



Claim Form (CPR Part 8)

CLAIMANT'S COPY

In the
**HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION**

	<small>for court use only</small>
Claim No.	QB-2018-000333
Fee Account No.	
Help with Fees Ref No. (if applicable)	HWF-□□□-□□□

Claimant
HERTSMERE BOROUGH COUNCIL,
 Civic Offices,
 Elstree Way,
 Borehamwood,
 Herts.,
 WD6 1WA



Defendant(s)
PERSONS UNKNOWN OCCUPYING LAND AND / OR DEPOSITING WASTE ON LAND

Does your claim include any issues under the Human Rights Act 1998 Yes No

Details of claim (see also overleaf)

A claim in Trespass and Nuisance
 An injunction to protect the Green Spaces and Highways in the Borough of Hertsmere

Assigned to Master:

Defendant's
 name and
 address

**Persons Unknown Occupying
 Land And / Or Depositing
 Waste On Land
 Hertsmere Borough**

	£
Court Fee	
Legal representative's costs	
Issue Date	+ 5 DEC 2018

For further details of the courts www.gov.uk/find-court-tribunal.
 When corresponding with the Court, please address forms or letters to the Manager and always quote the claim number

Claim No.	
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Details of claim (continued)

1. The Claimant seeks an Interim and final injunction pursuant to section 222 of the Local Government Act 1972 and section 187B of the Town and Country Planning Act 1990 and Section 130 of the Highways Act 1980.
2. The Claimant owns and / or is responsible for the management of the Parks, Sports Fields, Cemeteries, Churchyard, Woodland Areas and Open Spaces ("the Green Spaces") in the Borough. In addition the Claimant is responsible for the Highways.
3. In total there are 94 Green Spaces and Highways needing protection. These Green Spaces and Highways are identified by number and corresponding name on the attached Map.
4. As explained in the witness statements produced on behalf of the Claimant, there have been numerous incidents of unauthorised encampments in the Borough resulting in considerable depositing of waste. The Borough fears further unauthorised encampments on the Green Spaces and Highways within Hertsmere by Persons Unknown Occupying Land and / or Depositing Waste on Land who are occupying unlawfully and / or fly-tipping illegally.
5. These unauthorised encampments include large groups of Travellers with up to 50-75 people and 30-50 vehicles, mobile homes and caravans. There are also a number of dogs;
6. The unauthorised encampments have been established on the Green Spaces and Highways belonging to the Claimant. In addition land owned by private landowners and businesses have been affected.
7. The witness statement provided by the Claimant demonstrates the disruptive and harmful impact of these unauthorised encampments as well as the health and safety concerns they raise. The harm this could cause to the residents of Hertsmere, among other members of the public is significant. The health risks to the residents include:
 - (1) human and animal excrement left in the Green Spaces from those establishing the encampments;
 - (2) fire hazards caused by the use of propane gas cylinders in public spaces;
 - (3) driving of vehicles over and across Parks, Recreational Areas, Woodland Areas and Car Parks.
 - (4) fly-tipping domestic and industrial scale waste, including building materials, glass, asbestos, rubble and soil
8. The unauthorised encampments cause considerable disruption to the residents and citizens of Hertsmere.
9. The fly-tipping causes considerable distress and anxiety and results in recreational facilities being un-usable.
10. Further the expense incurred in the cleaning up operations including the removal of untreated human excrement, domestic litter, general waste, gas cylinders and building waste, including hard core and soil;
11. The unauthorised encampments also cause considerable expense to be incurred in restoring the sites to a fit, hygienic and safe level for usage by the public. Considerable costs are also incurred in attempting to secure the sites owned by the Claimant.
12. Following the making of a Magistrates Court Order requiring the unknown persons to leave a specific unauthorised encampment site the unlawful occupiers often, simply move to another site in Hertsmere.
13. Since May 2018 alone unknown persons have formed at least 16 encampments within the Borough, sometimes forming an encampment on a particular site on more than one occasion.
14. To date, the Claimant and the police have been dealing with repeated encampments through the procedures available under Sections 61, 77 and 78 of the Criminal Justice and Public Order Act 1994. These are reactionary steps addressing the problem after the encampments have been established and after the fly-tipping damage has taken place.
15. As demonstrated by the evidence filed in support of this Claim, these procedures have not acted as a significant enough deterrent and it is not uncommon that immediately following the clearance of an unauthorised encampment, another one is set-up. On some occasions the unlawful occupiers have returned to a Green Space that has just been cleared.

16. Accordingly, for the reasons set out in the witness evidence in support of this Claim, it is necessary and expedient for the promotion and / or protection of the interest of the residents of Hertsmere and to prevent nuisance and trespass and further breaches of planning control to seek an injunction in the terms of the draft Order attached to this Claim, to prevent the repeated establishment of unauthorised encampments and the disruption and loss of resources caused by this type of unlawful action.
17. It is necessary to bring these proceedings against Persons Unknown Occupying Land and / or Depositing Waste on Land as the identity of the unlawful occupiers is uncertain and in any event such names as are given are often found to be false names.
18. The proposed Order is intended to prevent any future unauthorised encampments on the Green Spaces and Highways being established by the Persons Unknown Occupying Land and / or Depositing Waste on Land.
19. The draft Order against Persons Unknown Occupying Land and / or Depositing Waste on Land has confined the scope of the order to specifically identifiable sites within Hertsmere as identified on the attached Map

Statement of Truth

* (I believe)(The Claimant believes) that the facts stated in these particulars of claim are true.

* I am duly authorised by the claimant to sign this statement

Full Name CHILEME HAYES

Name of claimant's legal representative's firm Hertsmere Borough Council

Signed [Signature] position or office held Solicitor
*Claimant)(Litigation friend)(Claimant's solicitor) (if signing on behalf of firm or company)

**delete as appropriate*

Hertsmere Borough Council.
Civic Offices,
Elstree Way,
Borehamwood,
Herts.,
WD6 1WA

Claimant's or claimant's legal representative's address to which documents or payments should be sent if different from overleaf including (if appropriate) details of DX, fax or e-mail.



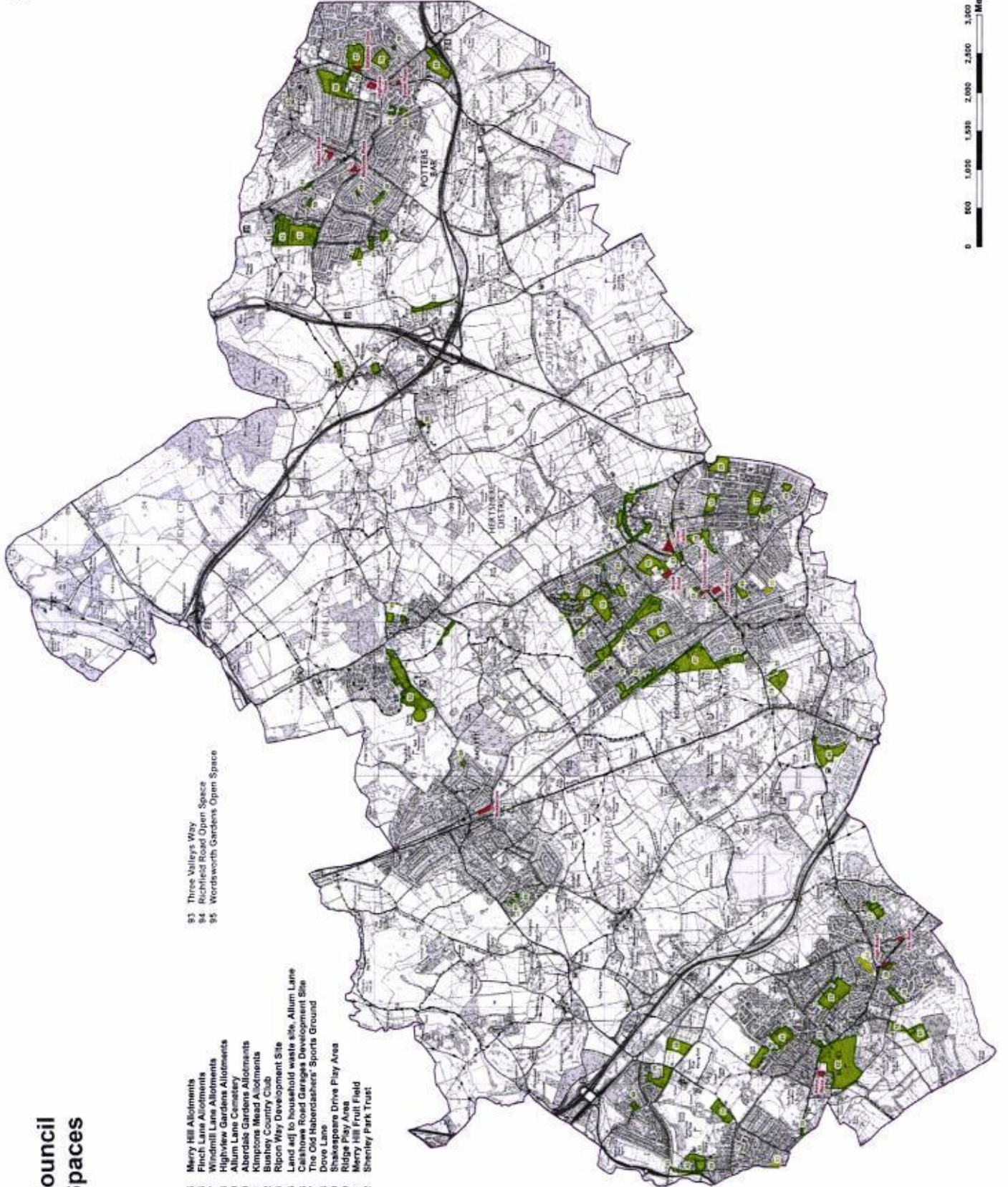
Hertsmere Borough Council Car Parks and Open Spaces

- Car Park
- Open Space
- Open Space to be Adopted

- 1 Aberford Park
- 2 Aycliffe Pitches
- 3 Borehamwood Civic Centre and Car Park
- 4 Brook Meadow
- 5 Carendon Park
- 6 Cowley Hill Amenity Greens
- 7 Crown Road Garages Open Space
- 8 Farnley Way Open Space
- 9 Grantham Green Open Space
- 10 Grove Road Garages Open Space
- 11 Haggerston Park
- 12 Kailworth Park
- 13 Leeming Park
- 14 Maxwell Hillside Park
- 15 Meadow Park
- 16 Oaklands Corner Open Space
- 17 Organ Hill Embankment
- 18 Organ Hill Open Space
- 19 Potterswood Park
- 20 Ripon Park
- 21 Ripon Road Garages Open Space
- 22 Shillito Way Amenity Green
- 23 Studio Way Woodland
- 24 Templeford Green
- 25 The Champions Amenity Green
- 26 The Campions Nature Park
- 27 Town Centre Garden
- 28 Washford Way Amenity Green
- 29 Boundary Green
- 30 Bushay Grove Leasure Centre
- 31 Bushay Rose Garden
- 32 Fishers Field Local Nature Reserve
- 33 Fishers Park
- 34 Hartspring Meadow
- 35 Hillmead Nature Park
- 36 King George Recreation Ground
- 37 Little Bushay Lane
- 38 Mary Forsdyke Garden & Warren Lake
- 39 Millbrook Road Open Space
- 40 Mosefield, Bushay
- 41 Park Avenue Amenity Land
- 42 Park Avenue Open Space
- 43 Windmill Lane Recreation Ground
- 44 Alum Lane Spinney
- 45 Composers Park
- 46 Parkfields
- 47 Riverside Gardens Spinney
- 48 Sweeney Close
- 49 Sweeney Close
- 50 Furnfield (King George V Playing Fields)
- 51 Furnfield Wood Local Nature Reserve
- 52 Kircotons Mead Nature Area
- 53 Lower Halfberry Bottom Local Nature Reserve
- 54 Oakfield Close / Pinewood Drive
- 55 Oakmere Avenue Garages Open Space
- 56 Oakmere Park
- 57 Parkfield
- 58 Potters Bar High Street War Memorial
- 59 Rushfield
- 60 Shillito Avenue
- 61 St Michaels Way Open Space
- 62 Wash Lane Common
- 63 Willow Way / Hyslop Avenue Open Spaces
- 64 Willow Way Open Space
- 65 Battlers Green Drive - Phillimore Court
- 66 Phillimore Place - Amenity Green
- 67 Williams Way
- 68 Hillcrest Open Space
- 69 Mead Road Open Space
- 70 Woodhall Lane Spinney
- 71 Brookside Meadow
- 72 Brookside Woodland
- 73 Glibehard
- 74 Glibehard

- 75 Merry Hill Allotments
- 76 Finch Lane Allotments
- 77 Windmill Lane Allotments
- 78 Highview Gardens Allotments
- 79 Alum Lane Cemetery
- 80 Aberdale Gardens Allotments
- 81 Kircotons Mead Allotments
- 82 Bushay Country Club
- 83 Ripon Way Development Site
- 84 Land adj to household waste site, Alum Lane
- 85 Calshaw Road Garages Development Site
- 86 The Old Haberdashers' Sports Ground
- 87 Dove Lane
- 88 Shakespeare Drive Play Area
- 89 Ridge Play Area
- 90 Merry Hill Fruit Field
- 91 Shenley Park Trust
- 92

- 93 Three Valleys Way
- 94 Richfield Road Open Space
- 95 Wortsworth Gardens Open Space



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NOTICE OF HEARING
 APPLICATION WILL BE HEARD AT THE
 ROYAL COURTS OF JUSTICE, STRAND, LONDON
 W.C.2A 0RTY
 DATE: 17 Jan 2019
 TIME: 10.30
 IN A COURT TO BE CONFIRMED



Name of Court	IN THE HIGH COURT OF JUSTICE QUEEN'S BENCH DIVISION
Claim No.	
Fee account no. (if applicable)	PBA0078445
Help with Fees - Ref no. (if applicable)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Warrant No (if applicable)	
Claimant's Name (including reference)	HERTSMERE BOROUGH COUNCIL
Defendant's Name (including reference)	PERSONS UNKNOWN OCCUPYING AND/ OR DEPOSITING WASTE ON LAND
Date	5 DECEMBER 2018

1. What is your name, or if you are a solicitor, the name of your firm

LEGAL SERVICES DEPARTMENT, HERTSMERE BOROUGH COUNCIL

2. Are you a Claimant Defendant Legal Representative

Other (please specify)

If you are a solicitor who do you represent

The Claimant

3. What order are you asking the Court to make and why

The Defendant as Persons Unknown Occupying Land and / or Depositing Waste on Land are forbidden from:

- (1) Setting-up an encampment on any Land identified on the attached Map on the 94 sites listed, without written permission from the Local Planning Authority, or planning permission granted by a planning inspector;
- (2) Entering and/or occupying any part of the Land identified on the attached Map on the 94 sites listed, for residential purposes (temporary or otherwise) including caravans, mobile homes, vehicles, and residential paraphernalia;
- (3) Bringing on to the Land identified on the attached Map on the 94 sites listed or stationing on the Land any caravans/mobile homes other than if driving through the Borough of Hertsmere or in compliance with the Parking Orders regulating the use of car parks or with express permission from the owners of the Land.
- (4) Bringing on to the Land identified on the attached Map on the 94 sites listed, any vehicle whether for the purposes of disposal of waste and materials or otherwise, other than when driving through the Borough of Hertsmere or in compliance

with the Parking Orders regulating the use of car parks or with express permission from the owners of the Land.

4. Have you attached a draft of the order you are applying for Yes No
5. How do you want this application dealt with at a hearing without a hearing
 at a telephone hearing
6. How long do you think the hearing will last 1 hour minutes
Is this time estimate agreed by all the parties Yes No

7. Give details of any fixed trial date or period

17 January 2019

8. What level of judge does your hearing need

Judge

9. Who should be served with this application

With Notice

9A. Please give the service address, (other than details of the claimant or defendant) of any party names in question 9

N/A

10. What information will you be relying on, in support of your application?

- the evidence will follow
 attached witness statements
 the statement of case
 the evidence set out in the box below

If necessary please continue on a separate sheet

Statement of Truth

(I believe) (the Applicant believes) that the facts stated in this section (and any continuation sheets) are true

Signed *Ch Hayes* Dated 5/12/2018
Applicant(s) Solicitor(s) Litigation Friend)

Full Name CHILEME HAYES

Name of Applicant's Solicitor's Firm Hertsmere Borough Council

Position or office held Principal Solicitor & Deputy Monitoring
(if signing on behalf of the company) Officer

11. Signature and address details

Signed *Ch Hayes* Dated 5/12/2018
Applicant(s) Solicitor(s) Litigation Friend)

Position or office held Principal Solicitor & Deputy
(if signing on behalf of the company) Monitoring Officer

Applicant's address to which documents about this application should be sent

Hertsmere Borough Council, Civic Offices, Elstree Way, Borchamwood, Herts.,	if applicable		
	Tel No.	020 8207 7488	
	Fax No.		
	DX No.		
Postcode	WD6 1WA	Ref:	

E-mail address : chileme.hayes@hertsmere.gov.uk



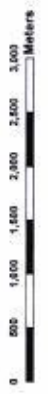
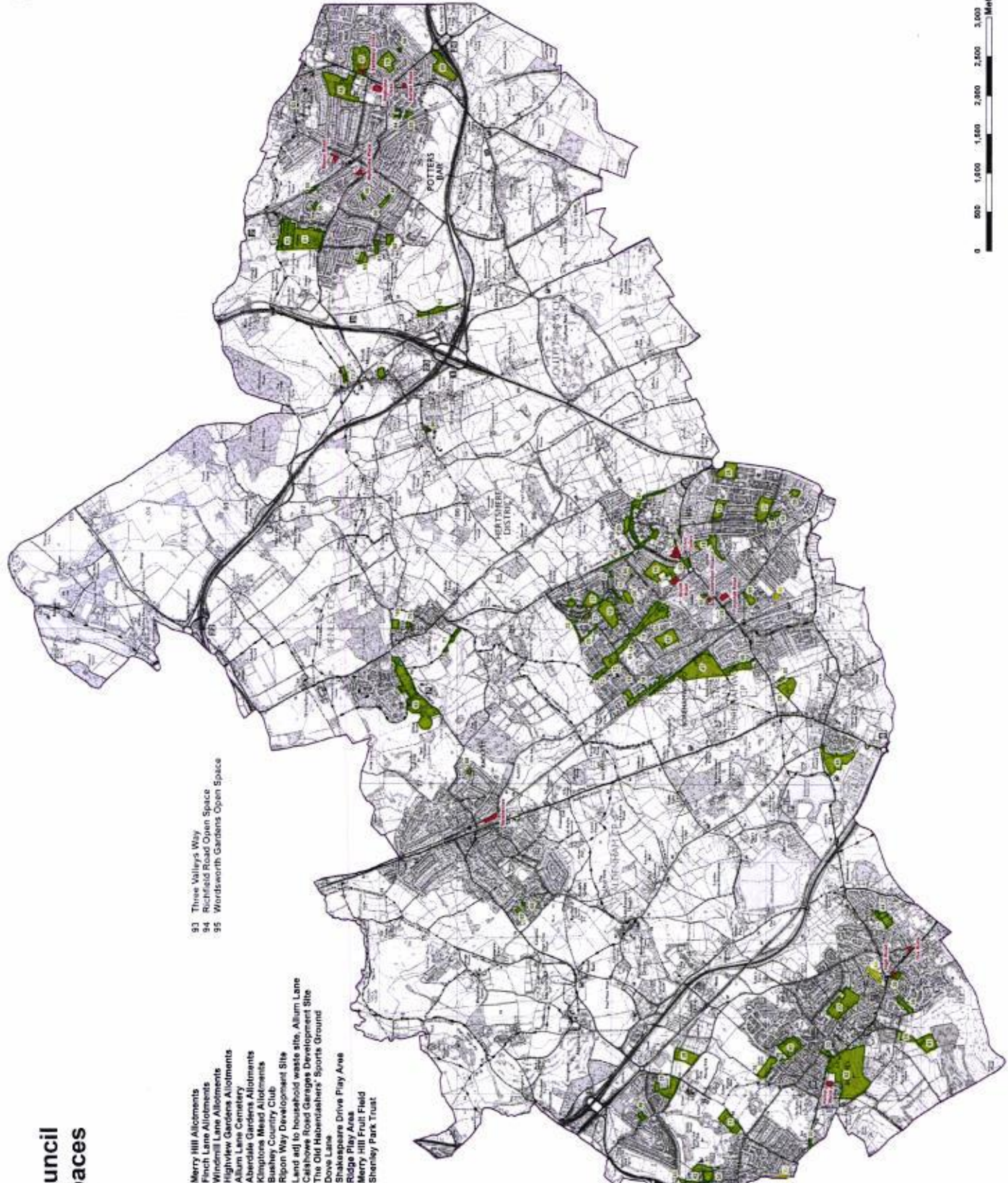
Hertsmere Borough Council Car Parks and Open Spaces

- Car Park
- Open Space
- Open Space to be Adopted

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- 4 Brook Meadow
- 5 Clarendon Park
- 6 Cowley Hill Amenity Greens
- 7 Crown Road Garages Open Space
- 8 Crown Road Open Space
- 9 Farmers Way Open Space
- 10 Grantham Green Open Space
- 11 Grove Road Garages Open Space
- 12 Haggerston Park
- 13 Kenilworth Park
- 14 Laeming Park
- 15 Maxwell Hillside Park
- 16 Meadow Park
- 17 Oaklands Corner Open Space
- 18 Organ Hall Embankment
- 19 Organ Hall Open Space
- 20 Potterswood Park
- 21 Ripon Park
- 22 Stapleton Road Garages Open Space
- 23 Station Path Amenity Green
- 24 St. Andrew's Church
- 25 Temperley Ground
- 26 The Campions Amenity Green
- 27 Threackliffe Nature Park
- 28 Town Centre Garden
- 29 Walshford Way Amenity Green
- 30 Boundary Green
- 31 Bushley Grove Leisure Centre
- 32 Bushley Rose Garden
- 33 Fishers Field Local Nature Reserve
- 34 Fishers Park
- 35 Hertspring Meadow
- 36 Himstead Nature Park
- 37 King George Recreation Ground
- 38 Little Bushley Lane
- 39 Mary Forsyoke Garden & Warren Lake
- 40 Milbrook Road Open Space
- 41 Moorfield, Bushley
- 42 Park Avenue Amenity Land
- 43 Park Avenue Open Space
- 44 Windmill Lane Recreation Ground
- 45 Alum Lane Spinnery
- 46 Composers Park
- 47 Parfitts
- 48 Borealis Gardens Spinnery
- 49 Cranley Crescent
- 50 Cranley Crescent
- 51 Farnfield (King George V Playing Fields)
- 52 Farnfield Wood Local Nature Reserve
- 53 Kingtons Mead Nature Area
- 54 Lower Hallipenny Bottom Local Nature Reserve
- 55 Oakfield Close / Pinewood Drive
- 56 Oakmans Avenue Garages Open Space
- 57 Oakmans Park
- 58 Parkfield
- 59 Potters Bar High Street War Memorial
- 60 Rushfield
- 61 Shilltoe Avenue
- 62 St Michaels Way Open Space
- 63 Wash Lane Common
- 64 Willow Way / Hyde Avenue Open Spaces
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- 70 Mud Road Open Space
- 71 Woodhall Lane Spinnery
- 72 Brookside Meadow
- 73 Greenacre Woodfield
- 74 Greenfield

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- 89 Shakespeare Drive Play Area
- 90 Ridge Play Area
- 91 Merry Hill Fruit Field
- 92 Shenley Park Trust

- 93 Three Valleys Way
- 94 Rutland Road Open Space
- 95 Wordsworth Gardens Open Space



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IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION
MR JUSTICE SPENCER

Claim No.

