

Subj: Land adjoining 1 Lake View - Title number CU239667
Date: 24/11/2009 12:20:54 GMT Standard Time
From: [REDACTED]
To: [REDACTED]

Dear Mr Gould

I am pleased to attach an amended copy of your title information document which has been received today from the Land Registry. As you will see from the covering letter the Land Registry acknowledge that the rights of access and passage of services which benefited 1 Lake View should continue in respect of the part of the land transferred to you.

You can therefore rest assured that, subject to the necessary planning permission, you do have a right of access and a right to connect into the existing services.

Regards,
Susan Camp

1 Beacon Road, Crowborough,
East Sussex TN6 1AF
DX 36850 Crowborough
Telephone [REDACTED]
Email: [REDACTED]
Website: www.vanceharris.co.uk

VANCE HARRIS LLP

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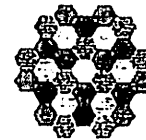
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Land Registry
Durham Office



Vance Harris
DX36850
CROWBOROUGH

24 NOV 2009

DX

Date
20 November 2009

Your ref
35/SMC/GOU004-003

Our ref
CU239667/D/162/PF/GCRC

Proprietor/Applicant **Robert Henry Charles Gould**

Title number **CU239667**

Property **Land on the north side of 1 Lake View,
Kirkland, Frizington (CA26 3XZ)**

Dear Sirs

Thank you for your letters / Fax dated 18 & 19 November.

I am sorry for the error(s) made by Land Registry in completing the original registration and for the inconvenience caused. I have now amended the register, and enclose an official copy for your records.

If you would like to discuss this correspondence or require it in an alternative format please contact me, quoting our reference.

Yours faithfully

[Redacted signature]

Paula Fraser
Direct line [Redacted]

Land Registry
Durham Office
Southfield House
Southfield Way
Durham DH1 5TR

DX 60200 Durham 3

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Official copy of register of title

Title number CU239667

Edition date 19.11.2009

- This official copy shows the entries in the register of title on 20 November 2009 at 13:42:33.
- 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 20 November 2009.
- 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 Durham Office.

A: Property register

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

CUMBRIA : COPMELAND

- 1 (07.09.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the north side of 1 Lake View, Kirkland, Frizington (CA26 3XZ).
- 2 (07.09.2004) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 (07.09.2004) The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Transfer of the land in this title and other land dated 7 June 2004 made between (1) Copeland Borough Council (Transferor) and (2) Home Group Limited (Transferee):-

"The Property is transferred TOGETHER WITH the rights and easements set out in Clause 10.1 EXCEPTING AND RESERVING for the benefit of the Transferor and its successors in title owners and occupiers of the Retained Land and each and every part thereof the rights set out in Clause 10.2

10.1 RIGHTS GRANTED

The following rights and easements are granted to the Transferee and its successors in title owners and occupiers of the Property or any part of it over the Retained Land and each and every part thereof:

10.1.1 SUPPORT

The full right of subjacent and lateral support from the Retained Land and each and every part thereof for the benefit of the Property and each and every part of it.

10.1.2 RIGHTS OF WAY

A: Property register continued

The right for the Transferee and the occupier or occupiers for the time being of the Property or any part hereof and all persons authorised by it or them at all times in common with the Transferor and all other persons to whom a like right has been or may hereafter be granted and for all reasonable purposes connected with the current use and enjoyment of the Property or any parts thereof or any subsequent user of the same permitted by planning permission to pass and repass (with or without vehicles in the case of roads, parking spaces, garage forecourts and accessways) over and along all the amenity areas, parking spaces, footpaths, roads and accessways forming part of the Retained Land (and not publicly adopted) which provide access to and egress from the Property subject to the Transferee or the owner or owners for the time being of the Property or any part or parts thereof paying a fair and reasonable proportion (according to user) of the costs in maintaining, repairing, replacing or renewing them PROVIDED THAT the Transferor may, upon giving not less than 28 days' written notice to the Transferee or its successors in title (except in the case of emergency), from time to time alter the route of any roads, footpaths and accessways comprised in the Retained Land and if the Transferor does so it shall provide suitable alternative routes at its own expense causing minimum inconvenience and making good as soon as practicable any damage so caused AND PROVIDED FURTHER THAT any alternative route provided over the Retained Land to the Property shall be adequate for the present use and occupation of the Property.

