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Official copy of register of title

Title number ESX225773

Edition date 04.01.2024

- This official copy shows the entries on the register of title on 24 FEB 2025 at 17:27:31.
- 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 24 Feb 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Coventry Office.

A: Property Register

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

BRIGHTON AND HOVE

- 1 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 Edward Street, Brighton.
- 2 The land has the benefit of the following rights granted by the Transfer dated 15 October 1987 referred to in the Charges Register:-

"The Council as beneficial owner hereby grants unto Higgs and Hill and its successors in title and all persons authorised by it or them the right of way in common with the Council and its successors in title and all others entitled to the like right for the purposes of access to and egress from Higgs and Hill's premises with or without motor and other vehicles and on foot over and along the land delineated on the said plan and thereon coloured brown.

The Council hereby covenants with Higgs and Hill and its successors in title the owner or owners for the time being of Higgs and Hill's premises that the Council and its successors in title will:

(a) maintain the brown land as a roadway in a good and sufficient state of repair and condition."

NOTE: The land coloured brown referred to is tinted brown on the title plan.
- 3 The Conveyance dated 15 October 1987 referred to above contains the following provision:-

"The Council hereby releases unto Higgs and Hill (so far as the said release is necessary to allow the erection and retention of the office building and the residential building and any future replacements of such buildings) all rights of light and air (if any) as may now be enjoyed by the Council's adjoining premises over the land comprised in Title No. ESX73966 and the pink land to the intent that the same shall be and are hereby extinguished."

NOTE: The land in this title formed part of ESX73966.
- 4 The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 8 June 1988 referred to in the Charges Register.

A: Property Register continued

- 5 The Transfer dated 8 June 1988 referred to above contains a provision as to light or air.
- 6 The land has the benefit of the rights granted by a Deed dated 2 August 1991 made between (1) Retirement Lease Housing Association and (2) Mount Manor Property Development Limited.
- NOTE: Copy filed under ESX147373.*
- 7 The land has the benefit of but is subject to the rights granted by a Deed dated 5 August 1991 made between (1) Mount Manor Property Development Limited and (2) Trustees for Methodist Church Purposes.
- NOTE: Copy filed under ESX147373.*
- 8 (20.07.2004) The land has the benefit of the rights granted by a Deed dated 21 April 2004 made between (1) Retirement Lease Housing Association and (2) The Glanmore Property Fund Limited and (3) The First Secretary of State.
- NOTE: Copy filed under ESX146748.*
- 9 The land edged and numbered 1 in blue on the title plan is no longer of any significance and should be ignored since the entry in the register which gave rise to this reference has been cancelled.

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 (04.01.2024) PROPRIETOR: PRISCILLA MARY PADLEY of 66 Station Road, Nassington, Peterborough PE8 6QB.
- 2 (04.01.2024) The value as at 4 January 2024 was stated to be over £1,000,000.

C: Charges Register

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

- 1 A Conveyance of the land tinted blue on the filed plan and other land dated 30 October 1936 made between (1) The Mayor Alderman and Burgesses of the Borough of Brighton (Corporation) and (2) Southdown Motor Services Limited (Company) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance of the land tinted pink, tinted blue and tinted mauve on the filed plan and other land dated 16 April 1982 made between (1) Southdown Motor Services Limited (Vendor) and (2) Higgs and Hill Developments Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 A Transfer of the land edged and lettered A in red on the filed plan dated 27 September 1985 made between (1) Watney Combe Reid & Co Ltd and (2) Higgs and Hill Developments Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 The land is subject to the following rights granted by a Transfer by way of exchange of land adjoining the northern boundary of the land in this title dated 15 October 1987 made between (1) East Sussex County Council (Council) and (2) Higgs and Hill Developments Limited:-
- "Together with a right of way in common with Higgs and Hill and all others entitled to the like right with or without motor and other vehicles and on foot over the roadway hatched blue for all purposes in connection with the use and enjoyment of the blue land and Brighton Polytechnic Faculty of Art and Design.

C: Charges Register continued

The Council hereby covenants with Higgs and Hill and its successors in title the owner or owners for the time being of Higgs and Hill's premises that the Council and its successors in title will from time to time on demand contribute a fair proportion according to user of the costs incurred by Higgs and Hill or their successors in title in complying with the covenant contained in Clause 6 (a) hereof.