IN THE MATTER OF SECTION 222 LOCAL GOVERNMENT ACT 1972 AND
SECTION 187B OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND
SECTION 130 OF THE HIGHWAYS ACT 1980

BETWEEN:



HERTSMERE BOROUGH COUNCIL

Claimant

-and-

PERSONS UNKNOWN OCCUPYING LAND AND / OR
DEPOSITING WASTE ON LAND

Defendant

INJUNCTION ORDER

PENAL NOTICE

IF YOU PERSONS UNKNOWN DISOBEY THIS ORDER OR INSTRUCT OR ENCOURAGE OTHERS TO BREACH THIS ORDER YOU MAY BE HELD IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED.

ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS PERSONS UNKNOWN TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED

POWER OF ARREST

THIS ORDER CONTAINS A POWER OF ARREST FOR BREACH OF PARAGRAPHS 1 TO 4 OF THIS ORDER PURSUANT TO SECTION 27 OF THE POLICE AND JUSTICE ACT 2006. ANY PERSON CAUGHT BREACHING PARAGRAPHS 1-4 OF THIS ORDER MAY BE ARRESTED AND BROUGHT BEFORE THE COURT

NOTE TO ARRESTING OFFICER

Where a Person Unknown Occupying Land and / or Depositing Waste on Land is arrested under the power given by Section 27 of the Police and Justice Act 2006:-

- A Person Unknown Occupying and / or Depositing Waste on Land shall be brought before the judge within a period of 24 hours beginning at the time of their arrest;
- A Constable shall inform the person on whose application the injunction was granted, forthwith where a Defendant is arrested under the power given by Section 27 of the Police and Justice Act 2006

Nothing in Section 27 of the Police and Justice Act 2006, shall authorise the detention of a Person Unknown Occupying and / or Depositing Waste on Land after the expiry of the period of 24 hours beginning at the time of arrest

In calculating any period of 24 hours, no account shall be taken of Christmas Day, Good Friday or any Sunday.

UPON HEARING COUNSEL FOR THE CLAIMANT AND THERE BEING NO NOTICE TO THE DEFENDANT

AND UPON READING THE PAPERS AND HEARING THE APPLICATION FOR AN INTERIM INJUNCTION ORDER PENDING THE FINAL INJUNCTION HEARING

AND UPON READING THE WITNESS STATEMENT LISTED AT APPENDIX A OF THIS ORDER

AND UPON ANYONE FROM THE GYPSY AND TRAVELLING COMMUNITY WHO WISHES TO ATTEND THE RETURN DAY BEING AT LIBERTY TO DO SO

AND UPON THE CLAIMANT UNDERTAKING TO NOTIFY THE LONDON GYPSY AND TRAVELLERS GROUP OF THE TERMS OF THIS ORDER

IT IS ORDERED THAT UNTIL FURTHER ORDER:

The Defendant as Persons Unknown Occupying Land and / or Depositing Waste on Land are forbidden from:

- (1) Setting-up an encampment on any Land identified on the attached Map on the 94 sites listed, without written permission from the Local Planning Authority, or planning permission granted by a planning inspector;
- (2) Entering and/or occupying any part of the Land identified on the attached Map on the 94 sites listed, for residential purposes (temporary or otherwise) including caravans, mobile homes, vehicles, and residential paraphernalia;
- (3) Bringing on to the Land identified on the attached Map on the 94 sites listed or stationing on the Land any caravans/mobile homes other than if driving through the Borough of Hertsmere or in compliance with the Parking Orders regulating the use of car parks or with express permission from the owners of the Land.
- (4) Bringing on to the Land identified on the attached Map on the 94 sites listed, any vehicle whether for the purposes of disposal of waste and materials or otherwise, other than when driving through the Borough of Hertsmere or in compliance with the Parking Orders regulating the use of car parks or with express permission from the owners of the Land.

The Land in this Order means:

- (5) All Land within the Borough of Hertsmere identified on the attached Map on the 94 sites listed.
- (6) Service of this Order shall be deemed served pursuant to CPR 6.27 by affixing a copy of this Order as opposed to an original contained in a transparent waterproof envelope or laminated copy in a prominent position at each of the entrances to the Land identified on the attached Map on the 94 sites listed;
- (7) Any person who is presently a Person Unknown (or anyone notified of this Order) who wishes to identify him or herself and join as a named Defendant to the proceedings may apply to the Court on 72 hours written notice to the Court and the Claimant to vary or discharge this Order (or, so much as it affects that person).
- (8) There shall be a power of arrest attached to paragraphs 1 to 4 of this Order
- (9) This application be listed for its Return Day at 10:30 on 17th January 2019;
- (10) This Order shall remain in force until midnight on 18th January 2019.
- (11) Costs of this application is Reserved.

GUIDANCE NOTES

Effect of this Order

- (12) A Person Unknown Occupying and / or Depositing Waste on Land (or anyone notified of this Order) who is an individual who is ordered not to do something must not do it by

him or herself or in any other way. He/she must not do it through others acting on his/her behalf or on his/her instructions or with his/her encouragement.

- (13) A Defendant which is a corporation and which is ordered not to do something must not do it itself or by its directors, officers, employees or agents or in any other way.

PARTIES OTHER THAN THE CLAIMANT AND DEFENDANTS

Effect of this Order

- (14) It is a Contempt of Court for any person notified of this Order knowingly to assist in or permit a breach of this Order. Any person doing so may be sent to prison, fined or have his/her assets seized.

UNDERTAKINGS

- (15) The Claimant will serve a copy of this Order in a transparent waterproof envelope or laminated copy in a prominent position at all the entrances to the Land on each of the 94 sites marked on the attached Map with a notice that a copy of the supporting evidence can be obtained from Civic Offices, Elstree Way, Borehamwood, Herts., WD6 1WA.
- (16) The Claimant will place a copy of this Order together with the evidence served in support and the Part 8 Claim Form on the Claimant's website.
- (17) The Claimant will notify the London and Gypsy and Travellers Group of the terms of this Order and of the Return Day

COMMUNICATIONS WITH THE COURT

- (17) All communications to the Court about this Order should be sent to Room WG08 Royal Courts of Justice, Strand, London, WC2A 2LL. (020 7947 6010)

SCHEDULE OF WITNESS STATEMENTS

- (1) Witness Statement of Mr. Chris Gascoine dated 31 October 2018



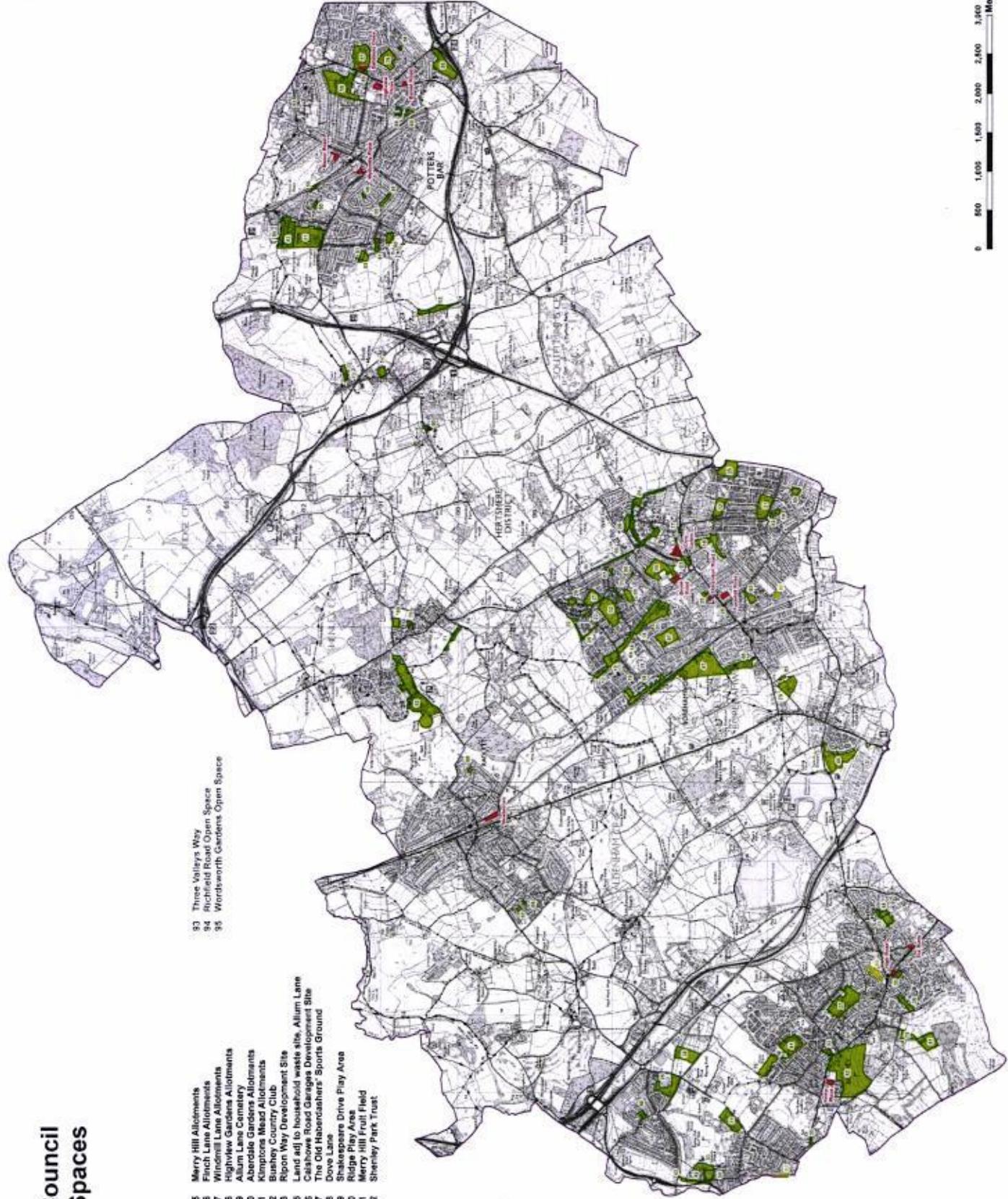
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- 45 Parfitts
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- 47 Berkeley Close
- 48 Cranborne Crescent
- 49 Firsfield (King George V Playing Fields)
- 50 Firsfield Local Nature Reserve
- 51 Firsfield Wood
- 52 Kinrosses Mead Nature Area
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IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION

Claim No.

IN THE MATTER OF SECTION 222 LOCAL GOVERNMENT ACT 1972 AND
SECTION 187B OF THE TOWN AND COUNTRY PLANNING ACT 1990

BETWEEN:

HERTSMERE BOROUGH COUNCIL

Claimant

-and-

PERSONS UNKNOWN OCCUPYING LAND AND / OR
DEPOSITING WASTE ON LAND

Defendant

WITNESS STATEMENT OF CHRIS GASCOINE

I, Chris Gascoine of Civic Offices, Elstree Way, Borehamwood, Herts., WD6 1WA WILL
SAY as follows:

Preliminary:

1. I make this witness statement in support of the Application before this Honourable Court brought by the Borough of Hertsmere ("the Council") for an Injunction in the terms of the draft Order that I have been shown. In particular an injunction order forbidding Persons Unknown Occupying Land and / or Depositing Waste from:

The Defendant as Persons Unknown Occupying Land and / or Depositing Waste on Land are forbidden from:

- (1) Setting-up an encampment on any Land identified on the attached Map on the 94 sites listed, without written permission from the Local Planning Authority, or planning permission granted by a planning inspector;
- (2) Entering and/or occupying any part of the Land identified on the attached Map on the 94 sites listed, for residential purposes (temporary or otherwise) including caravans, mobile homes, vehicles, and residential paraphernalia;
- (3) Bringing on to the Land identified on the attached Map on the 94 sites listed or stationing on the Land any caravans/mobile homes other than if driving through the Borough of Hertsmere or in compliance with the Parking Orders regulating the use of car parks or with express permission from the owners of the Land.
- (4) Bringing on to the Land identified on the attached Map on the 94 sites listed, any vehicle whether for the purposes of disposal of waste and materials or otherwise, other than when driving through the Borough of Hertsmere or in compliance with the Parking Orders regulating the use of car parks or with express permission from the owners of the Land.

Personal Background:

2. I am qualified as a Chartered Environmental Health Practitioner I have been employed by the Council since 16 June 1986. I am currently the Chief Environmental Health Officer, having been promoted from Assistant Chief in 2008. My departmental responsibilities include Environmental Health, Licensing and Emergency Planning Officers.
3. Officers from the Environmental Team would normally be the Councils "first responders" in respect of an unauthorised Traveller incursion on Council owned land and would undertake initial site visits, welfare checks, process serving (direction notices/summonses etc.). They would then supervise the removal of unauthorised persons from Council land following the issue of a court order sometimes with bailiffs and others. My officers also deal with complaints of "nuisance" from such sites from neighbouring residents in connection with such matters of noise (generators, quad bikes and similar) rubbish and related issues.

The Application:

4. This application is brought against Persons Unknown Occupying Land and / or Depositing Waste on Land. It is not intended to single out, any one particular group, however it would not be credible if I did not observe that people of the Travelling Community are most likely to be affected by the injunctive relief being sought. I am aware of the fact that Travellers are from a nationally recognised ethnicity and have their own distinct identity and culture. I am therefore aware of the need to treat Travellers needs with respect and dignity and be especially aware of any potential conflict between the way of life of Travellers, the need to uphold their rights under the Human Rights Act and the need to balance this with the laws of the land, local bye-laws and the rights and entitlements of the local residents affected by Traveller movements, their way of life and behaviour.

5. However the balance has got to take into account the adverse effect that unlawful encampments and fly-tipping has on the Borough and its residents in both financial (pure monetary terms) and non-financial such as community relations and anti-social behaviour. As I shall endeavour to explain the cost is extremely significant and detrimental to the Community and something has to be done to re-dress the balance. It is hoped that based on the very positive experience found by other Boroughs in London and the surrounding areas that I have been made aware of with similar injunction orders to the one being sought by this application, the Borough of Hertsmere can reduce its direct and indirect costs associated with unlawful encampments and fly-tipping and spend time, energy and money on positives and on enhancing the Borough and all who live and work in the Borough.

The Borough:

6. Hertsmere is one of the smaller boroughs in the London and South-East area, covering approximately 39 square miles. Hertsmere is one of a number of Boroughs within the County of Hertfordshire. Hertsmere does not have responsibility for Social Services and therefore it does not have a Welfare Assessment role to play. This is carried out by the County Council.

7. Hertsmere has a population of approximately 110,000. It is estimated that the population will grow in size in the next 10 to 15 years. Within the Borough there are 94 locations that fall within the category of Green Spaces and vulnerable Highways. The Green Spaces, include parks and recreation grounds, woodland and commonland and car parks connected to Leisure Centres.

8. I now have produced and shown to me marked "CG1" an exhibit containing a Map and a list on the left-hand side of the 94 locations that the Borough wishes to protect from encampments and fly-tipping. The Map identifies in green and red the Open Spaces and Car Parks
9. The incursions of the type that this application seeks to address have occurred in Hertsmere frequently over the last few years. However, although fly-tipping and unlawful camp sites are not uncommon and have had to be addressed over the years, in recent months the size and frequency of the infiltrations and the dumping of waste that has arisen, has dramatically increased. This year alone we have already had 17 incursions. Whereas in the whole of 2017 there were only 6. It is difficult to be precise as to why this is the case, however I have no doubt that the success achieved by other Boroughs in neighbouring areas in obtaining the type of injunctive relief sought by this application has undoubtedly had an adverse knock-on effect, that it is hoped Hertsmere's application will address.
10. I now have produced and shown to me Exhibit "CG2" two Schedules containing information regarding the number of incursions over the last two years in the Borough. The Schedules give information regarding the length of time that the sites were occupied and the costs associated with (i) recovering possession; (ii) clearing up the mess created (iii) the restoration costs and (iv) the costs associated with enhanced security.
11. The first and most obvious thing that will be noted between pages 1 and 2 is the considerable increase in events of this nature in 2018 from 2017. This has led to a considerable increase in money spent addressing the problem with increased officer costs, legal/bailiff fees and clear up costs. It will be seen that in the 5 month period since 24 May 2018, we have had 17 incursions in the Borough lasting various lengths of time. The costs are consistent for each site infiltrated and recovered, although it is noticeable that when bailiffs have to get involved the costs increase significantly.
12. In the box below the Schedule, information regarding enhanced security measures is set out. I will go on to explain that although enhanced security is an option, it is not always possible or practical at the Green Spaces and in any event is counter to environmental considerations and open use for the residents of Hertsmere. It is for that reason that it has been determined that something else has to be done to protect the Borough from unauthorised camps being established and the extensive fly-tipping that is taking place.

Unlawful Occupiers/Fly-Tippers:

13. As this Court will appreciate the proposed Defendant is stated as Persons Unknown Occupying Land and / or Depositing Waste on Land. I am advised that it is appropriate to refer to the Defendant in this way as although we are aware of the names of some persons who have in the past established unlawful encampments and been responsible for domestic and industrial waste being tipped, we do not have reliable information as to the identities of those people and of course there are many others who we have no knowledge of.
14. Further, the Council do not wish and do not consider it appropriate to single out named individuals or any groups of people. The injunction is sought against anyone who is seeking to establish encampments and / or fly-tipping regardless of their background.
15. The arrival into the Hertsmere of persons wanting to establish illegal camp sites is not a new phenomenon. Throughout my time at the Council, I have been concerned with the arrival of persons seeking to establish encampments in the Borough. Often this will involve breaking into or if they do not break into, simply driving onto land, within the Borough and establishing a camp. The camps are made up of passenger vehicles, mobile homes, caravans and commercial vehicles. There can be as many as 30 plus vehicles on the site. The occupants of the camps are adults and children and they are often accompanied by dogs.
16. The arrival of such persons involves the immediate engagement as officers are dispatched normally the same day to do an initial assessment. This is shortly followed (normally same day) by the "welfare check" carried out by the County Council following our referral. The welfare check is shared with Herts. County Council Gypsy section who proceed to make further enquiries and arrive at a conclusion as to what next steps are required. I understand this very much depends upon whether there are children of the family.
17. When our officers arrive at a scene of an incursion the first damage that is invariably caused is to the locks, gates and fences where they have gained entry. This has usually taken place during the night when these areas are closed and over the weekend. In recent years the budget to enhance security in our Green Spaces has increased, but unfortunately it is a game of cat and mouse. No sooner has the Borough recovered possession and the Travellers vacated that either the original group or another group

return to the same location. A good example of this is Ripon Park that has been subject to an incursion seven times this year alone.

18. The land often suffers considerable damage. Obviously parks are not usually driven on by heavy vehicles and the damage to ground and grass can be significant, particularly on carefully laid out sports pitches and especially if the ground is wet. Photographs attached at "CG3" show that incursions have taken place on sports fields where goal nets, rugby posts and cricket squares can be seen. Not only is the land damaged, but the use for sporting activity is extremely curtailed when vehicles are parked on the land.

19. As soon as an incursion takes place, problems associated with all manner of litter commence. It is the litter that causes the greatest problem, although I am also aware that the damage to the environment, the loss of amenity and the effect on community relations is significant. It is not uncommon for local residents to complain to Council members and officers demanding that we address the problem. Some of the incidents reported are quite shocking and I am aware that this has been going on for some time. I also anticipate there are other incidents that occur that are not reported upon.

20. Litter takes many forms. Personal litter is offensive and horrendous for local residents to have to experience. There have been numerous incidents of faeces being abandoned in park, playground and woodland areas. This is a significant health hazard especially on sports pitches and in areas where children might play. The second type of litter is what I would describe as domestic litter, commonly within black bin liners, but is also just flung all over the site. For example I have seen food cartons/wrappers which are just abandoned on site. In addition to domestic litter, there are occasions where dangerous materials such as broken glass is strewn all over the grass and planting areas. Fortunately incidents of the fly-tipping waste has not happened, but there is a feeling amongst colleagues it is only a matter of time.

21. Overall, the photographs at "CG3" do not show the extent of the litter, but it will be appreciated there is a lot of clearing up to do once the Travellers have departed, especially as the Council are always keen to get the areas infiltrated back into public use as quickly as possible. I anticipate these photographs, all taken in Hertsmere over the last 3 months will give the Court a flavour of the problems being faced by the Borough and its officers on a day to day basis, all of which is associated with the huge and ever increasing Traveller problem the Borough is experiencing.

Present Approach:

22. As a result of the increase in unauthorised encampments being set-up, I and my team are spending a disproportionate amount of our time reacting to these incursions rather than doing other work. Our role has become one of policing, in order to obtain the court orders under the powers given by Section 77 of the Criminal Justice and Public Order Act 1994 ("the CJPOA") and appoint bailiffs to clear the site.
23. However, whilst we are at all times reacting to an incursion, the unknown persons are coming onto the Green Spaces, Car Parks and Highways knowing that once camps have been set up, it can take as long as a week to get before the Magistrates Court to get an order for their forced removal. In the time that it takes to get the Order, the sites become a dumping ground for waste.
24. Of course reacting by obtaining court orders is time consuming, costly and is a sticking plaster on a problem because no sooner has an order been obtained in respect of camp A, that camp B is occupied and the whole process has to start all over again. Exactly this scenario has played out over the Summer, when the same Travellers occupied different sites and the same sites. The dates of their arrival and departure can be seen on the Schedule at "CG2" as clearly show a pattern of camp being established, then departure and then another camp being established.

The Desire for a Change of Approach

25. It is because the Borough has been reacting as opposed to resolving the problem of such encampments, that I, together with other officers at the Borough have discussed a different and more proactive approach to the issue, because it is plain the situation cannot continue, if for no other reason than the Borough cannot afford it. During our discussions we were very aware of pressures that Council Members were experiencing from local residents whose quality of life is so often adversely affected by the creation of a camp site in their areas. This is certainly the case for those Green Spaces affected as they are used for recreational activities, but it also applies to Car Parks where camps have been set up.
26. What is also significant is that the communications from the residents within the Borough are from all ages and all diversities and all parts. The problem of infiltration is affecting everyone and it is clearly not good enough, as far as the residents of Hertsmere are concerned, to simply react to the problem by serving notices and obtaining possession. Examples of the adverse effect on community life can be read in

the copies of logs of telephone calls received at the Council relation to the problem, exhibited at "CG4" as well as summaries of complaints received.