10.1.3 REPAIR AND MAINTENANCE

The right subject to not less than 7 days' prior written notice to the Transferor (except in case of emergency) to enter upon the Retained Land with or without workmen and others, materials and appliances for the purposes of repairing replacing maintaining and/or decorating:

- (a) the buildings now or within the Perpetuity Period erected on the Property;
- (b) open space and amenity areas;
- (c) roads footpaths and accessways; or
- (d) for the purposes of carrying out works in default of the Transferor pursuant to Clause 10.5 hereof

(the Transferee or person or persons exercising such right making good forthwith at its own expense all damage and loss caused thereby).

10.1.4 SERVICES

The free and uninterrupted right to the passage and running of water soil gas electricity or other fuels telephone television and other services to and from the Property or any part thereof through and along all Service Conduits as are now existing or through and along any replacement or new Service Conduits as may during the Perpetuity Period be constructed on over through in or under the Retained Land and which serve the Property or any part thereof such right to be in common with the Transferor and all other persons who are or may hereafter be entitled to connect into or use the same or any of them subject to the Transferee or the owner or owners for the time being of the Property or any part or parts thereof paying a fair and reasonable proportion (according to user) of the costs of maintaining repairing replacing or renewing them TOGETHER WITH the right and subject to not less than 7 days' prior notice to the Transferor (except in case of emergency) to enter on to the Retained Land with or without workmen and others materials and appliances for the purpose of connecting into laying

A: Property register continued

inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Transferee or the person or persons exercising such rights causing as little inconvenience and damage as possible and making good as soon as reasonably practicable at its own expense all damage and loss caused thereby) PROVIDED ALWAYS that this right includes the right during the Perpetuity Period to make further connections and laying in under through or over the roads footpaths and accessways from time to time forming part of the Retained Land such further Service Conduits as are reasonably necessary for any increased flow from time to time PROVIDED ALWAYS that any such right to lay new Service Conduits or to make connections into or alter or adjust the Service Conduits are by routes approved by the Transferor (such approval not to be unreasonably withheld or delayed) and SUBJECT TO the Transferee or the person or persons exercising such rights (where necessary and appropriate) providing suitable alternative services for the duration of any works to the Service Conduits and PROVIDED FURTHER that the Transferor may for the purpose of developing the Retained Land upon reasonable notice at its sole cost divert the course of any of the said Service Conduits subject to (a) providing suitable alternative Service Conduits (b) such diversion causing no material interruption in the services to the Property and (c) making good forthwith all damage and loss thereby caused.

10.1.5 RIGHTS OF LIGHT AND AIR

The right to the unimpeded access and enjoyment of light and air to all the windows in the buildings now upon the Property from or over the Retained Land.

10.1.6. QUASI-EASEMENTS

All easements quasi-easements liberties privileges rights and advantages now used and enjoyed and which would be implied by statute or by reason of the severance hereby effected over any land (including the Retained Land) owned and retained by the Transferor SUBJECT TO the Transferee paying a fair proportion according to user of the cost of repairing and maintaining any such easement, quasi-easement, liberty, privilege, right or advantage the use of which is appurtenant to the Property.

10.2 EXCEPTIONS AND RESERVATIONS

The following rights are excepted and reserved to the Transferor for the benefit of the Retained Land and each and every part thereof:

10.2.1 SUPPORT

The full right of subjacent and lateral support from the Property and each and every part thereof for the benefit of the Retained Land and each and every part of it.

10.2.2. RIGHTS OF WAY

The right for the Transferor and the occupier or occupiers for the time being of the Retained Land or any part thereof and all persons authorised by it or them at all times in common with the Transferee and all other persons to whom a like right has been or may hereafter be granted for all reasonable purposes connected with the use and enjoyment of the Retained Land or any part or parts thereof to pass and repass (with or without vehicles in the case of roads, parking spaces, garage forecourts and accessways except to the extent that such roads, accessways paths and forecourts form an integral part of any individual dwelling and are intended for the sole benefit of that dwelling) over the amenity areas, parking spaces, footpaths roads and accessways forming part of the Property

A: Property register continued

(and not publicly adopted) which provide access to and egress from the Retained Land subject to the Transferor or the owner, or owners for the time being of the Retained Land or any part or parts thereof paying a fair and reasonable proportion (according to user) of the costs of maintaining, repairing, replacing or renewing them PROVIDED THAT the Transferee may upon giving not less than 28 days' written notice to the Transferor or its successor in title (except in case of emergency) from time to time alter the route of any roads footpaths and accessways comprised in the Property and if it does so shall provide suitable alternative routes at its own expense causing minimum inconvenience and making good as soon as practicable any damage so caused AND PROVIDED FURTHER THAT any alternative route provided over the Property to the Retained Land shall be adequate for the present use and occupation of the Retained Land.

