in case of dispute by a single arbitrator appointed in accordance with the Arbitration Acts 1950 and 1979 or any statutory re-enactment or amendment thereof for the time being in force."