27. It is obvious that a more positive and pro-active approach has to be considered and it is the case that seeking a preventative injunction similar to those successfully achieved by other Boroughs is seen as necessary to at least try and prevent the infiltrations in the first place and adjust the balance which is so prejudicial to the Borough and its residents.

The Future Approach

28. It is because the problem of encampments being infiltrated has so significantly increased in the number, seriousness and adverse effect on the whole of the Hertsmere community that the decision was taken to take a different approach. The purpose of this application is to have a prohibitory injunction in place throughout the Borough, which prevents by Order of the Court, access onto the Green Spaces, associated Car Parks and Highways
29. A Court Order that permits access to Borough but restricts the use of the land for the establishment of camps is hoped will have a significant deterrent effect. The hope is that any infiltration of the Green Spaces and Highways in Hertsmere will cease as the Travellers will be fearful of being subject to the Power of Arrest for being in Contempt, if held to have breached a Court Order. The specific fear of having assets seized is anticipated being the greatest encouragement to stay away from the Green Spaces and Car Parks Hertsmere.
30. The point is that at present camps are established in matters of minutes, but take days and in some case over a week to remove. The process is slow and laborious and all the time that it takes they are enjoying the land. The occupiers know they can stay put until such time as a possession order is obtained ordering their removal. If, as would be the case if this application were to be successful, an injunction is in place before they arrive, then either they will not come at all or if they do come they will be moved on swiftly. The key to saving huge sums of money is to avoid the occupation in the first place and before they cause tens of thousands of pounds of expense through acts of nuisance and damage at these camps.
31. The hope is that eventually, and it is accepted that this is not likely to happen overnight, the occupiers will tire of being at risk of contempt proceedings and recognise that the Borough of Hertsmere is not a good location to create their encampments.

A Serious and Significant Problem

32. It is important that the Court is fully aware of the considerable adverse effect the occupiers have on the Borough. I understand this to be important so as to encourage the Court to grant the Order sought. The adverse effects takes a number of forms, from nuisance and damage to the areas where the camps are established to the effect on the local communities where the camps are set up. In addition as I shall explain the cost of dealing with the consequences of an arrival and departure especially where the new problem of fly-tipping arises as those expenses are running into tens of thousands of pounds.

Disregard of the Bye-Laws / Acts of Trespass / Acts of Nuisance and Damage

33. The first area of concern is the complete disregard for the Bye-Laws of the Borough in so far as the Open Spaces etc in the Borough, which disallow the establishment of camps and prohibit vehicles travelling over the Green Spaces. There are also gross acts of trespass and nuisance. For the purposes of this statement I have thought it helpful to combine my evidence as the acts of trespass and nuisance are very obviously breaches of the bye-laws.
34. Further, there are other acts that involve civil wrongs under the common law, such as trespass and nuisance. These breaches take many forms. The very existence of vehicles, mobile homes and caravans on the land is a breach of the bye-laws, but they are also trespassing. These are acts of trespass because the Green Spaces and Car Parks are land owned and/or controlled by the Council for the greater good of all the inhabitants of the Borough. As for the encampments and the general conduct of the persons occupying the land, there are so many different elements of nuisance, including bringing dangerous or poisonous substances onto the sites and causing damage by the influx of waste.
35. The interference, inconvenience and danger caused by impromptu camps being set up on the Green Spaces and Car Parks is obvious to any reader. Keeping these areas safe, is extremely difficult to do when vehicles are placed as part of a camp.
36. It will be appreciated that the incredible drain on funds that these incursions cause is outrageous especially as the unlawful occupiers contribute nothing towards the Borough's finances. An injunction will redress the balance and make it a better place for the tax-paying residents of Hertsmere to live. I do not expect this new, all Borough wide, injunction will rid us of the incursions overnight, but I am hopeful that over time

it will make Hertsmere a less attractive proposition and therefore the numbers of infiltration which over the last weeks have been daily will abate.

Community Relations

37. As a Borough, Hertsmere in conjunction with the various law enforcement agencies is responsible for public order, good neighbourliness and responding to anti-social behaviour. This work is undertaken by Council Officers who liaise with the Hertfordshire Police. The more incursions that take place the more hours that have to be spent by Council officers and the police attending to the problem. I now have produced and shown to me Exhibit "CG5" containing a letter from Chief Inspector Steve O'Keefe of Borehamwood Police commenting on Travelling community and the effect of community relations and the levels of crime in the area. .

Events

38. The arrival into a community of persons intent on damaging the land and dumping waste causes significant tension with local residents, sports clubs and leisure and recreational users. The public amenities are significantly impacted upon because the areas where encampments are established effectively become no-go areas for the community. As the Court would expect the sporting facilities in the Borough are frequently used for sports events and other communal activities. Recent infiltration impacted on local residents and families with young children who would normally use the play facilities. This was particularly irritating as the weather was good and families wish to enjoy the outdoor facilities in the Borough. With an illegal encampment on the doorstep parks and other green spaces become less of a draw.
39. I now have produced and shown to me marked Exhibit "CG6" a list of events and activities that would be forced to be cancelled if there are any incursions in the next three months. The areas in bold are Green Spaces that have already been subjected to unlawful camp sites being established so they are areas that it is clear the Travellers are aware of and have knowledge of the means of access.

Crime and Anti-Social Behaviour

40. It would not be right for me to speculate as to whether crime in general increases in the Borough upon the arrival of the unlawful occupiers, however there is ample anecdotal

evidence of increased anti-social behaviour and criminality at times when an encampment is created.

Other Enforcement and Possession Action

41. Possession proceedings take up a considerable amount of time as in addition to visiting sites, the team have to be involved in the preparation of paperwork for serving and the court hearing. Putting the procedure into operation is a very expensive process because even when an order for possession is obtained, a third party bailiff firm has to be appointed to take and enforce the removal order S78 CJ&POA. By way of example one of the recent exercise in recovering possession on or about 11 September included legal/bailiff fees of £5,000 alone.
42. In addition to recovering possession of the land that the camps are established on, there are other powers provided by legislation Section 61 CJPO&A allows the Police to direct occupiers to leave if they are trespassing with the intention of residing on the land. However the direction is only effective for a three month period after which the occupier are not committing an offence. Further even though the Police have powers under Section 61, they are reluctant to use them due to lack of resources. In any event exercising Section 61 powers would not prevent occupiers moving onto a different site. The powers provided to the Council under Sections 77 and 78 of the CJPOA are similar to Section 61 but again these have limited benefit because offenders simply move on to different sites.
43. Further, even if the powers under the CJPOA were entirely effective, they are actions that only come into operation following the encampment being established. By the time that either the Police or the Borough can use these powers many of the problems discussed above have already taken place. In particular the damage to the Green Spaces. The whole point of the application that is being sought is to prevent the problem arising in the first place.
44. It is accepted of course that the problem of unlawful occupiers in the Borough arriving and establishing encampments is not likely to go away immediately. However, with the injunction sought preventing access onto the land in the first place it is hoped that the incursions will reduce over time.
45. Obtaining the injunction that is being sought has, I believe the full support of the local Police who would no doubt benefit from a reduction in the number of infiltrations in the

Borough and accordingly there would be a reduction in the pressure on scarce police resources. Needless to say the hours spent on this problem by the police is far in excess of what their resources can afford. I am aware through numerous discussions and meetings with the police that they are very concerned by the infiltrations, but simply do not have the resources or time to assist as much as they would like to.

Seeking an Injunction

46. I am advised that when a Court considers an injunction such as the one being sought by the Borough it is obliged to have regards to the tests set out in the case of *American Cyanamide v Ethicon* which broadly states that if a serious issue is identified which cannot be addressed by the recovery of damages and the balance of convenience is more in favour of the granting of an injunction than against doing so, then an injunction will be ordered. In addition the Court takes into account the fact that there is no real defendant in opposition as it is not as if there is any claim to an entitlement to occupy or fly-tip.
47. There can be no question that a serious issue is before the Court; namely the persistent and uncontrolled infiltration by persons trespassing and causing a nuisance on Borough land. This arises not just by virtue of the trespassing encampments being established, but also by virtue of serious acts of nuisance by the acts of uncontrolled littering and fly-tipping. This is personal, domestic and industrial waste. Even if, which of course is not the case, the trespass could be met by the payment of fees, giving the person a right to occupy, the devastation to the inhabitants of the Borough, whereby communities would encamp on the leisure and recreational areas of the Borough could not possibly be quantified in damages and certainly could not be reimbursed to the residents.
48. Since there is a serious issue to be tried where damages cannot act as an adequate remedy and the balance of convenience is firmly in the Borough's favour, I do respectfully request the Court grant the injunction sought in the terms of the draft Order presented as part of the application paperwork.
49. In the circumstances the only appropriate relief is injunctive relief preventing the Persons Unknown from entering and occupying with their vehicles, mobile homes and caravans the specified Green Spaces and associated Car Parks and Highways in the Borough as well as fly-tipping waste in these areas.

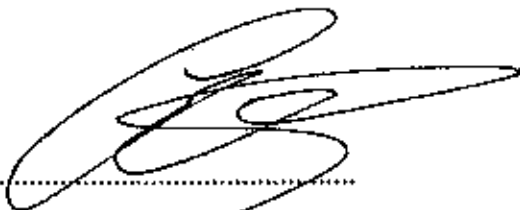
50. I am quietly confident and hopeful that the Order being sought as part of this application will reduce the visits, which no doubt will please residents enormously who have to suffer directly the actions of the unlawful occupiers. An injunction will also assist the local police who do not have the resources to fully police the problem, but who are constantly being contacted with reports of criminal and anti-social behaviour.
51. It is hoped that with a preventative injunction the numbers of encampments created will reduce enabling the police to concentrate their time on other criminal activity in the Borough and of course build up community relations again.
52. The degree of success of the injunction may need to be monitored over a short period of time to see whether the injunction has had the desired effect. It is for that reason why the Borough asks for the matter to return to Court for a Return Day in approximately 2-3 months time. This will enable the Borough to assess the success or otherwise of the injunction. I understand such a delay to a Return Day is unusual, but in the particular circumstances of this action, I suggest it would be sensible and appropriate.
53. Of course there would be nothing to stop any individual applying on short notice (the Order proposes 72 hours) to the Court to set aside or vary the existing Order if it felt the order was unfair and needed to be set aside as having been wrongly obtained over all the protected areas or specified areas.
54. Finally, I am advised that ordinarily when a party seeks injunctive relief and in particular when the opposing side does not attend, the party seeking the injunction has to satisfy the Court that in the event the Court concludes the injunction should not have been granted and that the opposing side have suffered a loss, the Claimant has sufficient funds to meet any damages awarded. This requires a claimant to give a cross-undertaking as to damages. Obviously the Borough have considerable funds and could meet any damages awarded, however I am advised by the Borough's legal advisers that when seeking injunctive relief against Persons Unknown, a cross undertaking is not good practice.

Conclusion:

55. I trust the Court has gained a flavour of the enormity of the problem the Borough is faced with on so many different levels and in so many different spheres. The hours expended on the occupation by persons who have no regard for others and persist with

their bad conduct is hundreds if not thousands of hours the cost to the Borough is tens, if not hundreds of thousands. This cannot go on, as if it does, the Borough will be so badly affected it may never recover financially and community relations wise. The proposed Order as per the draft attached to the Draft Injunction is seen as a hopeful and positive step in the fight back against the abuse experienced by the Borough at the hands of the Travellers.

56. I do hope the Court finds favour with the application and agrees to the order as proposed, which as the Court will appreciate does not mean unknown persons cannot come into the Borough but does mean they cannot make any camp on Borough Green Spaces as per the sites numbered on Map 1
57. In all the circumstances the Borough respectfully seeks the Order requested.
58. I confirm the contents of this Witness Statement is true.



CHRIS GASCOIGNE

Dated 31st day of October 2018

IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION

Claim No.

IN THE MATTER OF SECTION 222 LOCAL GOVERNMENT ACT 1972 AND
SECTION 187B OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND
SECTION 130 OF THE HIGHWAYS ACT 1980

BETWEEN:

HERTSMERE BOROUGH COUNCIL

Claimant

-and-

PERSONS UNKNOWN OCCUPYING LAND AND / OR
DEPOSITING WASTE ON LAND

Defendant

EXHIBIT "CG1"

This is Exhibit "CG1" referred to in the Witness Statement of Chris Gascoine dated 31
October 2018



CHRIS GASCOINE

Dated 31 October 2018



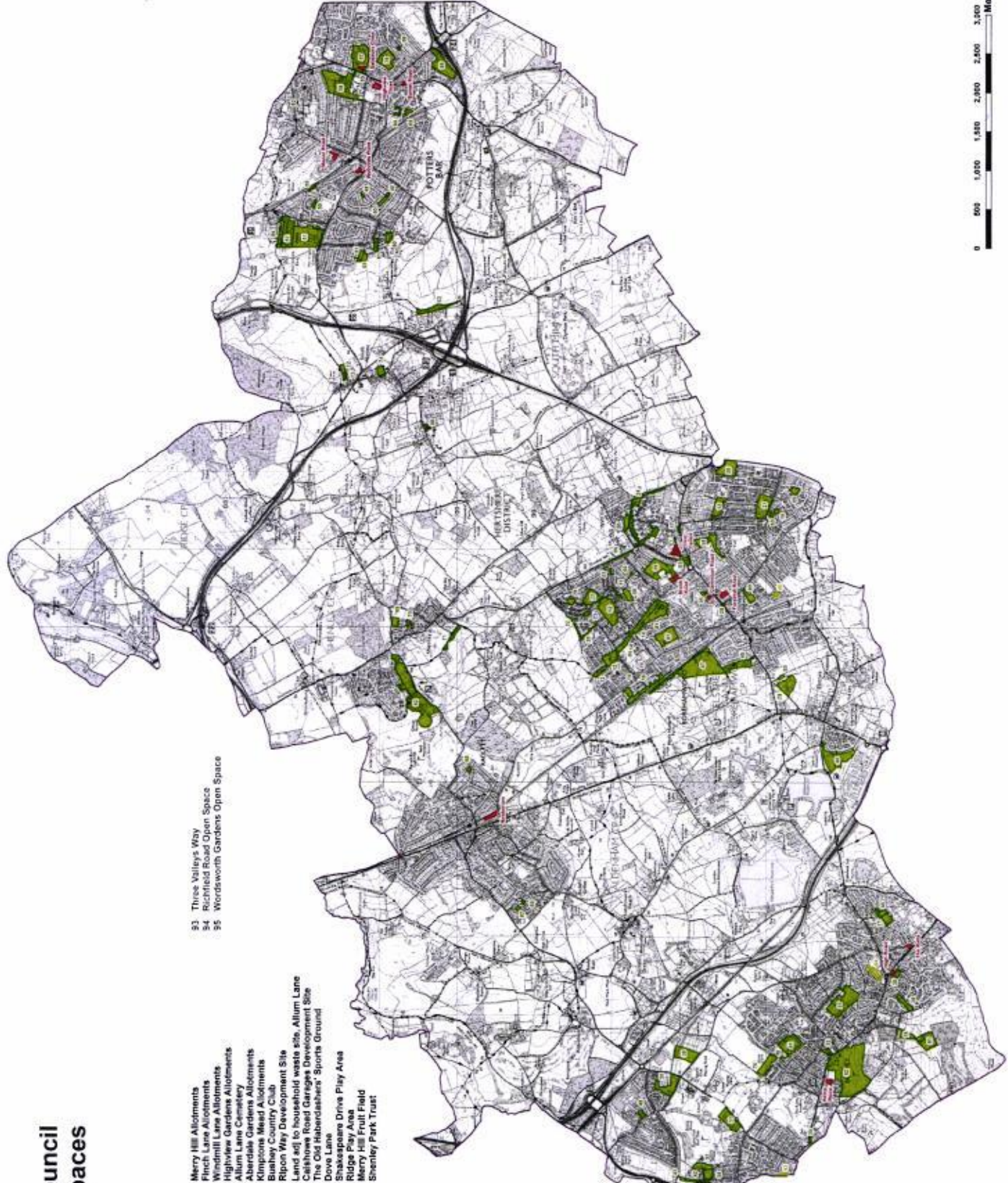
Hertsmere Borough Council Car Parks and Open Spaces

- Car Park
- Open Space
- Open Space to be Adopted

- 1 Aberford Park
- 2 Aycliffe Pitches
- 3 Bovehamwood Civic Centre and Car Park
- 4 Brook Meadow
- 5 Carrerton Park
- 6 Cowley Hill Amenity Greens
- 7 Crown Road Garages Open Space
- 8 Farmers Way Open Space
- 9 Grantham Green Open Space
- 10 Grove Road Garages Open Space
- 11 Haggerston Park
- 12 Kenilworth Park
- 13 Leeming Park
- 14 Maxwell Hillside Park
- 15 Meadow Park
- 16 Oaklands Corner Open Space
- 17 Organ Hall Embankment
- 18 Organ Hall Open Space
- 19 Potterswood Park
- 20 Ripon Park
- 21 Stapleton Road Garages Open Space
- 22 Station Path Amenity Green
- 23 Studley Woodland
- 24 The Camps Amenity Green
- 25 Thinkaliffe Nature Park
- 26 Town Centre Garden
- 27 Walsford Way Amenity Green
- 28 Boundary Green
- 29 Bushey Grove Leisure Centre
- 30 Bushey Rose Garden
- 31 Fishers Field Local Nature Reserve
- 32 Hartspring Meadow
- 33 Hillmead Nature Park
- 34 King George Recreation Ground
- 35 Little Bushey Lane
- 36 Mary Foredyke Garden & Warren Lake
- 37 Milbrook Road Open Space
- 38 Moorfield, Bushey
- 39 Park Avenue Amenity Land
- 40 Park Avenue Open Space
- 41 Windmill Lane Recreation Ground
- 42 Composers Park
- 43 Parkfields
- 44 Barodas Gardens Spinney
- 45 Bankery Wood
- 46 Fuzzfield (King George V Playing Fields)
- 47 Fuzzfield Wood Local Nature Reserve
- 48 Kincross Mead Nature Area
- 49 Lower Halfpenny Bottom Local Nature Reserve
- 50 Oakfield Close / Pinewood Drive
- 51 Oakmere Avenue Garages Open Space
- 52 Oakmere Park
- 53 Parkfield
- 54 Potters Bar High Street War Memorial
- 55 Rushfield
- 56 Shillitoe Avenue
- 57 St Michaels Way Open Space
- 58 Wash Lane Common
- 59 Willow Way / Hyde Avenue Open Spaces
- 60 Willow Way Open Space
- 61 Batters Green Drive - Phillimore Court
- 62 Phillimore Place - Amenity Green
- 63 Williams Way
- 64 Willcrest Open Space
- 65 Mead Road Open Space
- 66 Woodhall Lane Spinney
- 67 Brookside Meadow
- 68 Brookside Woodland
- 69 Giltstead

- 75 Merry Hill Allotments
- 76 Finch Lane Allotments
- 77 Windmill Lane Allotments
- 78 Highview Gardens Allotments
- 79 Allum Lane Cemetery
- 80 Aberdale Gardens Allotments
- 81 Kimpsons Mead Allotments
- 82 Bushey Country Club
- 83 Ripon Way Development Site
- 84 Land adj to household waste site, Allum Lane
- 85 Calshove Road Garages Development Site
- 86 The Old Haberdashers' Sports Ground
- 87 Dove Lane
- 88 Shakespeare Drive Play Area
- 89 Ridge Play Area
- 90 Merry Hill Fruit Trst
- 91 Shenley Park Trst
- 92

- 93 Three Valleys Way
- 94 Richfield Road Open Space
- 95 Wordsworth Gardens Open Space



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IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION

Claim No.

IN THE MATTER OF SECTION 222 LOCAL GOVERNMENT ACT 1972 AND
SECTION 187B OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND
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BETWEEN:

HERTSMERE BOROUGH COUNCIL

Claimant

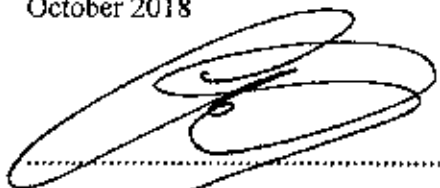
-and-

PERSONS UNKNOWN OCCUPYING LAND AND / OR
DEPOSITING WASTE ON LAND

Defendant

EXHIBIT "CG2"

This is Exhibit "CG2" referred to in the Witness Statement of Chris Gascoine dated 31
October 2018



CHRIS GASCOINE

Dated 31 October 2018

Unauthorised Encampments in Parks and Open Spaces

23/10/2018

No.	Year	Date Altered Site	Encampment Details				Estimated Cost of Encampment						
			Departure Date	No. Days (working week)	No. Days (weekend days)	Total Days	Env Health Officers Costs	Other Officers (Housing/Legal)	Legal Costs	Balliff Costs	Clean Up Costs	Ground Restoration Costs	Total Cost
1	2018-19	24/05/2018	Land opposite Golf Close, Bushey	7	2	9	972	190	-	2,500	92	16,300	20,254
2	2018-19	01/06/2018	King George Recreation Ground, Bushey	4	2	6	648	190	-	250	92	652	1,832
3	2018-19	06/06/2018	Little Bushey Lane, Bushey	7	2	9	972	190	-	-	92	-	1,754
4	2018-19	08/06/2018	partfield (Billow Lows Lane), Potters Bar	6	2	8	864	190	-	-	92	-	1,146
5	2018-19	27/06/2018	Ripon Park, Borehamwood	5	2	7	756	190	-	5,000	92	-	6,038
6	2018-19	04/07/2018	Brook Meadow Recreation Ground, Borehamwood	5	2	7	756	190	-	-	92	-	1,038
7	2018-19	11/07/2018	Meadow Park, Borehamwood	5	2	7	756	190	-	-	92	-	1,038
8	2018-19	17/07/2018	Potterswood Park (Denham Way), Borehamwood	6	2	8	864	190	-	-	92	-	1,146
9	2018-19	04/08/2018	Ripon Park, Ripon way, Borehamwood	3	2	5	650	190	-	-	92	-	932
10	2018-19	20/08/2018	Brook Meadow Recreation Ground, Belford Road, Borehamwood	7	2	9	972	190	-	-	92	-	1,254
11	2018-19	28/08/2018	Ripon Park, Ripon way, Borehamwood	1	0	1	650	190	-	-	92	-	932
12	2018-19	28/08/2018	Kenilworth Park, Kenilworth Drive, Borehamwood	5	2	7	756	190	-	-	92	-	1,038
13	2018-19	04/09/2018	Ripon Park, Ripon way, Borehamwood	3	0	3	650	190	-	-	92	-	932
14	2018-19	06/09/2018	Brook Meadow Recreation Ground, Belford Road, Borehamwood	4	2	6	648	190	-	-	92	-	930
15	2018-19	11/09/2018	Ripon Park, Ripon way, Borehamwood	1	0	1	650	190	-	5,000	204	-	6,014
16	2018-19	20/09/2018	Ripon Park, Ripon Way, Borehamwood	4	2	6	648	190	-	-	92	40,000	40,930
17	2018/19	12/10/2018	Ripon Park, Ripon way, Borehamwood	0	0	0	282	-	-	-	-	-	-
							12,494	3,040	-	12,750	1,584	57,152	87,020

Cost of Security Improvements

Site	Work Undertaken	Cost
Park Avenue, Bushey	Fencing	16,500
King George Recreation Ground	Replacing bollards	652
Meadow Park	Security to stop encampments while contractors on site	2,592
Ripon Park Borehamwood	Installation of bollards	40,000
Total Cost of Works Undertaken		59,744

IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION

Claim No.