10.2.3 REPAIRS AND MAINTENANCE

The right subject to not less than 7 days' prior written notice to the Transferee (except in case of emergency) to enter upon the Property with or without workmen and others, materials and appliances for the purposes of repairing replacing maintaining and/or decorating:

(a) the buildings now or within the Perpetuity Period erected on the Retained Land;

(b) open space and amenity areas;

(c) roads footpaths and accessways; or

(d) for the purposes of carrying out works in default of the Transferee pursuant to Clause 10.4 hereof

(the Transferor or person or persons exercising such rights making good forthwith at its own expense all damage and loss caused thereby).

10.2.4 SERVICES

The free and uninterrupted right to the passage and running of water soil gas electricity and other fuels telephone television and other services to and from the Retained Land or any part thereof through and along all Service Conduits as are now existing or through and along any replacement or new Service Conduits as may during the Perpetuity Period be constructed on over through in or under the Property and which serve the Retained Land or any part thereof such right to be in common with the Transferee and all other persons who are now or may hereafter be entitled to connect with or use the same or any of them subject to the Transferor or the owner or owners for the time being of the Retained Land paying a fair and reasonable proportion (according to user) of the costs of maintaining repairing replacing or renewing them TOGETHER WITH the right and subject to not less than 7 days' prior written notice to the Transferee (except in case of emergency) to enter on to the Property with or without workmen and other materials and appliances for the purpose of connection to laying inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Transferor or the person or persons exercising such rights causing as little inconvenience and damage as possible and making good as soon as reasonably practicable at its own expense all damage and loss caused thereby) PROVIDED ALWAYS that this right includes the right during the Perpetuity Period to make further connections and laying in under through or over the roads footpaths and accessways from time to time forming part of the Property such further Service Conduits as are reasonably necessary for any increased flow from time to time PROVIDED ALWAYS that any such right to lay new Service Conduits or to make connections to or to alter or adjust Service Conduits are by routes

A: Property register continued

approved by the Transferee (such approval not to be unreasonably withheld or delayed) SUBJECT TO the Transferor or the owner or owners for the time being of the Retained Land (where necessary and appropriate) providing suitable alternative services for the duration of any works to the Service Conduits and PROVIDED FURTHER that the Transferee may for the purpose of developing the Property upon reasonable notice at its sole cost divert the course of any of the said Service Conduits subject to (a) providing suitable alternative Service Conduits (b) such diversion causing no material interruption in the services to the Retained Land and (c) making good forthwith all damage and loss thereby caused.

10.2.5 RIGHTS OF LIGHT AND AIR

The right to the unimpeded access and enjoyment of the light and air to all the windows in the buildings now upon the Retained Land from or over the Property

10.2.6 QUASI-EASEMENTS

All easements and quasi-easements liberties privileges rights and advantages now used and enjoyed and which would be implied by statute or by reason of the severance hereby effected over the Property had the Property been the Retained land and the Retained Land the Property SUBJECT TO the Transferor paying a fair proportion according to user of the cost of repairing and maintaining any such easement quasi-easement liberty privilege right or advantage the use of which is appurtenant to the Retained Land".

"Retained Land" means the land together with any buildings erected thereon which is retained by the Transferor and which touches and adjoins the Property

"Perpetuity Period" means a period of eighty years from the date hereof which period shall be the Perpetuity Period applicable to this Transfer under the rule against perpetuities

"Service Conduits" means all sewage plants or works, mains sewers drains pipes wires cables conduits gutters channels soakaways ditches watercourses and all other conducting media and apparatus other than those which are or shall become vested in the Statutory Undertakings

NOTE 1: The Leases referred to are leases and tenancies to which the Property or any part thereof is subject

NOTE 2: The land in this title forms part of the "Property" referred to

NOTE 3: Copy Transfer plan no. 13 filed under CU200467.

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 (03.11.2009) PROPRIETOR: ROBERT HENRY CHARLES GOULD of Flat 10, Baltic Apartments 11 Western Gateway, London E16 1AE.