Higgs and Hill hereby covenant with the Council and its successors in title that Higgs and Hill and its successors in title will:

(a) maintain the land hatched blue on the said plan as a roadway in a good and sufficient state or repair and condition and

(b) from time to time on demand contribute a fair proportion according to user of the costs incurred by the Council or its successors in title in complying with the covenant contained in Clause 5(a) hereof.

NOTE: The roadway hatched blue referred to is edged mauve on the filed plan so far as it affects the land in this title.

- 5 The land tinted yellow and hatched blue on the filed plan is subject to the following rights granted by a Conveyance of the land edged and lettered B and D in red on the filed plan and other land dated 15 October 1987 made between (1) Brighton Borough Council and (2) Higgs and Hill Developments Limited:-

"Higgs and Hill as beneficial owner hereby grants unto the Council the right to part motor vehicles not exceeding 2.25 metres in height on the land hatched blue and pink hatched blue on the said plan Provided always that Higgs and Hill shall be at liberty upon reasonable notice in writing being given to the Council or its successors in title except in case of emergency (such notice while the Council's adjoining premises remain vested in the Council to be addressed to the Borough Estates Surveyor for the time being) to enter upon the said land hatched blue and pink hatched blue for the purposes of

(i) constructing and renewing columns supporting any building now or hereafter adjoining or overhanging the said land hatched blue and pink hatched blue so long as the number or positions of such columns is not such as to reduce below twenty the number of parking spaces each measuring 2.2 metres at the narrowest point and 2.4 metres at the widest x 4.8 metres within the said land hatched blue.

(ii) inspecting cleansing and maintaining the aforesaid columns and any future replacements thereof and

(iii) erecting demolishing maintaining renewing inspecting decorating and cleansing any buildings now or hereafter adjoining or overhanging the said land hatched blue."

NOTE: The lands hatched blue and pink hatched blue referred to are hatched blue and tinted yellow respectively on the filed plan. The Councils adjoining premises referred to adjoin the westernmost boundary of the land in this title.

- 6 The land edged yellow on the filed plan is subject to the following rights reserved by the Conveyance dated 15 October 1987 referred to above:-

(a) In consideration of the conveyance hereinbefore contained Higgs and Hill as beneficial owner hereby grants unto the Council the right of way in common with Higgs and Hill and its successors in title and all others entitled to the like right for the purposes of access to and egress from the Council's adjoining premises with or without motor and other vehicles and on foot over and along the brown land."

NOTE: The brown land referred to is edged yellow on the filed plan and the Councils adjoining premises adjoin the westernmost boundary of the land in this title.

- 7 A Transfer of the land in this title and other land dated 25 January 1988 made between (1) The Trustees for Methodist Church Purposes (the

C: Charges Register continued

Board) and (2) Blackwall Securities Limited (Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 8 A Transfer of adjoining land dated 14 April 1988 made between (1) Blackwell Securities Limited (Transferor) and (2) Retirement Lease Housing Association (Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 9 A Transfer of the land in this title dated 8 June 1988 made between (1) Blackwell Securities Limited and (2) MLA Property Development Limited contains restrictive covenants.

NOTE: Copy filed under ESX147373.

- 10 The land is subject to the rights granted by a Deed dated 5 September 1990 made between (1) Mount Manor Property Development Limited and (2) Seeboard Plc. The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under ESX147373.

- 11 By a Deed dated 10 February 1992 made between (1) Brighton Borough Council (the Council) (2) Retirement Lease Housing Association (RLHA) (3) Mount Manor Property Development Limited (MMPD) and (4) The Trustees for Methodist Church Purposes (the Managing Trustees) certain of the provisions of the Agreement dated 15 October 1987 referred to above were released as therein mentioned. The said deed also contains covenants and rights affecting the land in this title as therein mentioned and this registration takes effect subject thereto.

NOTE: Copy filed under ESX147373.

- 12 (27.04.2000) Lease dated 24 March 2000 to The Secretary of State For the Environment, Transport and the Regions for 25 years from 17 March 2000. Determinable as therein mentioned.

NOTE: Lessee's title registered under ESX242836.

- 13 (08.05.2000) By a Deed dated 25 April 2000 made between (1)Phillips & Drew Fund Management Limited (2)Retirement Lease Housing Association (3)Ivy Lilian Wright and others and (4)Penny Carver the covenants contained in the Transfer dated 14 April 1988 referred to above were modified as therein mentioned.