IN THE MATTER OF SECTION 222 LOCAL GOVERNMENT ACT 1972 AND
SECTION 187B OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND
SECTION 130 OF THE HIGHWAYS ACT 1980

BETWEEN:

HERTSMERE BOROUGH COUNCIL

Claimant

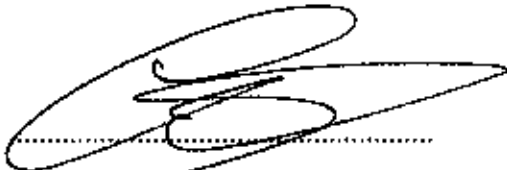
-and-

PERSONS UNKNOWN OCCUPYING LAND AND / OR
DEPOSITING WASTE ON LAND

Defendant

EXHIBIT "CG3"

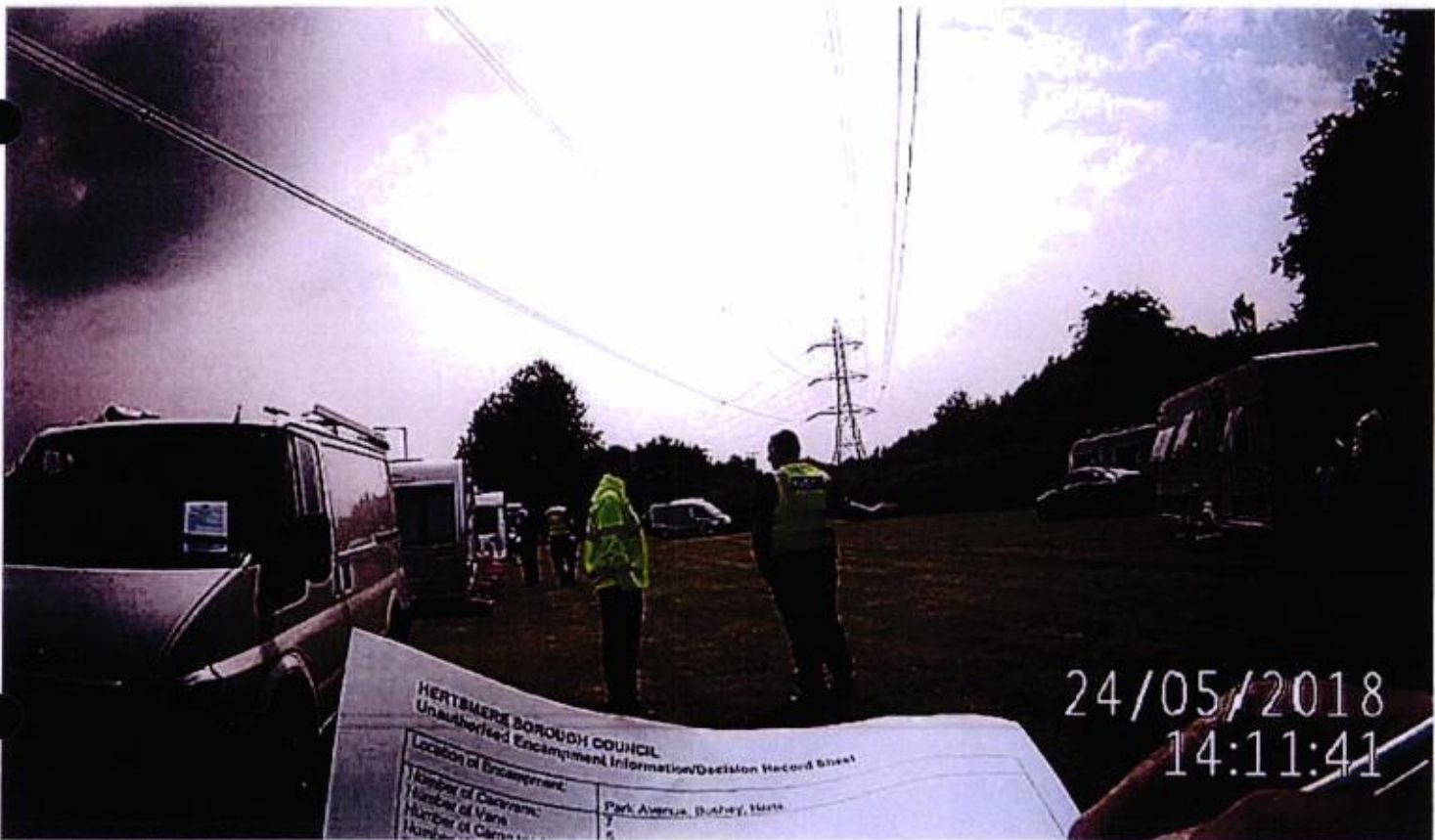
This is Exhibit "CG3" referred to in the Witness Statement of Chris Gascoine dated 31
October 2018

A handwritten signature in black ink, appearing to be 'Chris Gascoine', written over a horizontal dotted line.

CHRIS GASCOINE

Dated 31 October 2018

①. GOLF CLOSE, BUSHEY
24/5/18



② KING GEORGE RECREATION GROUND
BUSHY.

1/6/18



③ No Photo Taken

HAND ON NORTH EAST SIDE
OF LITTLE BUSHEY LANE.

7/6/18

④

LAND ON SOUTH SIDE OF BILLY LOWS LAKE.

POTTER BAR

8/6/18



⑤ RIPON PARK BOREHAMWOOD

27/6/18



(6). BROOK MEADOW RECREATION

GROUNDS - BOREHAMWOOD

4/7/18.



⑦

MEADOW PARK BOREHAMWOOD

11/7/18



8

POTTERSWOOD PARK
DENHAM WAY

BOREHAMWOOD

17/7/18



⑨. RIPON PARK BOREHAMWOOD

4/8/18



10

BROOK MEADOW RECREATION

GROUND

20/8/18



11

RIPON PARK BOREHAMWOOD

28/8/18



⑫ KENILWORTH PARK

BOREHAMWOOD

28/8/18



28.08.2018

⑬ . RIFON PARK - BOREHAMWOOD

4/9/18



14

BROOK MEADOW

RECREATION GROUND

BORHAMWOOD.

4/9/18



15

RIPON PARK

BOREHAMWOOD

11/9/18



16.

RIPON PARK

BOREHAMWOOD

20/9/18



IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION

Claim No.

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BETWEEN:

HERTSMERE BOROUGH COUNCIL.

Claimant

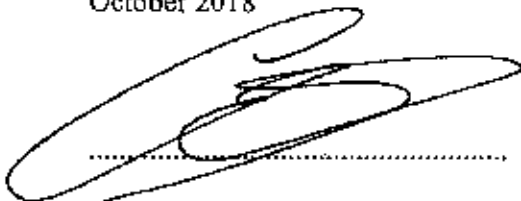
-and-

PERSONS UNKNOWN OCCUPYING LAND AND / OR
DEPOSITING WASTE ON LAND

Defendant

EXHIBIT "CG4"

This is Exhibit "CG4" referred to in the Witness Statement of Chris Gascoine dated 31
October 2018



.....

CHRIS GASCOINE

Dated 31 October 2018

REQUEST FOR SERVICE PRINT - REFERENCE 18/00578/PHTRIN

Produced on 03/10/18

UPRN: 010013906925 Date Recd: 24 May 2018
 Category: General Request Time Recd: 09:32
 Type: Public Health - Traveller Incursion Out of Hours?
 Input by: Stacie Cherry
 Input Date: 24 May 2018

Request about:
 Site Address: Street Record, Park Avenue, Bushey, Hertfordshire,

Requestor: [Redacted] Source: Telephone
 Address: [Redacted] Status: Under Investigation
 Bushey Type: Member of public
 Hertfordshire
 Home Phone:
 Work Phone:
 Mobile: [Redacted]
 Email:

Details: Travellers in Park Avenue. Second time it has happened in a year. Asks why it's been allowed to happen again i.e. why wasn't the land secured?

Passed to:	Response	Target	Actual
Team: Environmental Protection	Resolution	31 May 2018	24 May 2018
		24 Jul 2018	

Date	Officer	Visit/Action	Notes
24 May 2018	Stacie Cherry	General - Telephone contact	24/05/18 at 15:32 by staciec Called complainant and provided her with an update re notice, possible court summons etc.

REQUEST FOR SERVICE PRINT - REFERENCE 18/00576/PHTRIN

Produced on 03/10/18

UPRN:	010013912036	Date Recd:	24 May 2018
Category:	General Request	Time Recd:	09:16
Type:	Public Health - Traveller Incursion	Out of Hours?	
Input by:			
Input Date:	24 May 2018		
Request about:	Green Belt Land		
Site Address:	STREET RECORD, Park Avenue, Radlett, Hertfordshire,		
Requestor:		Source:	Telephone
Address:		Status:	Under Investigation
		Type:	Member of public
		Home Phone:	
		Work Phone:	
		Mobile:	
		Email:	
Details:	Travellers are on a piece of green belt land at the bottom of Park Avenue, Bushey by Greatham Road. There are 6 vans at present. This is a repeat of this time last year. The complainant said they have easy access as there is a flimsy wire that they cut. The complainant request that a proper fence be erected as the cost of a fence is lower than the clean up operation		

Passed to:	Gavin Burns	Response	Target	Actual
Team:	Environmental Protection	Resolution	31 May 2018	24 May 2018
			24 Jul 2018	

Date	Officer	Visit/Action	Notes
29 May 2018	Gavin Burns	General - Visit see notes	29/05/18 at 17:58 by gavinb Summons received from Court. Taken to site and issued at 16:15. Eight caravans and eight motor vehicles present.
25 May 2018	Harry Tuck	General - Visit see notes	25/05/18 at 15:33 by gavinb Caravans still present.
24 May 2018	Gavin Burns	General - Visit see notes	25/05/18 at 15:31 by gavinb Section 77 Directions served on 12 vehicles at 14:20. Police in attendance.

REQUEST FOR SERVICE PRINT - REFERENCE 18/01099/PHTRIN

Produced on 03/10/18

UPRN:	010013914454	Date Recd:	23 Jul 2018
Category:	General Request	Time Recd:	09:52
Type:	Public Health - Traveller Incursion	Out of Hours?	
Input by:	Stacie Cherry		
Input Date:	23 Jul 2018		
Request about:	Travellers		
Site Address:	Car Park Off, Denham Way, Borehamwood, Hertfordshire, WD8 5RJ		
Requestor:	[REDACTED]	Source:	Via Customer Service
Address:	Borehamwood	Status:	Closed
	[REDACTED]	Type:	Member of public
		Home Phone:	
		Work Phone:	
		Mobile:	[REDACTED]
		Email:	[REDACTED]
Details:	Email of internet form received via Customer Services - Notification of other issues Travellers have set up home in the Carpark of the Park in denham way, studio way, borehamwood creating a mess and local residents distress.		

Passed to:	Stacie Cherry	Response	Target	Actual
Team:	Environmental Protection	Resolution	30 Jul 2018	23 Jul 2018
			23 Sep 2018	23 Jul 2018

Date	Officer	Visit/Action	Notes
23 Jul 2018	Stacie Cherry	General - No Further Action	23/07/18 at 10:00 by staciec At time of receiving email, travellers have now moved on. Log only.

Comments, Complaints and Compliments recorded on 3Cs system regarding Travellers

22/6/17

- **Ref 2579**

Gypsy caravan and 2 horses pitched in Oakmere Park. Surely this is illegal? Furthermore, more caravans were seen at Oakmere Park's carpark yesterday evening, possibly looking for potential sites!

- **Ref 2580**

The arrival of Travelers with their caravans and horses in Oakmere park which is preventing the use of this open green space by local residents and dog walkers. Having contacted the local police who have told me the council are aware of the situation I would like to know when they are going to be moved as the horses are already causing damage to the area.

11/8/17

- **Ref 2622**

Not sure how to report this but Gypsies have appeared on green land on Park Rd near corner of Link Rd. About 3 caravans were there at 1pm today. They are hanging washing over the fence along the footpath.

21/8/17

- **Ref 2628**

Travellers moved into Brook Meadow park between Allerton and Aycliffe Road on Thursday or Friday last week. Already they have thrown rubbish in to the brook, they've been defecating in the bushes and to top it all my daughter, who was walking through the park heard them discussing having sex with a 15 year old girl.

Could you tell me what action is being taken to remove them - this is the second lot we've had this year - and what steps will be taken to ensure travellers can't gain access to the park in future?

2/6/18

- **Ref 2901**

We also have a ring of travellers in the park, should they be there as there is nothing I show any event is happening?

5/6/18

- **Ref 2912**

Resident called to complain about the caravans in King Georges Park, and wants to know why are we not locking the gates and replacing the post which they removed to gain access as it is allowing them on and off the site. I explained the process we are following to have them removed but he still wants an email response as to what action we will then be taking to keep them off

14/8/18

- Ref 3002

Very often residents are critical of local government services but I must praise the efficient and thorough way Ripon Park was cleared after several traveller families decided to use our local facilities as a dumping ground. Well done.

What steps are you taking to ensure that these traveller families cannot occupy our open spaces and blight local communities with their fly tipping and antisocial behaviour?

21/8/18

- Ref 3012

After so many years travellers coming to Borehamwood they are appearing to do whatever they please over and over again and which appears to be helped by Hertsmere Council example Meadow Park is protected and only way in through gates. Every time the travellers have been here the gates have conveniently been left open for the travellers to gain access to Meadow Park. This problem has gone on for far too long now and it becoming an embarrassment to the people of Borehamwood. Problem is so easily solved as the travellers never gain access to Tempsford Park as it has been protected from this problem happening to it. All the council has to do is visit Tempsford Park and copy what has been done to the other parks in Borehamwood and problem solved. They have had this problem in Bricketwood and other local areas and they have done the same as Tempsford Park and protected with barriers, posts, pillars etc This is really an easy problem to stop happening but you really have to stop it from wanting to happen and the majority of people in Borehamwood feel that our council really don't want to stop it happening.

28/8/18

- Ref 3021

Compliment to you for clearing the huge mess that was left by the travellers on Ripon Way in the early part of August. Unfortunately Travellers have ARRIVED AGAIN on the 27/28 August on Ripon Way. Can you not put up some form of barriers to stop this happening. These new Travellers have pitched their vans, cars, caravans and tents once again on the Childrens football playing area, they urinate in the clump of trees and are noisy.

3/9/18

- Ref 3033

There are travellers who are using the parks as their land, they leave behind rubbish and even old broken down furniture with no disregard for others. They were in the park on manor way, then they moved to another place and now they're in Kenilworth park! The fact that they're allowed to just use that park for their own means is not good, Borehamwood should be better than that. Why can't they just use the land that was given to them by Morrisons? Please fix this!

6/9/18

- **Ref 3039**

Travellers defecating in public park land. I appreciate the environmental team has this in hand but am unsure why it takes this long to remove them from our parks and open space areas. Is urinating in public not a criminal offence?

This must also surely be of high risk with regards to Health and safety to the general public, even more so for the local resident children using these facilities.

7/9/18

- **Ref 3042**

Travellers with caravans on Brook Meadow again, please build a metal fence or metal posts or even dig a ditch around park the park so they cannot drive on park.

It is about time you was pro active as this will be the 3rd time in the last 6 weeks they have stayed on this park??

Please support and help the rate paying law abiding community?

- **Ref 3043**

I live in Sinderby Close Borehamwood and this is the 5/6 time we have had gypsies in Brook Meadow park this year right outside my house this is an absolute joke not only are the police not doing anything because apparently it's down to the council to sort it out you don't seem to be doing much either there driving around the park in their cars under age but when the police are called once again I'm told it's down to the council their dogs are roaming free there hanging there washing on the swings and slide so the children can't go in there and I pay full rent and council tax plus being a single parent the street light don't work and when it does it's not worth having because it's so dim why exactly am I paying you for when I've got scum like that for neighbours I don't suppose you would like them for your neighbours so why should I have them for mine it's lovely opening the blinds in the morning to see grown men going to the toilet I shouldn't have to put up with this you charge enough rent for the privilege of living here yet don't seem to be in a hurry to sort the situation your very quick to send out letters if a payment is late though but not so in this case there generators are on all night as well so you can't sleep I have to leave my house empty to go to work no CCTV or alarms as I'm here on my own with my children so that is something I can't afford I've also told my family and friends that if there isn't a parking space in my close they can park in the park seeing as the gypsies seem to be allowed we pay our way so we should be allowed to I wouldn't mind but they pay nothing for anything we shouldn't have to put up with this it's disgusting I'm upholding my tenancy agreement but Hertsmere Council are not if the shoe was on the other foot I would be evicted wouldn't I

- **Ref 3044**

Please can we have some barriers to protect our parks and open spaces from the abundance of travellers that we seem to be getting in the borough. This is unnerving for most people and stops local residents being able to use these areas. I have lived in this borough most of my life and I don't feel safe when travellers are in the parks. Thank you.

10/9/18

- **Ref 3050**

Re King Georges playing field, Kenilworth Drive, Borehamwood. When is all the rubbish left by the travellers going to be removed and the excrement washed away? Are the council going to place concrete blocks to prevent them from returning? I'd have thought this was much more important than grass cutting which is going on today (or are you responding to complaints from the travellers regarding the length of the grass?)

20/9/18

- **Ref 3073**

How much did it cost the council to remove the recent travellers from Ripon Park by way of legal fees, time and clean-up services?

You say it will cost £40,000 to install preventative measures in the park which is too costly. I suspect it wont be long before you exceed this amount by repeating the same eviction process time after time

IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION

Claim No.

IN THE MATTER OF SECTION 222 LOCAL GOVERNMENT ACT 1972 AND
SECTION 187B OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND
SECTION 130 OF THE HIGHWAYS ACT 1980

B E T W E E N :

HERTSMERE BOROUGH COUNCIL

Claimant

-and-

PERSONS UNKNOWN OCCUPYING LAND AND / OR
DEPOSITING WASTE ON LAND

Defendant

EXHIBIT "CG5"

This is Exhibit "CG5" referred to in the Witness Statement of Chris Gascoine dated 31
October 2018



CHRIS GASCOINE

Dated 31 October 2018



HERTFORDSHIRE

CONSTABULARY

Date - 26th October 2018

Tel.01707 806666

Stephen.O'keeffe@herts.pnn.police.uk

Re – Police supporting letter for Hertsmere council concerning unlawful traveller incursions/encampments.

I am the senior police officer responsible for policing in the Hertsmere district within Hertfordshire.

I am submitting this letter to provide support and context to the experienced impact on unlawful traveller incursions within Hertsmere within the last two years.

The police can invoke police powers in specific circumstances, however such circumstances will be very rare due to the police adherence to the European Convention of Human Rights (Art. 8), the police Code of Ethics and the frequent impact of children being present often with adults with medical needs on such sites. Therefore the statutory responsibility of civil trespass falls to the local council to seek remedy through the civil courts allowing engagement and representation with those affected.

In the year 2017 I noted increased crime directly linked to traveller incursions, very significant increases in fly tipping within Hertsmere and a significant impact on the local community. These concerns were reflected in letters to the local MP, articles in the press, letters of complaint directly to police and comments on social media.

In the year 2018 I have seen some criminality directly linked to traveller incursions, some minor instances of fly tipping but a very significant increase in the impact on the local community with an increase of the fear of crime, dissatisfaction towards authorities for a perception of inaction to resolve the incursions and comments indicating denial of access to community parks when such incursion occur.

I have recorded one hate crime in the summer of 2018 when unknown offenders targeted a traveller caravan parked on an illegal encampment and thrown stones at it. This was recorded and investigated as a hate crime towards the travellers.

On balance I would highlight two incursions in Potters Bar on the Park Field site and the Rail way station car park – then subsequently the Elm Court community centre car park, where the traveller engaged with the local community and made noticeable positive efforts to clear up the sites before leaving when directed.

I would describe community concerns across Bushey, Borehamwood and Potters Bar as very significant concerning illegal traveller incursions.

I am sighted on nearby districts utilising civil powers for pre-emptive bans and non-specific location bans to prevent and deter incursions. I believe these to be effective and have noted comments from travellers that Hertsmere “*is an easy area to camp up in*” with perceptions of a slow response from authorities. This is partially relevant with instances occurring just before bank holidays.

Recognising the rights of those involved in the incursion I feel it right and proper to provide this letter supporting Hertsmere council in seeking alternative tried and tested methods within civil law to protect the rights and privileges of local residents and business in the area as well as those involved in the traveller incursions. I am also cognitive that the council response to such incursion have impacted greatly with the financial burden of clear up costs and legal fees.

Hertsmere police has an effective relationship with Hertsmere council will continue to work in partnership to respond to such traveller incursion and seek out problem solving approaches to prevent incidents.