B: Proprietorship register continued

- 2 (07.09.2004) A Transfer dated 7 June 2004 made between (1) Copeland Borough Council and (2) Home Group Limited contains vendors personal covenants details of which are set out in the Schedule of Personal Covenants hereto.
- 3 (03.11.2009) The price stated to have been paid on 23 October 2009 for the land in this title and in CU128873 was £100,000.

Schedule of personal covenants

- 1 (07.09.2004) The following are details of the personal covenants contained in the Transfer dated 7 June 2004 referred to in the Proprietorship Register:-

10.5 TRANSFEROR'S COVENANTS

The Transferor covenants for itself and its successors in title with the Transferee and its successors in title, and hereby agrees to enter into a deed of covenant in respect of such covenants with such successors in title if so required:

10.5.1 To maintain and keep in repair grass verges and all private roads, parking places, footpaths and accessways forming part of the Retained Land which from time to time serve the Property and the kerbs, pavements, street lighting, signposting and notices thereon.

10.5.2 To maintain and keep in repair all private Service Conduits forming part of the Retained Land which serve the Property.

10.5.3 In the event of default in observing and performing the covenants set out in clauses 10.5.1 and/or 10.5.2 to repay on demand the costs and expenses reasonably incurred by the Transferee in performing the said covenants.

C: Charges register

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

- 1 (16.07.2008) A Transfer of the land in this title dated 9 July 2008 made between (1) Home Group Limited and (2) Roger Anthony Coleman and Allison Diane Coleman contains the following covenants:-

The transferees jointly and severally covenant with the transferor not to use the land for any purposes other than as an access and parking for all purposes and at all times to and from the transferees land registered under title number CU128873.

- 2 (07.09.2004) A Conveyance of the land in this title and other land dated 19 September 1936 made between (1) The Lowther Estates Limited (Vendors) (2) William George Frederick Cavendish Bentinck and others and (3) Ennerdale Rural District Council (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

Schedule of restrictive covenants

- 1 (07.09.2004) The following are details of the covenants contained in the Conveyance dated 19 September 1936 referred to in the Charges Register:-

For the benefit of so much of the property belonging to the Vendors as adjoins or is in the neighbourhood of the property hereby conveyed or such part of the said adjoining or neighbouring property for the time being

Schedule of restrictive covenants continued

remaining unsold and so as to bind the property hereby conveyed the Purchasers hereby covenant with the Vendors that the Purchasers and the persons deriving title under them will henceforth at all times hereafter observe and perform all and singular the restrictions and stipulations mentioned in the Second Part of the Schedule hereto

(ii) Provided that the Vendors and their successors in title owners for the time being of the said adjoining or neighbouring property for the time being remaining unsold or otherwise undisposed of may at the request of the Purchasers or the persons deriving title under them release or vary any of the aforesaid restrictions or stipulations and so that nothing herein contained shall operate to impose any restrictions on the manner in which the Vendors or the persons deriving title under them may deal with the whole or any part of their said property for the time being remaining unsold or undisposed of or be deemed to create a building scheme for their said property or any part thereof

SECOND PART

Restrictions Stipulations and Covenants to affect the Property

hereby conveyed

1. NO noisome noxious or offensive trade or manufacture shall be carried on or permitted to be carried on on the property hereby conveyed and no act or thing whatsoever shall be suffered to be done thereon which may be or become an annoyance or disturbance to the Vendors or their successors in title or to the owners of lands or buildings adjoining near to or opposite the property hereby conveyed
2. NOT to permit the property hereby conveyed or any building for the time being thereon to be used (a) as a public-house hotel restaurant club beershop or otherwise for the sale provision or distribution of intoxicating liquor as defined by Section 110 of the Licensing (Consolidation) Act 1910 or (b) for the sale or storage for the purposes of sale or distribution of coal coke or any bye-product or compound of coal and/or coke without the previous consent in writing of the Vendors or the persons deriving title under them
3. NEITHER the Purchasers nor any person deriving title under them shall acquire under or by virtue of this Conveyance any right of access of light or air to buildings to be erected on the property hereby conveyed which would restrict or interfere with the free user of other portions of the estates the property of the Vendors
4. THE Purchasers and any person deriving title under them shall at all times hereafter maintain in good repair and adequate to turn all manner of farm stock poultry and dogs boundary fences on all boundaries of the property hereby conveyed where the same adjoins other property of the

Title number CU239667

Schedule of restrictive covenants continued

Vendors

5. NO door passageway opening hole window or light shall at any time hereafter be made or placed in any of the said boundary fences without the previous consent in writing of the Vendors or their successors in title.

End of register