NOTE: Original filed.

- 14 (04.10.2010) By a Deed dated 27 September 2010 made between (1) John Michael Padley and Barbara Alicia Mary Bodger and (2) The Secretary Of State For Communities And Local Government the terms of the lease dated 24 March 2000 referred to above were varied.

NOTE:-Copy Deed filed.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 30 October 1936 referred to in the Charges Register:-

"THE Company for the benefit of the Corporation and their successors in title owners and occupiers of the said adjoining land of the Corporation on the North of the land hereby conveyed covenants with the Corporation so as to bind the property hereby conveyed that the Company and its successors in title will not at any time make or construct any gate door or opening (other than window or lights) in any wall bounding the said land hereby conveyed giving access to Sun Street aforesaid."

NOTE: Sun Street adjoined the easternmost boundary of the land in this title and is no longer shown on the filed plan.

- 2 The following are details of the covenants contained in the Conveyance dated 16 April 1982 referred to in the Charges Register:-

Schedule of restrictive covenants continued

"THE Purchaser for itself and its successors in title so as to bind the property hereby conveyed and each and every part thereof into whosoever hands the same may come HEREBY COVENANTS with the Vendor that it the Purchaser and its successors in title shall not use or permit to be used the property hereby conveyed or any part thereof as (i) a public omnibus or coach station or (ii) a booking office for any operator of a public omnibus or coach station."

- 3 The following are details of the covenants contained in the Transfer dated 27 September 1985 referred to in the Charges Register:-

"The Purchaser for itself and its successors in title and assigns hereby covenants with the Vendor and its successors in title and assigns so as to bind the land hereby transferred and each and every part or parts thereof into whosoever hands the same may come and so that this covenant shall be and ensure for the benefit and protection of the neighbouring land and licensed properties of the Vendor and of Grand Metropolitan Limited and all subsidiary and associated companies within the Grand Metropolitan Group and in particular the premises known as the Thurlow Arms, Edward Street, Brighton aforesaid and all and every part or parts thereof not to use the land hereby transferred or any part or parts thereof or any buildings erected or to be erected thereon for the wholesale or retail sale of beers wines spirits or other intoxicating liquors and not to permit the said lands or any part or parts thereof or any building erected or to be erected thereon to be used as a club or other similar place where intoxicating liquors shall be sold supplied or consumed or for the display of advertisements of beers wines spirits or other intoxicating liquors except advertisements of (i) beers brewed by or other intoxicating liquors produced or marketed by the Vendor its ultimate parent Company Grand Metropolitan Limited as defined by Section 154 of the Companies Act 1948 or (ii) wines spirits or intoxicating liquors shall be first approved by the Vendor in writing."

- 4 The following are details of the covenants contained in the Transfer dated 25 January 1988 referred to in the Charges Register:-

"THE Transferee hereby covenants with the Managing Trustees and as a separate covenant with the Board as follows:-

For the benefit of the land retained by the Board (as edged green on the said plan) not to use the property for the manufacture distribution sale or supply of intoxicating liquors, nor for any purpose in connection with the organisation or practice of gambling in any of its forms, nor as a public dance hall and not to do or permit or suffer anything to be done at the property or any part of it which is or might become a nuisance or annoyance to the Managing Trustees or the Board."

NOTE: The land edged green referred to is the Church adjoining the southern boundary of 77 Grand Parade.

- 5 The following are details of the covenants contained in the Transfer dated 14 April 1988 referred to in the Charges Register:-

"THE Transferor covenants with the Transferee.....

(6) Neither the proposed office block nor any building erected or to be erected on the Development shall at any time hereafter be used for any purpose or in any manner which will or may be or grow to be a nuisance annoyance or damage to the Transferee or to the owners or occupiers of the Property

(7) No building erected or to be erected on the Development shall be used otherwise than as office accommodation

(8) Not to obstruct the access road and to pay and contribute a fair proportion according to user of:

(i) the cost of the maintenance repair renewal and cleansing of the services

(ii) the cost of upkeep maintenance and lighting of the access road until such time as it is adopted by the local authority and

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Schedule of restrictive covenants continued

(iii) the cost of maintaining anything used in conjunction with the other owners or occupiers of the Development."

NOTE: The access road referred to is coloured brown on the plan to the Transfer dated 8 June 1988 referred to in the Property Register.

End of register