Yours sincerely,

Steve O'Keeffe

Chief Inspector Steve O'Keeffe
Borehamwood Police Station
Hertfordshire
Hertsmere Community Safety Partnership

IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION

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SECTION 130 OF THE HIGHWAYS ACT 1980

BETWEEN:

HERTSMERE BOROUGH COUNCIL

Claimant

-and-

PERSONS UNKNOWN OCCUPYING LAND AND / OR
DEPOSITING WASTE ON LAND

Defendant

EXHIBIT "CG6"

This is Exhibit "CG6" referred to in the Witness Statement of Chris Gascoine dated 31
October 2018



.....
CHRIS GASCOINE

Dated 31 October 2018

Event Schedule 2018

MARCH

30/03/18 - Easter Egg Hunt - King George Rec - 11.00 - 13.00 - Friends Group

APRIL

01/04/18 - Arsenal Family Festival - 10.00 - 12.00

03/04/18 - EASTER EGG HUNTS - ROSE GARDEN - 12:00 - 16:00

04/04/18 - EASTER EGG HUNTS - ABERFORD PARK - 12:00 - 16:00

05/04/18 - BMX Bike Skills - ABERFORD PARK - 10.00 - 16.00 Leecliffe Big Local

06/04/18 - EASTER EGG HUNTS - OAKMERE PARK - 12:00 - 16:00

MAY

15/05/18 - St. Hilda's Running Practice 09.00-15.00

16/05/18 - St. Hilda's Running Practice 12.00-18.00

31/05/18 - BMX Bike Skills - ABERFORD PARK - 10.00 - 16.00 Leecliffe Big Local

JUNE

03/06/2018 - Mary Bosdyke - Acoustic Event

22/06/2018 - King George Rec - Charity Dog Show - to be confirmed by Rob

24/06/2018 - Allum Lane Cemetery, Co-op Remembrance Service 14.00

24/06/2018 - Meadow Park - Brass Band - EBTC - 14.00 - 17.00

28/06/2018 - King George Rec Ground - Family Picnic - 12.00 to 14.30

JULY

01/07/18 - Spire 10km Run - King George

07/07/18 - Music In the Rose Garden - 19.00 -21.00

08/07/18 - Meadow Park - Brass Band - EBTC - 14.00 - 17.00

08/07/18 - Bushey Festival "Music Festival" - King George 12:00 - 22:00

- 09/07/18 to 16/07/18 - Furze Field Funfair
- 10/07/18 - Just Eat Rounders Match - Maxwell/Hillside - 14.00 -17.00
- 14/07/18 - Community Fair Millbrook Open Space - 12.00 - 18.00
- 15/07/18 - Meadow Park - Brass Band - EBTC - 14.00 - 17.00
- 15/07/18 - FOKG Dog Show -King George -
- 21/07/18 - Allotment Watch in Bushey - 09.30
- 22/07/18 - Meadow Park - Brass Band - EBTC - 14.00 - 17.00
- 22/07/18 - School Leaving Party - King George Rec - to be confirmed by Rob
- 28/07/18 - Movies in the Park – KING GEORGE- 15.00 & 19:00
- 29/07/18 – UNSIGNED AND UNPLUGGED – ROSE GARDEN – 13:00 - 19:00

AUGUST

- 03/08/18 – Meadow Park Opening Event
- 03/08/18 - Movies in the Park – Boreham Wood – Meadow Park - 15:00 & 19.00
- 04/08/18 - Movies in the Park - POTTERS BAR - OAKMERE PARK - 15.00 & 19.00
- 07/08/18 - Beat the Goalie - ABERFORD PARK - Leecliffe Big Local - 11.00 - 15.00
- 09/08/18 - Beat the Goalie - ABERFORD PARK - Leecliffe Big Local - 11.00 - 15.00
- 09/08/18 to 14/08/18 - Meadow Park Fair
- 10/08/18 - TEDDY BEAR PICNIC - KING GEORGE – 12:00 – 15:00
- 10/08/18 - Family Sports Day for HCC Intensive Family Support Team - Aycliffe Park - 11.00 - 15.00
- 12/08/18 - New Life Assembly Picnic - Potterswood Park - 12.00 -17.00
- 13/08/18 to 19/08/18 - King George Funfair
- 14/08/18 - Circus Skills - ABERFORD PARK - 11.00 - 15.00 Leecliffe Big Local
- 17/08/18 - Percussion in the Park - Bushey Rose Garden - 13.00 to 14.00
- 21/08/18 – Fun in the Parks – Oakmere Park – 12pm – 3pm
- 22/08/18 – Fun in the Parks – Meadow Park – 12pm – 3pm
- 23/08/18 – Fun in the Parks – King George – 12pm – 3pm

24/08/18 – Fun in the Parks – Ripon Park – 12pm – 3pm

29/08/18 - BMX Bike Skills - ABERFORD PARK - 10.00 - 16.00 Leecliffe Big Local

SEPTEMBER

09/09/18 – Family Picnic - Fishers Field – 12.00 - 15.00

22/09/18 - BMX Racing - AYCLIFFE - 10.00 - 18.00 Leecliffe Big Local

OCTOBER

28/10/18 – Halloween Event – King George –

NOVEMBER

02/11/18 – Interfaith Planting and Cleanup - Maxwell/Hillside Park – 10.00 -12.00

05/11/18 – Firework Display – Meadow Park – 18.00-19.00

DECEMBER

8/12/18 – Christmas Event in Mary Forsedyke

8/12/18 – Christmas Event at Oakmere Park

16/12/18 - Christmas in the Rose Garden

Yoga at BRG 2nd May – 29th August 2018 18.00 to 19.00

Rugbytots at King G - 2nd June - 28th August Mornings

Football Coaching for People with Learning Difficulties at King G - 21st June onwards.....

Junior Parkrun at King G - 9.00 Every Sunday starting 15 September 2018

Braids in the Park - Aberford - 12.00 to 18.00 Every Friday 27.07 to 31.08

WMSM - Learn to Run - Bushey Grove - 19.00 to 20.00 - 3 September - weekly for 8 weeks

WMSM - Learn to Run - Oakmere - 19.00 to 20.00 - 4 September - weekly for 8 weeks

Farmers Market - King George Rec - 10.00 to 15.00 – 5, 12 and 17 August

IN THE HIGH COURT OF JUSTICE

Claim No.

QUEEN'S BENCH DIVISION

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BETWEEN:

HERTSMERE BOROUGH COUNCIL

Claimant

-and-

PERSONS UNKNOWN OCCUPYING LAND
AND / OR DEPOSITING WASTE ON LAND

Defendant

WITNESS STATEMENT OF CHRIS GASCOINE

Civic Offices,
Elstree Way,
Borehamwood,
Herts.,
WD6 1WA

Statement filed on behalf of the Claimant
Deponent: Andy Philippou
Statement No: One
Exhibits: One

IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION

Claim No.

IN THE MATTER OF SECTION 222 LOCAL GOVERNMENT ACT 1972
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DEPOSITING WASTE ON LAND

Defendant

STATEMENT OF SERVICE

I, Andy Philippou of Global Investigation Services, Proprietor & Process Server acting under the direction of the Legal Services Department, Hertsmere Borough Council, Civic Offices, Elstree Way, Borehamwood, Hertfordshire WD6 1WA; say as follows;

1. That I am over sixteen years of age.
2. That I have been employed in my capacity as a process server as directed in the Injunction Order of Mr Justice Spencer Sealed 01 November 2018 for the purpose of service to be effected upon the 94 sites listed on the attached map to the aforementioned Injunction Order and under Section 17 of said Order under 'Undertakings' to notify The London and Gypsy Travellers Group of the terms of the Injunction Order and of the Return Day of 17 January 2019 at 10.30.am.
3. That having being instructed to effect service of the aforementioned Injunction Order and accompanying map giving reference to the sites, I did receive from the Claimant Solicitor laminated A3 double sided sheets containing copies of an Injunction Order of Mr Justice Spencer Sealed 01 November 2018 and an Ordnance Survey Map of Hertsmere Borough Titled 'Hertsmere Borough Council Car Parks and Open Spaces'; a true copy of which is exhibited hereto as 'Exhibit A'.

The aforementioned copies of the A3 laminated Injunction Order & Ordnance Survey Map of Hertsmere Borough being 'hole punched' and affixed with cable ties in a prominent position as ordered to where possible, posts, palisade fencing, fencing and in the absence of a prominent position for affixing 'stakes' prominently placed at the named sites.

4. That I did on Tuesday 06 November 2018 between the hours of 09.15 to 11.45 served A3 laminated copies of the aforementioned Injunction Order and accompanying Ordnance Survey Map of Hertsmere Borough as follows;

- (1) Borehamwood Civic Centre & Car Park, 3 copies
- (2) Shakespeare Drive Play Area, 2 copies
- (3) Meadow Park, 4 copies
- (4) Brook Meadow, 4 copies
- (5) Ripon Park, 4 copies
- (6) Kenilworth Park, 4 copies
- (7) Composers Park, 4 copies
- (8) King George Recreation Ground, 3 copies

That I did on the same date at approximately 12.30 attend the address supplied for the London Gypsies and Travellers of Mildmay Community Centre, Woodville Road, Stoke Newington, London N16 8NA. After having introduced myself and the nature of my attendance to the receptionist at the aforementioned address, I did at approximately 12.35 in the first floor offices of the address attend meet and personally serve Debbie Kennet representative of the London Gypsies and Travellers with an Injunction Order of Mr Justice Spencer Sealed 01 November 2018 and an Ordnance Survey Map of Hertsmere Borough Titled 'Hertsmere Borough Council Car Parks and Open Spaces'. That at the time of service I pointed out the terms of the aforementioned Injunction Order and Return Day of 17 January 2018 at 10.30.

- (9) The London Gypsies and Travellers, Mildmay Community Centre, Woodville Road, London N16 8NA.

5. That I did on Thursday 08 November 2018 between the hours of 08.30 to 19.00 served A3 laminated copies of the aforementioned Injunction Order and accompanying Ordnance Survey Map of Hertsmere Borough as follows;

- (10) Aberford Park, 4 copies
- (11) Thirskcliffe Nature Park, 4 copies
- (12) Walshford Way Amenity Green, 4 copies
- (13) Caishowc Road Garages Development Site, 4 copies
- (14) Cowley Hill Amenity Greens, 12 copies
- (15) Crown Road Garages Open Space, 4 copies
- (16) Crown Road Open Space, 2 copies
- (17) Aycliffe Pitches, 4 copies
- (18) Leeming Park, 6 copies
- (19) Organ Hall Embankment, 2 copies
- (20) Organ Hall Open Space, 3 copies
- (21) Stapleton Road Garages Open Space, 3 copies

- (22) Stilton Path Amenity Green, 2 copies
- (23) Studio Way Woodland, 3 copies
- (24) Potterswood Park, 4 copies
- (25) Farriers Way Open Space, 4 copies
- (26) Grantham Green Open Space, 4 copies
- (27) Tempsford Green, 4 copies
- (28) Grove Road Garages Open Space, 3 copies
- (29) The Champions Amenity Green, 4 copies
- (30) Maxwell Hillside Park, 4 copies
- (31) Allum Lane Cemetery, 2 copies
- (32) Allum Lane Spinney, 10 copies
- (33) Parkfields, 9 copies
- (34) Land Adjacent to Household Waste Site Allum Lane, 2 copies
- (35) Bushey Country Club, 3 copies
- (36) Bushey Rose Garden, 2 copies
- (37) Bushey Grove Leisure Centre, 3 copies
- (38) Shillitoe Avenue, 2 copies
- (39) Potters Bar High Street Memorial, 3 copies

6. That I did on Monday 12 November 2018 between the hours of 09.00 to 14.45 served A3 laminated copies of the aforementioned Injunction Order and accompanying Ordnance Survey Map of Hertsmere Borough as follows;

- (40) Furzefield (King George V Playing Fields), 4 copies
- (41) Furzefield Wood Local Nature Reserve, 3 copies
- (42) Kimptons Mead Allotments, 2 copies
- (43) Kimptons Mead Nature Area, 3 copies
- (44) Rushfield, 3 copies
- (45) Aberdale Gardens Spinney, 4 copies
- (46) Aberdale Gardens Allotments, 2 copies
- (47) Highview Gardens Allotments, 2 copies
- (48) Willow Way/Hyde Avenue Open Spaces, 2 copies
- (49) Willow Way Open Space, 2 copies
- (50) Oakfield Close/Pinewood Drive, 3 copies
- (51) Cranborne Crescent, 3 copies
- (52) Dove Lane, 3 copies
- (53) Oakmere Park, 3 copies
- (54) Parkfield, 9 copies
- (55) Oakmere Avenue Garages Open Space, 3 copies
- (56) Ripon Way Development Site, 2 copies
- (57) St. Michaels Way Open Space, 3 copies
- (58) Lower Halfpenny Bottom Local Nature Reserve, 3 copies
- (59) Wash Lane Common, 4 copies
- (60) Oaklands Corner Open Space, 4 copies
- (61) Merry Hill Allotments, 2 copies
- (62) Merry Hill Fruit Field, 2 copies
- (63) Windmill Lane Allotments, 2 copies
- (64) Finch Lane Allotments, 2 copies
- (65) Windmill Lane Recreation Ground, 4 copies
- (66) Park avenue Open Space, 4 copies

- (67) Park Avenue Amenity Land, 3 copies
- (68) Little Bushey Lane, 24 copies
- (69) Clarendon Park, 4 copies

7. That I did on Tuesday 13 November 2018 between the hours of 09.40 to 15.00 served A3 laminated copies of the aforementioned Injunction Order and accompanying Ordnance Survey Map of Hertsmere Borough as follows;

- (70) Brookside Meadow, 3 copies
- (71) Brookside Woodland, 4 copies
- (72) Glebeland, 4 copies
- (73) Mead Road Open Space, 2 copies
- (74) Hillcrest Open Space, 6 copies
- (75) Woodhall Lane Spinney, 4 copies
- (76) Shenley Park Trust, 18 copies
- (77) Ridge Play area, 2 copies
- (78) Williams Way, 3 copies
- (79) Battlers Green Drive – Phillimore Court, 3 copies
- (80) Phillimore Place – Amenity Green, 3 copies
- (81) The Old Haberdashers Sports Ground, 2 copies
- (82) Wordsworth Gardens Open Space, 4 copies
- (83) Hartspring Meadow, 6 copies
- (84) Three Valleys Way, 3 copies

8. That I did on Wednesday 14 November 2018 between the hours of 10.20 to 13.00 served A3 laminated copies of the aforementioned Injunction Order and accompanying Ordnance Survey Map of Hertsmere Borough as follows;

- (85) Berkceley Close, 3 copies
- (86) Millbrook Road Open Space, 5 copies
- (87) Fishers Park, 5 copies
- (88) Fishers Field Local Nature Reserve, 4 copies
- (89) Boundary Green, 3 copies
- (90) Hillmead Nature Park, 2 copies
- (91) Richfield Open Space, 5 copies
- (92) Mary Forsdyke Garden & Warren Lake, 4 copies
- (93) Moatfield Bushey, 16 copies
- (94) Haggerston Park, 8 copies
- (95) Town Centre Garden, 3 copies

9. That I did from approximately 19.30 on Friday 16 November 2018 to approximately 21.40 on Sunday 18 November 2018 re-visit the above listed sites in order to replenish where necessary any copies of the aforementioned Injunction Order of Mr Justice Spencer Scaled 01 November 2018 and an Ordnance Survey Map of Hertsmere Borough Titled 'Hertsmere Borough Council Car Parks and Open Spaces'; where necessary.

10. That there is now produced and shown to me, marked as Exhibit "A", copies of the documents that have been served on the Respondent, including the copy cover letter signed by the Respondent.

11. This statement is true to the best of my knowledge and belief and I make it knowing that, if it were tendered in evidence, I would be liable to prosecution if I wilfully stated in it anything which I know to be false or did not believe to be true.

Signed:

A handwritten signature in black ink, consisting of a large, stylized initial 'D' followed by a horizontal line and a small flourish.

Dated: 18/11/18

Statement filed on behalf of the Claimant
Deponent: Andy Philippou
Statement No: One
Exhibits: One

IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION

Claim No.

IN THE MATTER OF SECTION 222 LOCAL GOVERNMENT ACT 1972
AND SECTION 187B OF THE TOWN AND COUNTRY PLANNING ACT 1990
AND SECTION 130 OF THE HIGHWAYS ACT 1980

BETWEEN:

HERTSMERE BOROUGH COUNCIL

Claimant

And

**PERSONS UNKNOWN OCCUPYING LAND AND/OR
DEPOSITING WASTE ON LAND**

Defendant

EXHIBIT 'A'

Signed:



Dated: 18/11/18

Legal Services

Chief Executive Officer
London Gypsies and Travellers
Mildmay Community Centre
Woodville Road
London
N16 8NA

Your ref:
Our ref: CIVLIT003332
Direct line: 020 8207 7488
Ext: 2225
Email: chileme.hayes@hertsmere.gov.uk
Fax: 020 8207 7482
Date: 5 November, 2018

Dear Madam

RE: Hertsmere Borough Council –v- Persons unknown occupying land and/ or depositing waste on Land

I enclose by way of service an interim Injunction Order granted on 1 November 2018 on the application of Hertsmere Borough Council against persons unknown occupying land and/ or depositing waste on land.

Service upon you of this document is required by the Claimant's undertaking at paragraph (17) that the Claimant will notify the London Gypsy and Travellers Group of the terms of this Order and of the Return Day.

Paragraph (9) of the Order sets out the Return Day, the date of the next hearing, which is 17 January 2019 at 10:30 at The High Court, Royal Courts of Justice, Strand, London WC2A 2LL.

I would be obliged if you could kindly acknowledge receipt of this letter.

Yours faithfully,

Chileme Hayes,
Principal Solicitor

IN THE HIGH COURT OF JUSTICE

Claim No.

QUEEN'S BENCH DIVISION

MR JUSTICE SPENCER

IN THE MATTER OF SECTION 222 LOCAL GOVERNMENT ACT 1972 AND
SECTION 187B OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND
SECTION 130 OF THE HIGHWAYS ACT 1980

BETWEEN:



HERTSMERE BOROUGH COUNCIL

Claimant

-and-

PERSONS UNKNOWN OCCUPYING LAND AND / OR
DEPOSITING WASTE ON LAND

Defendant

INJUNCTION ORDER

PENAL NOTICE

IF YOU PERSONS UNKNOWN DISOBEY THIS ORDER OR INSTRUCT OR ENCOURAGE OTHERS TO BREACH THIS ORDER YOU MAY BE HELD IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED.

ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS PERSONS UNKNOWN TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED

POWER OF ARREST

THIS ORDER CONTAINS A POWER OF ARREST FOR BREACH OF PARAGRAPHS 1 TO 4 OF THIS ORDER PURSUANT TO SECTION 27 OF THE POLICE AND JUSTICE ACT 2006. ANY PERSON CAUGHT BREACHING PARAGRAPHS 1-4 OF THIS ORDER MAY BE ARRESTED AND BROUGHT BEFORE THE COURT

NOTE TO ARRESTING OFFICER

Where a Person Unknown Occupying Land and / or Depositing Waste on Land is arrested under the power given by Section 27 of the Police and Justice Act 2006:-

- A Person Unknown Occupying and / or Depositing Waste on Land shall be brought before the judge within a period of 24 hours beginning at the time of their arrest;
- A Constable shall inform the person on whose application the injunction was granted, forthwith where a Defendant is arrested under the power given by Section 27 of the Police and Justice Act 2006

Nothing in Section 27 of the Police and Justice Act 2006, shall authorise the detention of a Person Unknown Occupying and / or Depositing Waste on Land after the expiry of the period of 24 hours beginning at the time of arrest

In calculating any period of 24 hours, no account shall be taken of Christmas Day, Good Friday or any Sunday.

UPON HEARING COUNSEL FOR THE CLAIMANT AND THERE BEING NO NOTICE TO THE DEFENDANT

AND UPON READING THE PAPERS AND HEARING THE APPLICATION FOR AN INTERIM INJUNCTION ORDER PENDING THE FINAL INJUNCTION HEARING

AND UPON READING THE WITNESS STATEMENT LISTED AT APPENDIX A OF THIS ORDER

AND UPON ANYONE FROM THE GYPSY AND TRAVELLING COMMUNITY WHO WISHES TO ATTEND THE RETURN DAY BEING AT LIBERTY TO DO SO

AND UPON THE CLAIMANT UNDERTAKING TO NOTIFY THE LONDON GYPSY AND TRAVELLERS GROUP OF THE TERMS OF THIS ORDER

IT IS ORDERED THAT UNTIL FURTHER ORDER:

The Defendant as Persons Unknown Occupying Land and / or Depositing Waste on Land are forbidden from:

- (1) Setting-up an encampment on any Land identified on the attached Map on the 94 sites listed, without written permission from the Local Planning Authority, or planning permission granted by a planning inspector;
- (2) Entering and/or occupying any part of the Land identified on the attached Map on the 94 sites listed, for residential purposes (temporary or otherwise) including caravans, mobile homes, vehicles, and residential paraphernalia;
- (3) Bringing on to the Land identified on the attached Map on the 94 sites listed or stationing on the Land any caravans/mobile homes other than if driving through the Borough of Hertsmere or in compliance with the Parking Orders regulating the use of car parks or with express permission from the owners of the Land.
- (4) Bringing on to the Land identified on the attached Map on the 94 sites listed, any vehicle whether for the purposes of disposal of waste and materials or otherwise, other than when driving through the Borough of Hertsmere or in compliance with the Parking Orders regulating the use of car parks or with express permission from the owners of the Land.

The Land in this Order means:

- (5) All Land within the Borough of Hertsmere identified on the attached Map on the 94 sites listed.
- (6) Service of this Order shall be deemed served pursuant to CPR 6.27 by affixing a copy of this Order as opposed to an original contained in a transparent waterproof envelope or laminated copy in a prominent position at each of the entrances to the Land identified on the attached Map on the 94 sites listed;
- (7) Any person who is presently a Person Unknown (or anyone notified of this Order) who wishes to identify him or herself and join as a named Defendant to the proceedings may apply to the Court on 72 hours written notice to the Court and the Claimant to vary or discharge this Order (or, so much as it affects that person).
- (8) There shall be a power of arrest attached to paragraphs 1 to 4 of this Order
- (9) This application be listed for its Return Day at 10:30 on 17th January 2019;
- (10) This Order shall remain in force until midnight on 18th January 2019.
- (11) Costs of this application is Reserved.

GUIDANCE NOTES

Effect of this Order

- (12) A Person Unknown Occupying and / or Depositing Waste on Land (or anyone notified of this Order) who is an individual who is ordered not to do something must not do it by

him or herself or in any other way. He/she must not do it through others acting on his/her behalf or on his/her instructions or with his/her encouragement.

- (13) A Defendant which is a corporation and which is ordered not to do something must not do it itself or by its directors, officers, employees or agents or in any other way.

PARTIES OTHER THAN THE CLAIMANT AND DEFENDANTS

Effect of this Order

- (14) It is a Contempt of Court for any person notified of this Order knowingly to assist in or permit a breach of this Order. Any person doing so may be sent to prison, fined or have his/her assets seized.

UNDERTAKINGS

- (15) The Claimant will serve a copy of this Order in a transparent waterproof envelope or laminated copy in a prominent position at all the entrances to the Land on each of the 94 sites marked on the attached Map with a notice that a copy of the supporting evidence can be obtained from Civic Offices, Elstree Way, Borehamwood, Herts., WD6 1WA.
- (16) The Claimant will place a copy of this Order together with the evidence served in support and the Part 8 Claim Form on the Claimant's website.
- (17) The Claimant will notify the London and Gypsy and Travellers Group of the terms of this Order and of the Return Day

COMMUNICATIONS WITH THE COURT

- (17) All communications to the Court about this Order should be sent to Room WG08 Royal Courts of Justice, Strand, London, WC2A 2LL (020 7947 6010)

SCHEDULE OF WITNESS STATEMENTS

- (1) Witness Statement of Mr. Chris Gascoine dated 31 October 2018



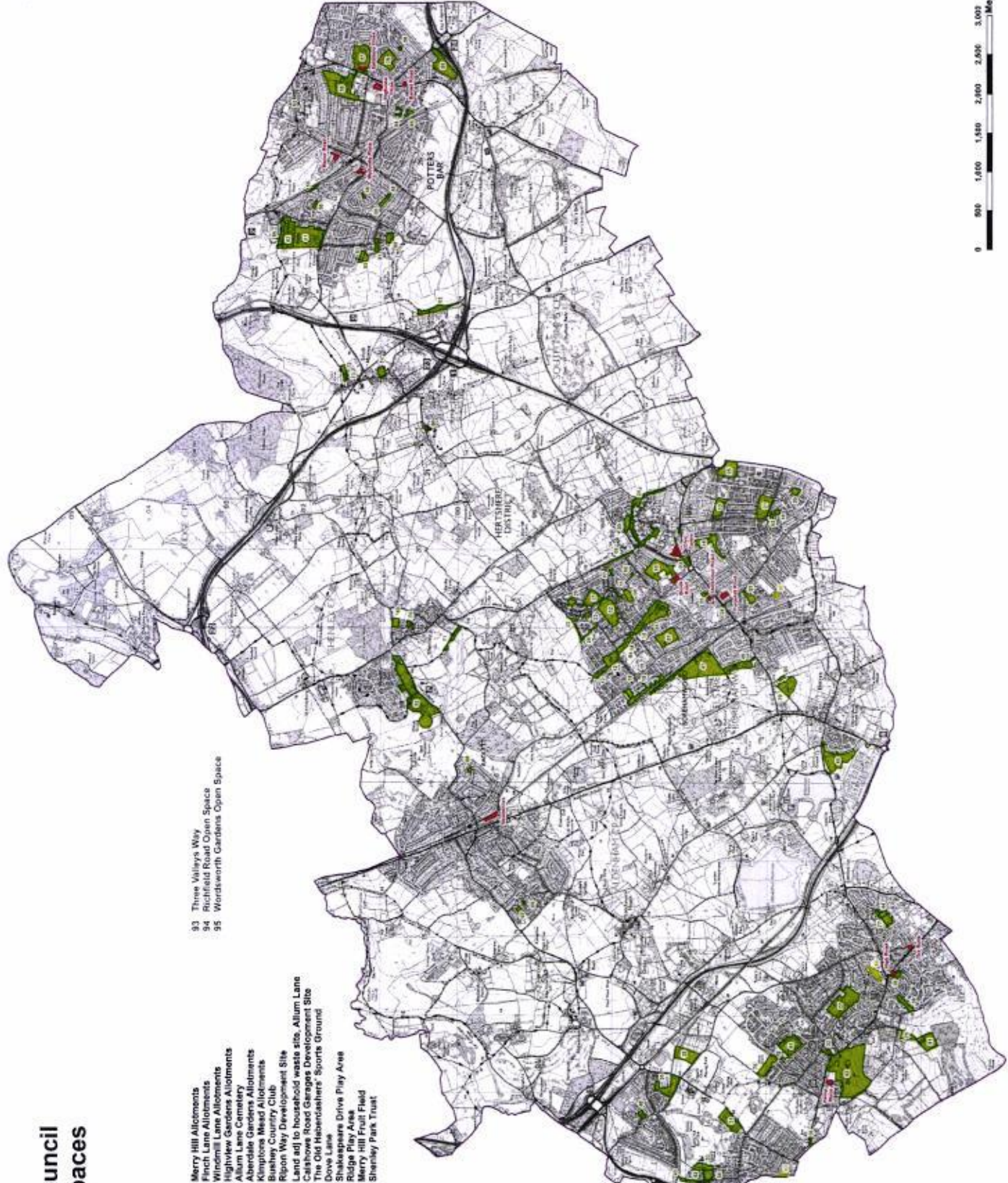
Hertsmere Borough Council Car Parks and Open Spaces

- Car Park
- Open Space
- Open Space to be Adopted

- 1 Aberford Park
- 2 Aycliffe Pitches
- 3 Borehamwood Civic Centre and Car Park
- 4 Brook Meadow
- 5 Clarendon Park
- 6 Cowley Hill Amenity Greens
- 7 Crown Road Garages Open Space
- 8 Farmers Way Open Space
- 10 Grantham Green Open Space
- 11 Grove Road Garages Open Space
- 12 Haggerston Park
- 13 Kenilworth Park
- 14 Leeming Park
- 15 Maxwell Hillside Park
- 16 Meadow Park
- 17 Oaklands Corner Open Space
- 18 Organ Hall Enclosure
- 19 Organ Hall Open Space
- 20 Potterswood Park
- 21 Ripon Park
- 22 Stapleton Road Garages Open Space
- 23 Station Path Amenity Green
- 24 Studio Art Precinct
- 25 The Campions Amenity Green
- 26 The Campions Nature Park
- 27 Threaciffs Nature Park
- 28 Town Centre Garden
- 29 Washford Way Amenity Green
- 30 Boundary Green
- 31 Bushy Grove Leisure Centre
- 32 Bushy Rose Garden
- 33 Fishers Field Local Nature Reserve
- 34 Fishers Park
- 35 Herlaping Meadow
- 36 Hillmead Nature Park
- 37 King George Recreation Ground
- 38 Little Bushy Lane
- 39 Mary Forey's Garden & Warren Lake
- 40 Milbrook Road Open Space
- 41 Moorfield, Bushey
- 42 Park Avenue Amenity Land
- 43 Park Avenue Open Space
- 44 Windmill Lane Recreation Ground
- 45 Alum Lane Spinney
- 46 Composers Park
- 47 Parkfields
- 48 Aberdale Gardens Spinney
- 49 Anselmy's Oak Wood
- 50 Cranford Wood
- 51 Farnfield (King George V Playing Fields)
- 52 Farnfield Wood Local Nature Reserve
- 53 Kimtons Mead Nature Area
- 54 Lower Hallpenny Bottom Local Nature Reserve
- 55 Oakfield Close / Pinewood Drive
- 56 Oakmere Avenue Garages Open Space
- 57 Oakmere Park
- 58 Parkfield
- 59 Potters Bar High Street War Memorial
- 60 Rushfield
- 61 Shillito Avenue
- 62 St Michaels Way Open Space
- 63 Wash Lane Common
- 64 Willow Way / Hyde Avenue Open Spaces
- 65 Willow Way Open Space
- 66 Batters Green Drive - Phillimore Court
- 67 Phillimore Place - Amenity Green
- 68 Williams Way
- 69 Hillcrest Open Space
- 70 Mead Road Open Space
- 71 Woodhall Lane Spinney
- 72 Brookside Meadow
- 73 Brookside Woodland
- 74 Gabbland

- 93 Three Valleys Way
- 94 Rushfield Road Open Space
- 95 Wordsworth Gardens Open Space

- 75 Merry Hill Allotments
- 76 Finch Lane Allotments
- 77 Windmill Lane Allotments
- 78 Highview Gardens Allotments
- 79 Alum Lane Cemetery
- 80 Aberdale Gardens Allotments
- 81 Kimtons Mead Allotments
- 82 Bushy Country Club
- 83 Ripon Way Development Site
- 85 Land adj to household waste site, Alum Lane
- 86 Cashows Road Garages Development Site
- 87 The Old Haberdashers' Sports Ground
- 88 Shakespeare Drive Play Area
- 89 Merry Hill Fruit Field
- 90 Ridge Play Area
- 91 Merry Hill Fruit Field
- 92 Shenley Park Trunk



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 You are authorised to use this data solely in relation to the map for which it was created.
 Any other use, including but not limited to, reproduction, distribution, or other use, is prohibited.
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Statement filed on behalf of the Claimant
Deponent: Andy Philippou
Statement No: One
Exhibits: One

IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION

Claim No.

IN THE MATTER OF SECTION 222 LOCAL GOVERNMENT ACT 1972
AND SECTION 187B OF THE TOWN AND COUNTRY PLANNING ACT 1990
AND SECTION 130 OF THE HIGHWAYS ACT 1980

BETWEEN:

HERTSMERE BOROUGH COUNCIL

Claimant

And

PERSONS UNKNOWN OCCUPYING LAND AND/OR
DEPOSITING WASTE ON LAND

Defendant

STATEMENT OF SERVICE

I, Andy Philippou of Global Investigation Services, Proprietor & Process Server acting under the direction of the Legal Services Department, Hertsmere Borough Council, Civic Offices, Elstree Way, Borehamwood, Hertfordshire WD6 1WA; say as follows;

1. That I am over sixteen years of age.
2. That having being employed in my capacity as a process server as directed in the Injunction Order of Mr Justice Spencer Sealed 01 November 2018 for the purpose of service to be effected upon the 94 sites listed on the attached map to the aforementioned Injunction Order and under Section 17 of said Order under 'Undertakings' to notify The London and Gypsy Travellers Group of the terms of the Injunction Order and of the Return Day of 17 January 2019 at 10.30.am.
3. I make this further statement in order to rectify service of the aforementioned Injunction Order at 'site' numbered (85) on my sequence listed previously on 14 November 2018 at Berkeley Close, initially affixed at WD5 0X.
4. That I did on Friday 23 November 2018 at approximately 14.20 serve four A3 laminated copies of the aforementioned Injunction Order and accompanying Ordnance Survey Map of

Hertsmere Borough at Berkeley Close, Potters Bar, Hertfordshire EN6 in order to rectify my effecting service at the previous site of Berkeley Close, WD5 0X. That I did on the same date attend at Berkeley Close, WD5 0X in order to remove the three copies previously affixed on 14 November 2018.

5. That there is now produced and shown to me, marked as Exhibit "A", copies of the documents that have been served on the Respondent, including the copy cover letter signed by the Respondent.

6. This statement is true to the best of my knowledge and belief and I make it knowing that, if it were tendered in evidence, I would be liable to prosecution if I wilfully stated in it anything which I know to be false or did not believe to be true.

Signed:

A handwritten signature in black ink, appearing to be a stylized 'D' followed by a horizontal line.

Dated: 23/11/18

Statement filed on behalf of the Claimant
Deponent: Andy Philippou
Statement No: One
Exhibits: One

IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION

Claim No.

IN THE MATTER OF SECTION 222 LOCAL GOVERNMENT ACT 1972
AND SECTION 187B OF THE TOWN AND COUNTRY PLANNING ACT 1990
AND SECTION 130 OF THE HIGHWAYS ACT 1980

BETWEEN:

HERTSMERE BOROUGH COUNCIL

Claimant

And

PERSONS UNKNOWN OCCUPYING LAND AND/OR
DEPOSITING WASTE ON LAND

Defendant

EXHIBIT 'A'

Signed:



Dated: 23/11/18

Legal Services

Chief Executive Officer
London Gypsies and Travellers
Mildmay Community Centre
Woodville Road
London
N16 8NA

Your ref:
Our ref: CIVLIT003332
Direct line: 020 8207 7488
Ext: 2225
Email: chileme.hayes@hertsmere.gov.uk
Fax: 020 8207 7482
Date: 5 November, 2018

Dear Madam

RE: Hertsmere Borough Council –v- Persons unknown occupying land and/ or depositing waste on Land

I enclose by way of service an interim Injunction Order granted on 1 November 2018 on the application of Hertsmere Borough Council against persons unknown occupying land and/ or depositing waste on land.

Service upon you of this document is required by the Claimant's undertaking at paragraph (17) that the Claimant will notify the London Gypsy and Travellers Group of the terms of this Order and of the Return Day.

Paragraph (9) of the Order sets out the Return Day, the date of the next hearing, which is 17 January 2019 at 10:30 at The High Court, Royal Courts of Justice, Strand, London WC2A 2LL.

I would be obliged if you could kindly acknowledge receipt of this letter.

Yours faithfully,

Chileme Hayes,
Principal Solicitor

IN THE HIGH COURT OF JUSTICE

Claim No.

QUEEN'S BENCH DIVISION

MR JUSTICE SPENCER

IN THE MATTER OF SECTION 222 LOCAL GOVERNMENT ACT 1972 AND
SECTION 187B OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND
SECTION 130 OF THE HIGHWAYS ACT 1980

BETWEEN:



HERTSMERE BOROUGH COUNCIL

Claimant

-and-

PERSONS UNKNOWN OCCUPYING LAND AND / OR
DEPOSITING WASTE ON LAND

Defendant

INJUNCTION ORDER

PENAL NOTICE

IF YOU PERSONS UNKNOWN DISOBEY THIS ORDER OR INSTRUCT OR ENCOURAGE OTHERS TO BREACH THIS ORDER YOU MAY BE HELD IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED.

ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS PERSONS UNKNOWN TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED

POWER OF ARREST

THIS ORDER CONTAINS A POWER OF ARREST FOR BREACH OF PARAGRAPHS 1 TO 4 OF THIS ORDER PURSUANT TO SECTION 27 OF THE POLICE AND JUSTICE ACT 2006. ANY PERSON CAUGHT BREACHING PARAGRAPHS 1-4 OF THIS ORDER MAY BE ARRESTED AND BROUGHT BEFORE THE COURT

NOTE TO ARRESTING OFFICER

Where a Person Unknown Occupying Land and / or Depositing Waste on Land is arrested under the power given by Section 27 of the Police and Justice Act 2006:-

- A Person Unknown Occupying and / or Depositing Waste on Land shall be brought before the judge within a period of 24 hours beginning at the time of their arrest;
- A Constable shall inform the person on whose application the injunction was granted, forthwith where a Defendant is arrested under the power given by Section 27 of the Police and Justice Act 2006

Nothing in Section 27 of the Police and Justice Act 2006, shall authorise the detention of a Person Unknown Occupying and / or Depositing Waste on Land after the expiry of the period of 24 hours beginning at the time of arrest

In calculating any period of 24 hours, no account shall be taken of Christmas Day, Good Friday or any Sunday.

UPON HEARING COUNSEL FOR THE CLAIMANT AND THERE BEING NO NOTICE TO THE DEFENDANT

AND UPON READING THE PAPERS AND HEARING THE APPLICATION FOR AN INTERIM INJUNCTION ORDER PENDING THE FINAL INJUNCTION HEARING

AND UPON READING THE WITNESS STATEMENT LISTED AT APPENDIX A OF THIS ORDER

AND UPON ANYONE FROM THE GYPSY AND TRAVELLING COMMUNITY WHO WISHES TO ATTEND THE RETURN DAY BEING AT LIBERTY TO DO SO

AND UPON THE CLAIMANT UNDERTAKING TO NOTIFY THE LONDON GYPSY AND TRAVELLERS GROUP OF THE TERMS OF THIS ORDER

IT IS ORDERED THAT UNTIL FURTHER ORDER:

The Defendant as Persons Unknown Occupying Land and / or Depositing Waste on Land are forbidden from:

- (1) Setting-up an encampment on any Land identified on the attached Map on the 94 sites listed, without written permission from the Local Planning Authority, or planning permission granted by a planning inspector;
- (2) Entering and/or occupying any part of the Land identified on the attached Map on the 94 sites listed, for residential purposes (temporary or otherwise) including caravans, mobile homes, vehicles, and residential paraphernalia;
- (3) Bringing on to the Land identified on the attached Map on the 94 sites listed or stationing on the Land any caravans/mobile homes other than if driving through the Borough of Hertsmere or in compliance with the Parking Orders regulating the use of car parks or with express permission from the owners of the Land.
- (4) Bringing on to the Land identified on the attached Map on the 94 sites listed, any vehicle whether for the purposes of disposal of waste and materials or otherwise, other than when driving through the Borough of Hertsmere or in compliance with the Parking Orders regulating the use of car parks or with express permission from the owners of the Land.

The Land in this Order means:

- (5) All Land within the Borough of Hertsmere identified on the attached Map on the 94 sites listed.
- (6) Service of this Order shall be deemed served pursuant to CPR 6.27 by affixing a copy of this Order as opposed to an original contained in a transparent waterproof envelope or laminated copy in a prominent position at each of the entrances to the Land identified on the attached Map on the 94 sites listed;
- (7) Any person who is presently a Person Unknown (or anyone notified of this Order) who wishes to identify him or herself and join as a named Defendant to the proceedings may apply to the Court on 72 hours written notice to the Court and the Claimant to vary or discharge this Order (or, so much as it affects that person).
- (8) There shall be a power of arrest attached to paragraphs 1 to 4 of this Order
- (9) This application be listed for its Return Day at 10:30 on 17th January 2019;
- (10) This Order shall remain in force until midnight on 18th January 2019.
- (11) Costs of this application is Reserved.

GUIDANCE NOTES

Effect of this Order

- (12) A Person Unknown Occupying and / or Depositing Waste on Land (or anyone notified of this Order) who is an individual who is ordered not to do something must not do it by

him or herself or in any other way. He/she must not do it through others acting on his/her behalf or on his/her instructions or with his/her encouragement.

- (13) A Defendant which is a corporation and which is ordered not to do something must not do it itself or by its directors, officers, employees or agents or in any other way.

PARTIES OTHER THAN THE CLAIMANT AND DEFENDANTS

Effect of this Order

- (14) It is a Contempt of Court for any person notified of this Order knowingly to assist in or permit a breach of this Order. Any person doing so may be sent to prison, fined or have his/her assets seized.

UNDERTAKINGS

- (15) The Claimant will serve a copy of this Order in a transparent waterproof envelope or laminated copy in a prominent position at all the entrances to the Land on each of the 94 sites marked on the attached Map with a notice that a copy of the supporting evidence can be obtained from Civic Offices, Elstree Way, Borehamwood, Herts., WD6 1WA.
- (16) The Claimant will place a copy of this Order together with the evidence served in support and the Part 8 Claim Form on the Claimant's website.
- (17) The Claimant will notify the London and Gypsy and Travellers Group of the terms of this Order and of the Return Day

COMMUNICATIONS WITH THE COURT

- (17) All communications to the Court about this Order should be sent to Room WG08 Royal Courts of Justice, Strand, London, WC2A 2LL (020 7947 6010)

SCHEDULE OF WITNESS STATEMENTS

- (1) Witness Statement of Mr. Chris Gascoine dated 31 October 2018



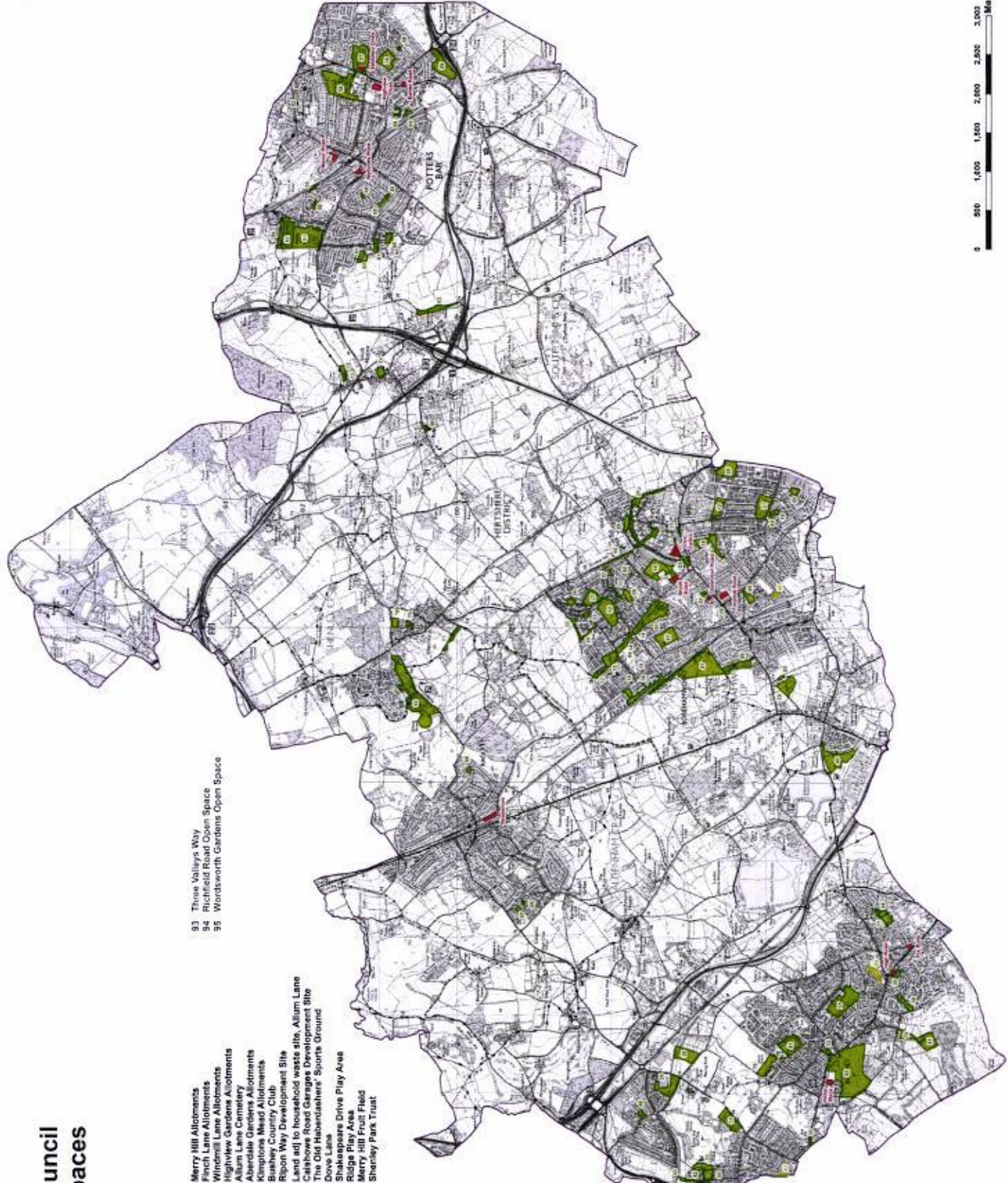
Hertsmere Borough Council Car Parks and Open Spaces

- Car Park
- Open Space
- Open Space to be Adopted

- 1 Aberford Park
- 2 Aycliffe Pitfalls
- 3 Borehamwood Civic Centre and Car Park
- 4 Brook Meadow
- 5 Clarendon Park
- 6 Cowley Hill Amenity Greens
- 7 Crown Road Garages Open Space
- 8 Crown Road Open Space
- 9 Farmers Way Open Space
- 10 Grantham Green Open Space
- 11 Grove Road Garages Open Space
- 12 Haggerston Park
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- 24 Studio Way Floodland
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- 26 The Compans Amenity Park
- 27 Throckliffs Nature Park
- 28 Town Centre Garden
- 29 Washford Way Amenity Green
- 30 Boundary Green
- 31 Bushley Grove Leisure Centre
- 32 Bushley Rose Garden
- 33 Fishers Field Local Nature Reserve
- 34 Fishers Park
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- 46 Composers Park
- 47 Parkfields
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- 49 Rankiney C. Wood
- 50 Furrill Hill (King George V Playing Fields)
- 51 Furrill Hill Local Nature Reserve
- 52 Furrill Hill Local Nature Reserve
- 53 Kimmons Mead Nature Area
- 54 Lower Halfpenny Bottom Local Nature Reserve
- 55 Oakfield Close / Pinewood Drive
- 56 Oakmere Avenue Garages Open Space
- 57 Oakmere Park
- 58 Parkfield
- 59 Poters Bar High Street War Memorial
- 60 Rushfield
- 61 Shillito Avenue
- 62 St Michaels Way Open Space
- 63 Wash Lane Common
- 64 Willow Way / Hyde Avenue Open Spaces
- 65 Willow Way Open Space
- 66 Battlers Green Drive - Phillimore Court
- 67 Phillimore Place - Amenity Green
- 68 Williams Way
- 69 Hicrest Open Space
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- 71 Woodhall Lane Spinney
- 72 Brookside Meadow
- 73 Brookside Woodfield
- 74 Gholand

- 93 Three Valleys Way
- 94 Richfield Road Open Space
- 95 Wordsworth Gardens Open Space

- 75 Merry Hill Allotments
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- 77 Windmill Lane Allotments
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- 88 Dove Lane
- 89 Shakespeare Drive Play Area
- 90 Ridge Play Area
- 91 Merry Hill Fruit Field
- 92 Shirley Park Trust



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IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION

Claim No. QB-2018-000333

IN THE MATTER OF SECTION 222 LOCAL GOVERNMENT ACT 1972 AND
SECTION 187B OF THE TOWN AND COUNTRY PLANNING ACT 1990

B E T W E E N :

HERTSMERE BOROUGH COUNCIL

Claimant

-and-

(1) PERSONS UNKNOWN OCCUPYING LAND
(1) PERSONS UNKNOWN DEPOSITING WASTE ON LAND

Defendant

SECOND WITNESS STATEMENT OF CHRIS GASCOINE

I, Chris Gascoine of Civic Offices, Elstree Way, Borehamwood, Herts., WD6 1WA WILL SAY as follows:

Preliminary:

1. I make this witness statement in support of the Application before this Honourable Court brought by the Hertsmere Borough Council ("the Council") for a final injunction following the grant by the Honourable Mr Justice Spencer on 01 November 2018 of an interim injunction to the Return Day on 17 January 2018.

2. By this application I request that the final order do continue for a period of three years in the following terms. In particular an injunction order forbidding Persons Unknown Occupying Land and / or Depositing Waste on Land from:
 - (1) Setting-up an encampment on any Land identified on the attached Map on the 94 sites listed, without written permission from the Local Planning Authority, or planning permission granted by a planning inspector;
 - (2) Entering and/or occupying any part of the Land identified on the attached Map on the 94 sites listed, for residential purposes (temporary or otherwise) including caravans, mobile homes, vehicles, and residential paraphernalia;
 - (3) Bringing on to the Land identified on the attached Map on the 94 sites listed or stationing on the Land any caravans/mobile homes other than if driving through the Borough of Hertsmere or in compliance with the Parking Orders regulating the use of car parks or with express permission from the owners of the Land.
 - (4) Bringing on to the Land identified on the attached Map on the 94 sites listed, any vehicle whether for the purposes of disposal of waste and materials or otherwise, other than when driving through the Borough of Hertsmere or in compliance with the Parking Orders regulating the use of car parks or with express permission from the owners of the Land.

Service

3. After the Injunction Order was made on 01 November 2018, I immediately instructed Mr. Andy Philippou of Global Investigation Services to serve a laminated copy of the interim Order, in a prominent position at all the entrances to the Land on each of the 94 sites marked on the Map.
4. I have sight of the two witness statements of Mr. Philippou dated 18 and 23 November 2018. Together, these witness statements confirm that between 06 November and 23 November 2018, Mr. Philippou completed service of the Order on all 94 sites and in accordance with the undertaking contained in the interim Order.
5. On 5 November 2018, I instructed the Legal Services Department of the Council to write to the London Gypsies & Travellers Group notifying them of the interim Order and the date set to return to Court. It seems likely that the letter was forwarded to GATE, the Gypsy and Travellers Empowerment Group in Hertfordshire as they wrote to the Council on 12 December introducing themselves and requesting a set of the Court papers.

6. The Court papers were forwarded as requested on 14 December 2018. A further letter was received by GATE on 19 December 2018 indicating that they were intending to attend at the forthcoming hearing. The Council were asked to give an undertaking not to seek costs for the hearing and any adjourned hearing. Upon consideration of that request, but without wishing to commit beyond the hearing on 17 January 2019, I instructed the Legal Services to give that undertaking in respect of the first hearing but that in the event that were to be any future hearings, a further review of the position would need to be made. The letters that I have referred to above are now produced and shown to me marked "CG7".

Land Ownership

7. Following the Injunction Order being made, I requested that Office Copies and Title documents for the 94 sites obtained to confirm that the Council either owns the Land that is subject to the Injunction Order or has primary responsibility for the management of the sites. Copies of the Office Copies and Title Deeds for the 94 sites are produced and shown to me marked "CG8".

The Effect of the Injunction

8. In the 5 month period from May 2018, the Council had suffered from 17 separate encampments on its Land, which led to a total of around £100,000 being spent in costs. Since the interim Injunction Order was made on 01 November 2018, there has been only 1 incident amounting to a breach of the Order as explained in the witness statement of my colleague Mr. Gavin Burns dated 9 January 2019. As is made clear by Mr. Burns, the existence of the interim Order made the incident one that was handled very swiftly and importantly without any expense being incurred either in officer time or clear-up costs.
9. What is significant about the events described by Mr Burns is that (a) the Persons Unknown are still in the locality so the possible problems associated with unlawful occupation and depositing of waste that the interim Order is intended to address, remains very much in existence and (b) that the interim Order worked perfectly in that once the wording and the nature of the sanction was explained to the unlawful occupiers and they became aware of the serious sanctions involved, they vacated immediately without the Council needing to engage in a further costly court process.

10. It is clear that the without the benefit of the injunctive protection that the Council obtained in November, those Travellers and possibly others with similar intentions would have remained on the land and caused the type of difficulties experienced in the Borough previously

11. Needless to say the existence of the protective injunction has also resulted in a significant reduction in the number of complaints and reports of anti-social behaviour related to encampments, since the interim Injunction Order was made. This has provided the relief sought for the residents who have suffered directly from the actions of the unlawful occupiers and has assisted the local police, who do not have the resources to fully police the problems arising from the unauthorised encampments, but who had been constantly contacted with reports of criminal and anti-social behaviour. This, one can fairly assume, has enabled the police to concentrate their time on other activity in the Borough and of course build up community relations again.

12. The Council is aware that other areas in Hertfordshire, in which the Borough of Hertsmerc is located have continued to have unauthorised encampments within their boroughs since November 2018. I am also aware that there have been occasions when private land has been unlawfully occupied.

The Future

13. In light of the success of the interim Injunction and the very real fear that in the event that the injunction was not continued, Travellers would return to the Borough, the wish to return to their previous fly-tipping activities, confident that there was no adverse consequence in doing so, I respectfully request on behalf of the Borough that the Court agree to the injunction continuing and that the final injunction be for an extended period of time.

14. I am advised that an injunction to extend for a period of three years has been ordered in previous cases involving the same relief against Persons Unknown Occupying Land and Depositing Waste and I would ask the Court to adopt a similar approach in relation to the Borough's application for a final injunction.

15. In the event that the Court were to agree to the interim Order being made final, the Borough will of course instruct Mr. Philippou to serve the new order in the like manner

to which it served the interim Order. I understand that the Final order provides for that process. I will also arrange for him to conduct a continuous programme of visits so as to ensure the Final Orders remain in situ.

Conclusion:

16. I do hope the Court finds favour and agrees to the order continuing as proposed, which as the Court will appreciate does not mean unknown persons cannot come into the Borough but does mean they cannot make any camp on Borough Green Spaces and Car Parks as per the sites identified on the Map and numbered on the supporting Schedule 1 to 94.

17. In all the circumstances the Borough respectfully seeks the Order to continue as requested.

18. I confirm the contents of this Witness Statement is true.



CHRIS GASCOINE

Dated 14th day of January 2019

IN THE HIGH COURT OF JUSTICE

Claim No. QB-2018-000333

QUEEN'S BENCH DIVISION

IN THE MATTER OF SECTION 222 LOCAL
GOVERNMENT ACT 1972 AND

SECTION 187B OF THE TOWN AND
COUNTRY PLANNING ACT 1990 AND

B E T W E E N :

HERTSMERE BOROUGH COUNCIL

Claimant

-and-

(1) PERSONS UNKNOWN OCCUPYING LAND
(2) PERSONS UNKNOWN DEPOSITING
WASTE ON LAND

Defendants

SECOND WITNESS STATEMENT
OF CHRIS GASCOINE

Civic Offices,
Elstree Way,
Borehamwood,
Herts.,
WD6 1WA

IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION

Claim No. QB-2018-000333

IN THE MATTER OF SECTION 222 LOCAL GOVERNMENT ACT 1972 AND
SECTION 187B OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND

BETWEEN :

HERTSMERE BOROUGH COUNCIL

Claimant

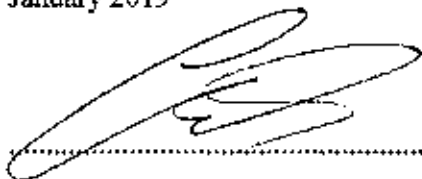
-and-

(1) PERSONS UNKNOWN OCCUPYING LAND
(2) PERSONS UNKNOWN DEPOSITING WASTE ON LAND

Defendant

EXHIBIT "CG7"

This is Exhibit "CG7" referred to in the Witness Statement of Chris Gascoine dated 15 January 2019



CHRIS GASCOINE

Dated 14 January 2019

Shane Kenny

From: Josie@gateherts.org <josie.gateherts@gmail.com>
Sent: 12 December 2018 17:51
To: legal department
Subject: unauthorised encampments
Attachments: finished WideInjunctionOrderLegalDeptLetter 041218.doc

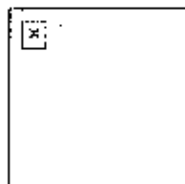
Please find attached a letter from GATE Herts

Kind Regards

--

Josephine O Driscoll
Chief Officer - GATE Herts.

Tel 01992-289-056 - 07927 744551
Working Days Wednesday - Friday



Report a Hate crime @ <http://reportracismgrt.com/>



2nd floor,
The Castle, Hertford, Hertfordshire
SG141HR

12/12/2018

Dear Sirs

Re: New powers to tackle unauthorised encampments.

We are GATE Herts.

GATE is a Community led organisation, we seek to educate both Travelling communities and the wider Population to live side by side in a diverse Society.

Gate provides an opportunity for Gypsy Roma Traveller to represent them, to have an impact on integration with the local settled communities; We promote activities to foster understanding between GRT and the wider community in Hertfordshire.

We understand that you have obtained a wide injunction order against unauthorised encampments on the 1st November 2018, covering a large number of parcels of land.

Please provide us with a copy of the court papers and injunction orders.

Yours faithfully

JOSIE O DRISCOLL (Chief officer)

Shane Kenny

From: Shane Kenny
Sent: 14 December 2018 10:35
To: josie@gateherts.org
Subject: Hertsmere Borough Council -v- Persons Unknown
Attachments: 90965 - Injunction order 1.11.18.pdf; 90968 - Hertsmere BC v persons unknown plan of 94 sites.pdf

Dear Ms O'Driscoll,

Mrs Hayes, our principal solicitor, has instructed me to send you a copy of the court order and accompanying documentation that has been exhibited at the 94 sites. Please find them attached.

Yours sincerely,

Shane Kenny
Legal Assistant
For Chileme Hayes, principal solicitor
Hertsmere Borough Council | Civic Offices | Elstree Way | Borehamwood | Herts | WD6 1WA
t: 020 8207 2277 extension 2620

www.hertsmere.gov.uk

IN THE HIGH COURT OF JUSTICE

Claim No.

QUEEN'S BENCH DIVISION

MR JUSTICE SPENCER

IN THE MATTER OF SECTION 222 LOCAL GOVERNMENT ACT 1972 AND
SECTION 187B OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND
SECTION 130 OF THE HIGHWAYS ACT 1980

BETWEEN:



HERTSMERE BOROUGH COUNCIL

Claimant

-and-

PERSONS UNKNOWN OCCUPYING LAND AND / OR
DEPOSITING WASTE ON LAND

Defendant

INJUNCTION ORDER

PENAL NOTICE

IF YOU PERSONS UNKNOWN DISOBEY THIS ORDER OR INSTRUCT OR ENCOURAGE OTHERS TO BREACH THIS ORDER YOU MAY BE HELD IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED.

ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS PERSONS UNKNOWN TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED

POWER OF ARREST

THIS ORDER CONTAINS A POWER OF ARREST FOR BREACH OF PARAGRAPHS 1 TO 4 OF THIS ORDER PURSUANT TO SECTION 27 OF THE POLICE AND JUSTICE ACT 2006. ANY PERSON CAUGHT BREACHING PARAGRAPHS 1-4 OF THIS ORDER MAY BE ARRESTED AND BROUGHT BEFORE THE COURT

NOTE TO ARRESTING OFFICER

Where a Person Unknown Occupying Land and / or Depositing Waste on Land is arrested under the power given by Section 27 of the Police and Justice Act 2006:-

- A Person Unknown Occupying and / or Depositing Waste on Land shall be brought before the judge within a period of 24 hours beginning at the time of their arrest;
- A Constable shall inform the person on whose application the injunction was granted, forthwith where a Defendant is arrested under the power given by Section 27 of the Police and Justice Act 2006

Nothing in Section 27 of the Police and Justice Act 2006, shall authorise the detention of a Person Unknown Occupying and / or Depositing Waste on Land after the expiry of the period of 24 hours beginning at the time of arrest

In calculating any period of 24 hours, no account shall be taken of Christmas Day, Good Friday or any Sunday.

UPON HEARING COUNSEL FOR THE CLAIMANT AND THERE BEING NO NOTICE TO THE DEFENDANT

AND UPON READING THE PAPERS AND HEARING THE APPLICATION FOR AN INTERIM INJUNCTION ORDER PENDING THE FINAL INJUNCTION HEARING

AND UPON READING THE WITNESS STATEMENT LISTED AT APPENDIX A OF THIS ORDER

AND UPON ANYONE FROM THE GYPSY AND TRAVELLING COMMUNITY WHO WISHES TO ATTEND THE RETURN DAY BEING AT LIBERTY TO DO SO

AND UPON THE CLAIMANT UNDERTAKING TO NOTIFY THE LONDON GYPSY AND TRAVELLERS GROUP OF THE TERMS OF THIS ORDER

IT IS ORDERED THAT UNTIL FURTHER ORDER:

The Defendant as Persons Unknown Occupying Land and / or Depositing Waste on Land are forbidden from:

- (1) Setting-up an encampment on any Land identified on the attached Map on the 94 sites listed, without written permission from the Local Planning Authority, or planning permission granted by a planning inspector;
- (2) Entering and/or occupying any part of the Land identified on the attached Map on the 94 sites listed, for residential purposes (temporary or otherwise) including caravans, mobile homes, vehicles, and residential paraphernalia;
- (3) Bringing on to the Land identified on the attached Map on the 94 sites listed or stationing on the Land any caravans/mobile homes other than if driving through the Borough of Hertsmere or in compliance with the Parking Orders regulating the use of car parks or with express permission from the owners of the Land.
- (4) Bringing on to the Land identified on the attached Map on the 94 sites listed, any vehicle whether for the purposes of disposal of waste and materials or otherwise, other than when driving through the Borough of Hertsmere or in compliance with the Parking Orders regulating the use of car parks or with express permission from the owners of the Land.

The Land in this Order means:

- (5) All Land within the Borough of Hertsmere identified on the attached Map on the 94 sites listed.
- (6) Service of this Order shall be deemed served pursuant to CPR 6.27 by affixing a copy of this Order as opposed to an original contained in a transparent waterproof envelope or laminated copy in a prominent position at each of the entrances to the Land identified on the attached Map on the 94 sites listed;
- (7) Any person who is presently a Person Unknown (or anyone notified of this Order) who wishes to identify him or herself and join as a named Defendant to the proceedings may apply to the Court on 72 hours written notice to the Court and the Claimant to vary or discharge this Order (or, so much as it affects that person).
- (8) There shall be a power of arrest attached to paragraphs 1 to 4 of this Order
- (9) This application be listed for its Return Day at 10:30 on 17th January 2019;
- (10) This Order shall remain in force until midnight on 18th January 2019.
- (11) Costs of this application is Reserved.

GUIDANCE NOTES

Effect of this Order

- (12) A Person Unknown Occupying and / or Depositing Waste on Land (or anyone notified of this Order) who is an individual who is ordered not to do something must not do it by

him or herself or in any other way. He/she must not do it through others acting on his/her behalf or on his/her instructions or with his/her encouragement.

- (13) A Defendant which is a corporation and which is ordered not to do something must not do it itself or by its directors, officers, employees or agents or in any other way.

PARTIES OTHER THAN THE CLAIMANT AND DEFENDANTS

Effect of this Order

- (14) It is a Contempt of Court for any person notified of this Order knowingly to assist in or permit a breach of this Order. Any person doing so may be sent to prison, fined or have his/her assets seized.

UNDERTAKINGS

- (15) The Claimant will serve a copy of this Order in a transparent waterproof envelope or laminated copy in a prominent position at all the entrances to the Land on each of the 94 sites marked on the attached Map with a notice that a copy of the supporting evidence can be obtained from Civic Offices, Elstree Way, Borehamwood, Herts., WD6 1WA.
- (16) The Claimant will place a copy of this Order together with the evidence served in support and the Part 8 Claim Form on the Claimant's website.
- (17) The Claimant will notify the London and Gypsy and Travellers Group of the terms of this Order and of the Return Day

COMMUNICATIONS WITH THE COURT

- (17) All communications to the Court about this Order should be sent to Room WG08 Royal Courts of Justice, Strand, London, WC2A 2LL (020 7947 6010)

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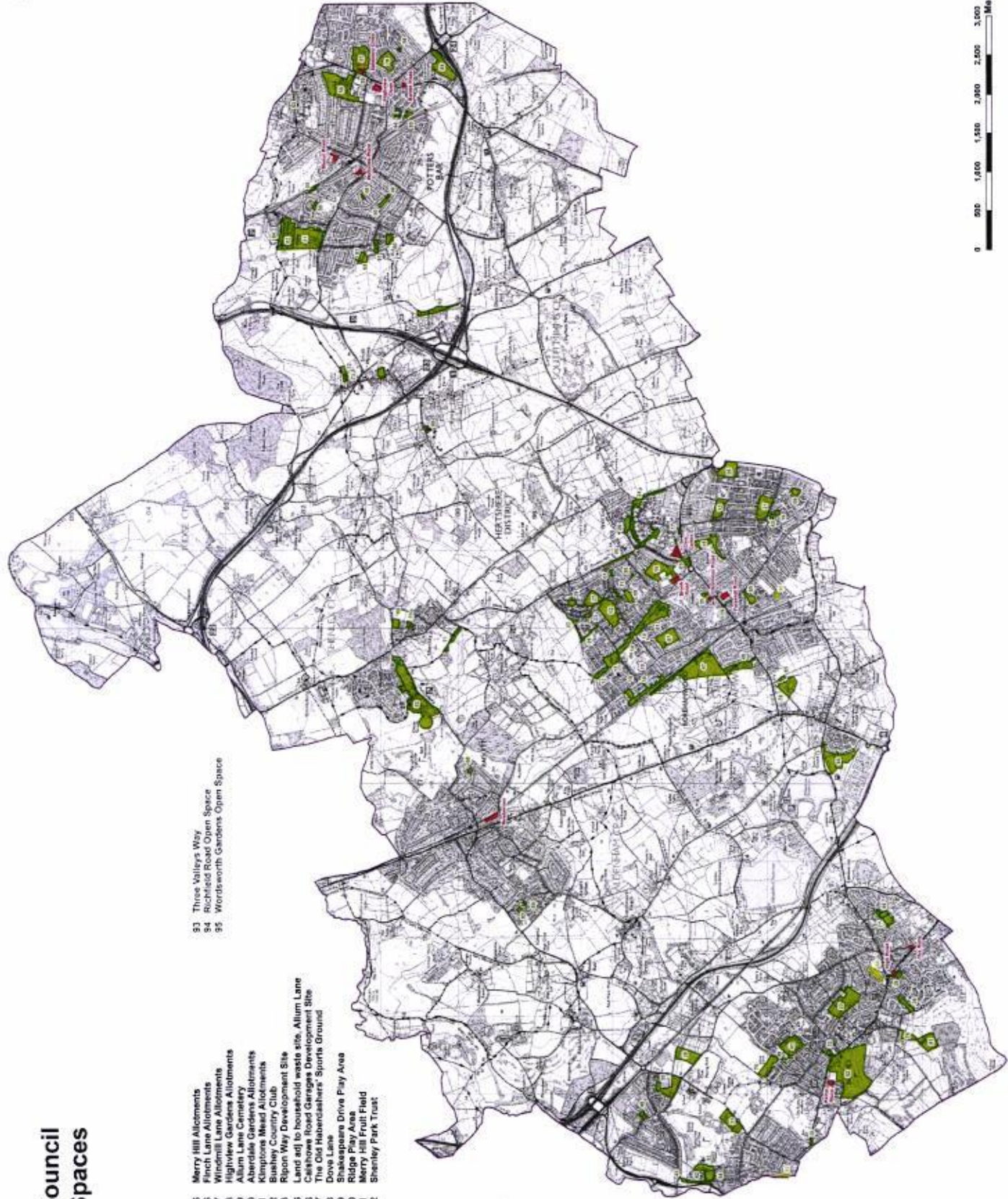
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Shane Kenny

From: Josie@gateherts.org <josie.gateherts@gmail.com>
Sent: 19 December 2018 17:25
To: Shane Kenny
Subject: Re: Hertsmere Borough Council -v- Persons Unknown
Attachments: i letter to hertsmere legal department.docx

Dear Mr Kenny

Thank you for your email of the 14th December

Please see attached letter from GATE Herts , can you please pass to Mrs Hayes, your principal solicitor.

Kindest regards.

On Fri, Dec 14, 2018 at 10:34 AM Shane Kenny <Shane.Kenny@hertsmere.gov.uk> wrote:

Dear Ms O'Driscoll,

Mrs Hayes, our principal solicitor, has instructed me to send you a copy of the court order and accompanying documentation that has been exhibited at the 94 sites. Please find them attached.

Yours sincerely,

Shane Kenny

Legal Assistant

For Chileme Hayes, principal solicitor

Hertsmere Borough Council | Civic Offices | Elstree Way | Berchamwood | Herts | WD6 1WA
t: 020 8267 2277 extension 2620

www.hertsmere.gov.uk

*Josephine O Driscoll
Chief Officer GATE Herts*

*Tel 01992 289-056 - 07927 16451
Working Days Wednesday - Friday*



*The Office will be closed for the Holidays from the 21st December 2018 - 3rd January 2019,
Wishing you a Happy and peaceful Christmas!!*

Report a Hate crime @ <http://reportracismgrt.com/>



2nd Floor
The Castle Hertford
Hertfordshire
SG141HR

19/12/2018

Dear Mr Kenny

Hertsmere Borough Council –v- Persons Unknown

Thank you for your email of 14th December with attachments.

Please note that Gate Herts would wish to make submissions about this matter and potentially representations at the first Hearing of this matter on [please insert date]. However, we are a small voluntary organisation with limited funds and we could not afford to take the risk of a costs award being made against us if our submissions and/or representations were unsuccessful.

We do hope that the Council are committed to attempting to enable Gypsies and Travellers faced with this potential Injunction to put forward their case at the Hearing. Accordingly, we would ask you to give an undertaking that, if Gate Herts do make submissions and/or representations, you will not be seeking costs against us (to include costs of any adjourned hearing there may be).

We do hope that you will agree to this and look forward to hearing from you.

Yours sincerely

J O Driscoll (Chief Officer)

Shane Kenny

From: Shane Kenny
Sent: 09 January 2019 12:28
To: josie@gateherts.org
Subject: Re: Hertsmere Borough Council v Persons Unknown

Dear Ms O'Driscoll,

Thank you for your letter of the 19th of December.

While the Council are keen to ensure that parties are able in the interests of justice to make representations and or submissions on issues that may affect them we must also balance this with our duties to the Council Tax Payer in Hertsmere.

In respect of your request the Council is prepared not to pursue your organisation for costs for the hearing on the 17th of January to allow you the opportunity to make representations.

However should the matter be adjourned resulting in further hearings and increased costs we reserve the right to review our position.

We may then make any application for costs against your organisation that we feel is appropriate.

Yours sincerely,

Shane Kenny
Legal Assistant
For Chileme Hayes, principal Solicitor
Hertsmere Borough Council | Civic Offices | Elstree Way | Borehamwood | Herts | WD6 1WA
t: 020 8207 2277 extension 2620

www.hertsmere.gov.uk

IN THE HIGH COURT OF JUSTICE

Claim No. QB-2018-000333

QUEEN'S BENCH DIVISION

IN THE MATTER OF SECTION 222 LOCAL GOVERNMENT ACT 1972 AND
SECTION 187B OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND

BETWEEN:

HERTSMERE BOROUGH COUNCIL

Claimant

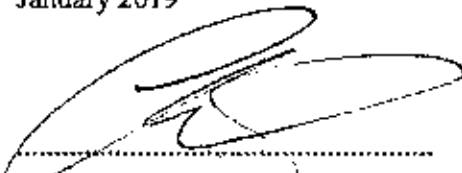
-and-

(1) PERSONS UNKNOWN OCCUPYING LAND
(2) PERSONS UNKNOWN DEPOSITING WASTE ON LAND

Defendant

EXHIBIT "CG8"

This is Exhibit "CG8" referred to in the Witness Statement of Chris Gascoine dated 14 January 2019



CHRIS GASCOINE

Dated 14 January 2019

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 13 DEC 2018 AT 09:19:32. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD433951

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (02.09.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land and Pumping Station, Aberford Road, Borehamwood.
- 2 (04.02.2005) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

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 (02.09.2004) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

- 1 (02.09.2004) The land tinted pink on the title plan is subject to the rights contained in a Conveyance dated 29 September 1919 made between (1) Charles Walter Campbell and (2) Walter Thomas Lear but neither the original deed, nor a certified copy or examined abstract thereof was produced on first registration.
- 2 (02.09.2004) The land tinted pink on the title plan is subject if and so far as affected thereby, in respect of poles and electricity on or over the property to be sold erected along a line shown by a firm brown line between points marked C and D on a plan contained in an Agreement dated 29 October 1928 made between (1) Walter Thomas Lear and (2) The North Metropolitan Electric Power Supply Company.

NOTE: No copy of the Agreement was supplied on first registration.

- 3 (02.09.2004) The land tinted pink on the title plan is subject if and so far as affected thereby, in respect of electricity pylons and cables erected on or over the property to be sold along a line shown by a firm red line between points marked A and B on a plan in an Agreement dated 3 December 1929 made between (1) Walter Thomas Lear and (2) The Central Electricity Board.

NOTE: No copy of the Agreement was supplied on first registration.

C: Charges Register continued

4 (02.09.2004) The land tinted pink on the title plan is subject if and so far as affected thereby, to the construction of a pumping station and appurtenant works contained in an Agreement dated 13 September 1935 made between (1) Walter Thomas Lear and (2) The Rural District Council of Barnet.

NOTE: No copy of the Agreement was supplied on first registration.

5 (02.09.2004) A Conveyance of the land tinted pink on the title plan and other land dated 21 October 1946 made between (1) Lonford Limited (Vendors) and (2) Lawrence Read (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

6 (02.09.2004) The parts of the land affected thereby are subject to the rights granted by a Deed of grant dated 20 July 1950 made between (1) The Rural District Council of Elstree and (2) The Colne Valley Sewerage Board.

-NOTE: Copy filed.

7 (02.09.2004) The land tinted pink on the title plan is subject to the following rights contained a Conveyance of the land thereof together with other land dated 5 January 1951 made between (1) Lawrence Read (Vendor) and (2) The London County Council (Council) :-

SUBJECT to the rights of drainage for the Local Authority and others entitled thereto through the sewers or drains laid through or under the property hereby agreed to be sold on the approximate position indicated by the red lines on the said plan AND SUBJECT ALSO to a right of access for the Local Authority at all times to the Sewage Ejector Plant and Ejector House the approximate position of which is indicated on the said plan by a red cross and all rights as are vested in the Local Authority in respect thereof.

NOTE1: The red lines and red cross referred to above were not shown on the plan supplied on first registration.

8 (02.09.2004) The land tinted pink on the title plan is subject to the following rights reserved by a Conveyance thereof together with other land dated 19 October 1954 made between (1) Helen Elizabeth Bowden Lear, Winifred Joan Hall and Geoffrey Walter Humphrey Lear (Vendors) and (2) The London County Council (Council) :-

EXCEPT AND RESERVED unto the Vendors their successors in title assigns servants agents and licensees a full free and unobstructed right of way to pass and repass at all times for all purposes with or without horses carts or other vehicles whether mechanically propelled or otherwise over the land shown by pink colour hatched yellow upon the plan hereunto annexed and Provided That in the event of the Council granting rights in under or over the said land to any other person or body the Vendors shall not be responsible for any damage done by any such person or body or for any reinstatement required by reason of user of the land by such other person or body.

NOTE1: The land pink colour hatched yellow referred to above was not shown on the plan supplied on first registration.

Schedule of restrictive covenants

1 (02.09.2004) The following are details of the covenants contained in the Conveyance dated 21 October 1946 referred to in the Charges Register:-

"The Purchaser hereby COVENANTS with the Vendors (with intent to bind the land hereby conveyed and every part thereof into whosoever hands the same may come but not so as to render the Purchaser liable in damages for any breach thereof restrictive of the user of the said land after he shall have parted therewith) that the Purchaser and the persons deriving title under him will at all times hereafter observe and perform the said restrictions and stipulations set out in the First Schedule hereto.

Schedule of restrictive covenants continued

THE FIRST SCHEDULE above referred to

1. The Purchaser shall forthwith construct and maintain in good repair good and substantial boundary fences of a type and of materials to be approved by the Vendor's Surveyor along the boundaries of the land hereby agreed to be sold marked "T" within the boundary on the said plan and as and when the land is developed for building purposes shall erect and thereafter maintain in good repair suitable boundary walls or fences to be approved or by the Vendor's Surveyors along the front boundaries of each house plot to the road on which the same abuts and between all building plots.

2. No building or erection of any kind shall at any time be erected on the said land except detached or semi-detached private dwelling-houses and outbuildings suitable for use in conjunction therewith or a private motor garage without the consent of the Vendors in writing first obtained. The net first cost of each house calculated in labour and materials alone estimated by the Surveyor for the time being of the Vendors shall not be less than Seven hundred and fifty pounds.

3. No building or erection of any kind shall at any time be erected upon the said land unless and until plans and elevations thereof including a block plan showing the proposed position of the house and of every outbuilding boundary wall and fence (if any) shall have been previously submitted to and approved of in writing by the Vendors' Surveyor for the time being and no building erected of any kind shall be erected save in accordance with the plans and elevations approved in respect of the same and without such previous consent no alterations shall at any time be made in any of the elevations or exterior portions of any buildings or erections at any time erected on the said land.

4. No hut shed caravan house on wheels or other chattel nor any booth shows signs swings roundabouts or hoardings shall be erected placed or used or be allowed to remain upon the said land and no temporary erection or shed of any kind whatsoever shall be erected or placed thereon except temporary sheds or workshops to be used only for the works incidental to and during the erections of some message to be erected thereon.

5. No building or other erection to be erected on the said land shall be used otherwise than as a private dwellinghouse or as a private motor garage without the written consent of the Vendors first being obtained but this stipulation is not to prevent to use of same by a medical man surgeon or dentist for the ordinary purposes of his practice No operative machinery shall at any time be fixed or placed upon the said land and no trade or business shall be carried on thereon nor shall any placard or advertisement be set up thereon (other than such as may relate to the letting or selling thereof) nor shall any wine spirits beer or intoxicating liquors be sold or supplied thereon nor anything be done or kept thereon that may be or become a nuisance to the Vendors the neighbours or adjoining owners or occupiers nor which may tend to lessen or depreciate the value of the remainder of the Vendors Beeches estate or any portion thereof.

6. No sand earth clay or gravel shall be dug out of the said land except so far as may be necessary for building or gardening purposes and no refuse shall be deposited thereon.

7. The Purchaser shall when required by the Vendors so to do construct as builders roads with surface water drains the roads or the intended roads on the said land so far as the same are not already constructed and so long as the roads or intended roads on the said land remain private roads the Purchaser shall maintain the same in reasonable condition and shall not obstruct the same in any way nor remove or disturb the soil or surface thereof except so far as may be necessary for the purpose of constructing making up or repairing the same or of laying electricity gas water or drain pipes or services in any of which cases the said roads or intended roads shall as soon as practicable be made good by and at the expense of the purchaser to the satisfaction of the Vendors or their Surveyor for the time being.

8. The Purchaser shall not be entitled to any easements or right of

Schedule of restrictive covenants continued

light air or other wise which would in any manner diminish restrict or interfere with the free and unrestricted user of any adjoining or neighbouring land belonging to the Vendors either for building or any other purpose and the assurance to the Purchaser shall not be deemed or construed to imply the grant of any such right.

9. (a) The Vendors may at any time before or after any sale or disposition of any part of the said Estate alter or modify the proposed plan of development and layout of the said Estate and may at the request of the Purchaser or the persons deriving title under him alter modify or waive any of these stipulations.

(b) Nothing herein contained shall impose any restrictions on the manner in which the Vendors may deal with the whole or any part of the said Estate for the time being remaining unsold or be otherwise deemed to create a building scheme.

NOTE:-The T marks referred to in Clause 1 above were not shown on the copy plan supplied on first registration.

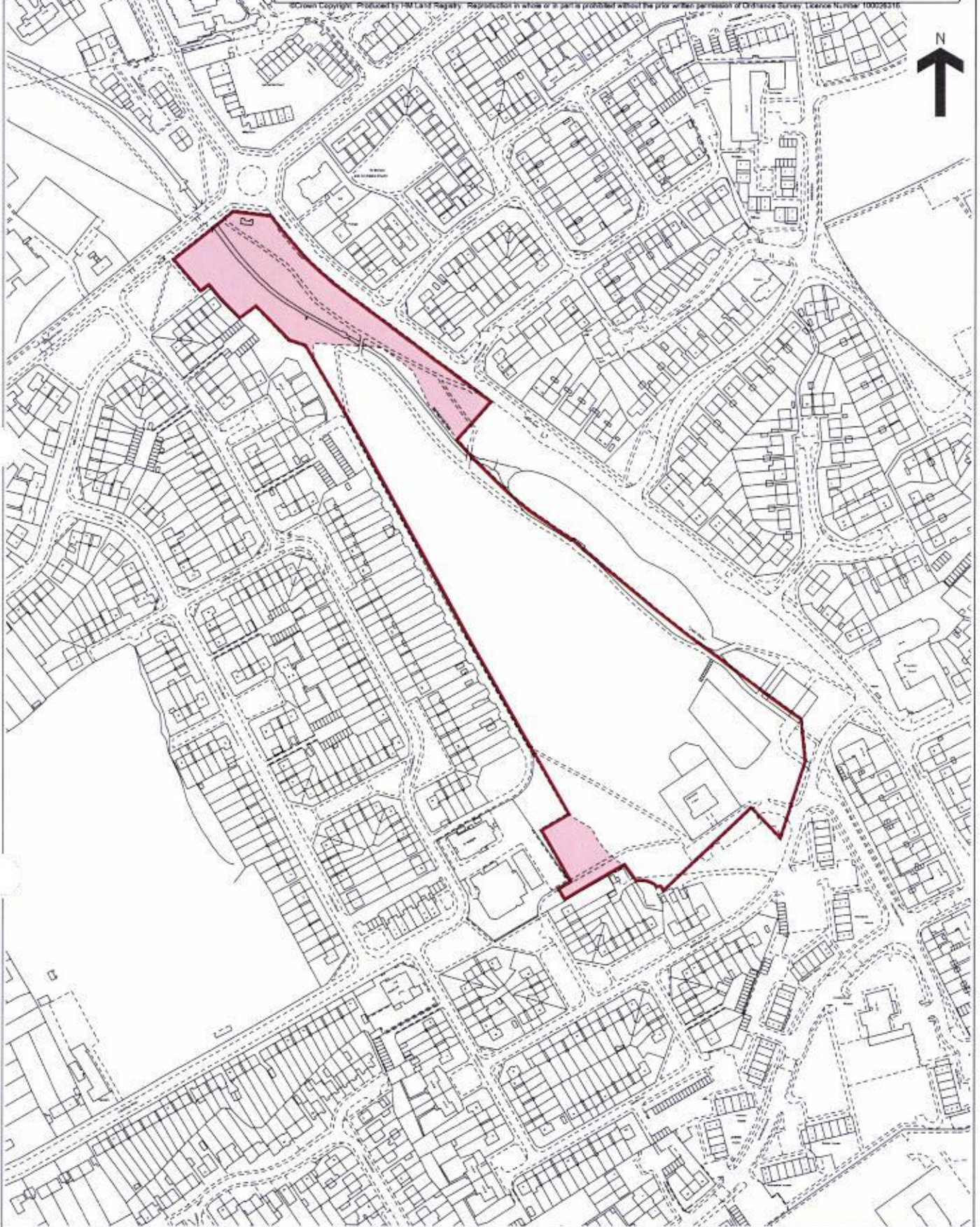
End of register

HM Land Registry
Current title plan

Title number **HD433951**
Ordnance Survey map reference **TQ1997NW**
Scale **1:2500 reduced from 1:1250**
Administrative area **Hertfordshire : Hertsmere**



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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 16:38:40. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD444659

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (07.09.2005) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land comprising Digswell Close, Woolmer Close, part of Aycliffe Road, part of Gateshead Road and land and buildings on the South West side of Aycliffe Road, Borehamwood.

NOTE: The land tinted green on the title plan is not included in the title.

- 2 (07.09.2005) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.
- 3 (07.09.2005) By Transfers and Conveyances of adjacent or neighbouring land pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.
- 4 (07.09.2005) The land has the benefit of such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were reserved by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.

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 (07.09.2005) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Hertfordshire, WD6 1WA.

C: Charges Register

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

- 1 (07.09.2005) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors

Title number HD444659

C: Charges Register continued

in title.

- 2 (13.10.2006) The land is subject to the rights granted by a Deed dated 11 April 1988 made between (1) Hertsmere Borough Council and (2) The Eastern Electricity Board.

-NOTE: Copy filed.

End of register

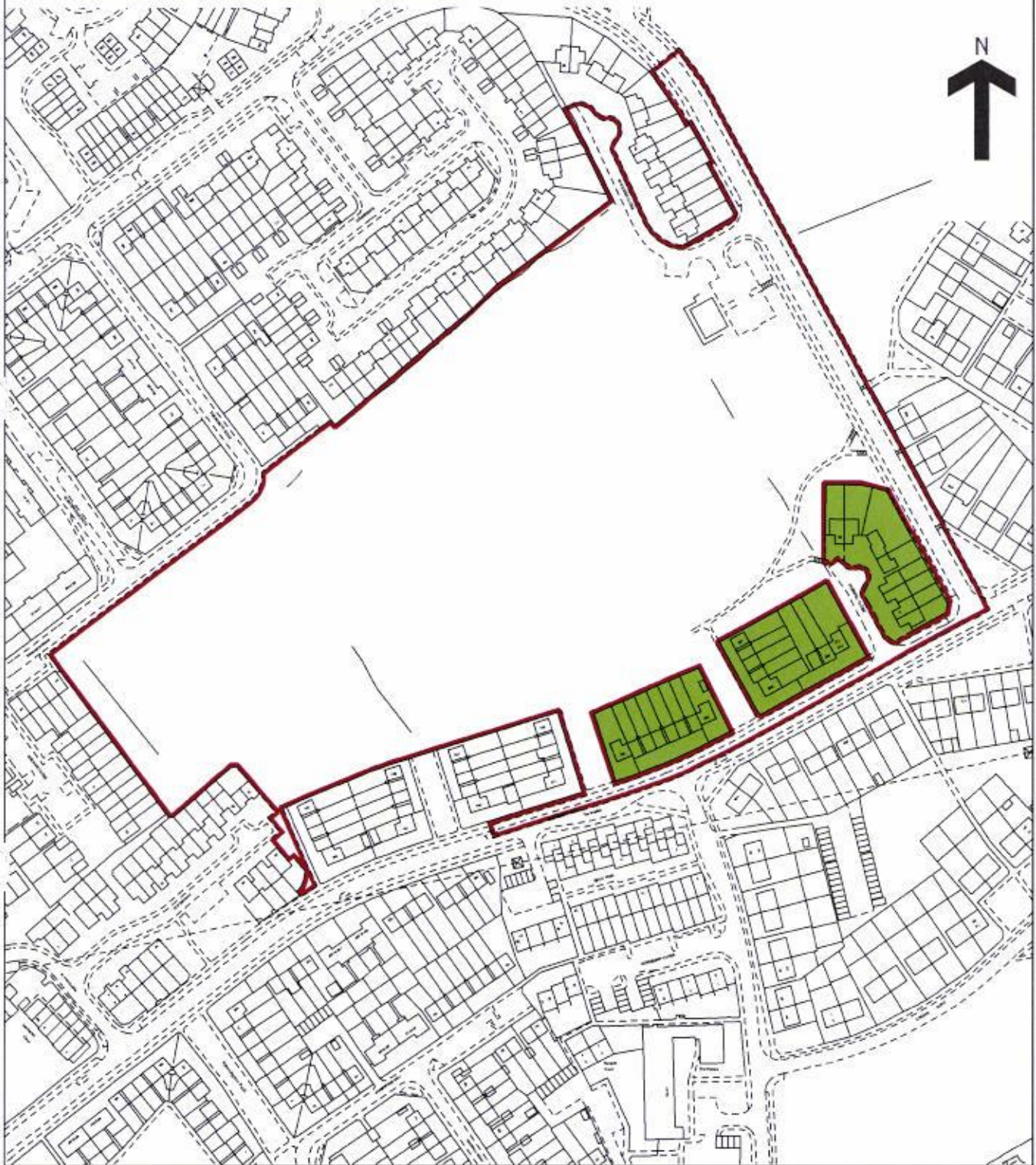
HM Land Registry Current title plan

Title number **HD444659**
Ordnance Survey map reference **TQ1998SW**
Scale **1:2500 reduced from 1:1250**
Administrative area **Hertfordshire : Hertsmere**



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The land tinted green is not included in this title.



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 19 December 2018 at 16:50:50. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 10:36:30. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD453854

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (21.06.2006) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Civic Offices, Elstree Way, Borehamwood (WD6 1WA).

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 (21.06.2006) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Hertfordshire WD6 1WA.
- 2 (21.06.2006) The Conveyance dated 5 January 1915 referred to in the Charges Register contains purchaser's personal covenants details of which are set out in the schedule of personal covenants hereto.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Conveyance dated 5 January 1915 referred to in the Proprietorship Register:-

"AND the Purchasers do hereby covenant with the Vendor and his successors in title and assigns owner or owners for the time being of the Wrotham Park Estate using that term in the broad and popular sense so as to bind the Purchasers their successors and assigns and the hereditaments and premises hereby conveyed that the Purchasers their successors and assigns will forthwith erect and for ever after maintain at their own expense a close boarded feather edged fence not less than five feet in height on the sides of the hereditaments hereby conveyed shown by the letter T on the said plan"

NOTE:-The eastern boundary of the land in this title is marked T.

C: Charges Register

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

- 1 (21.06.2006) The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 5 January 1915 made between (1) The Reverend The Right Honourable Francis Edmund

C: Charges Register continued

Cecil Earl Of Strafford (Vendor) (2) The Honourable Edmund Henry Byng and The Honourable Julian Hedworth George Byng (3) The Honourable Charles Cavendish George Byng and The Honourable Antony Schomberg Byng and (4) The Rural District Council Of Barnet (Purchaser):-

"except and reserved to the Vendor and his successors in title and assigns the owner and owners for the time being of the Wrotham Park Estate the free passage and running of water coming from his or their lands at the back of the hereditaments and premises hereby assured in and through the channel or watercourse running through the hereditaments and premises hereby assured"

- 2 (21.06.2006) 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.
- 3 (28.01.2014) The lease of an electricity sub-station dated 27 January 2014 made between (1) Hertsmere Borough Council and (2) Eastern Power Networks Plc referred to in the schedule of leases hereto contains restrictive covenants by the landlord.

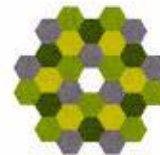
Schedule of notices of leases

- | | | | | |
|---|---|--|--|----------|
| 1 | 28.01.2014
Tinted Blue | Electricity Sub-station | 27.01.2014
99 years from
27.1.2014 | HD531935 |
| | NOTE 1: The lease contains an option to renew upon the terms therein mentioned. | | | |
| | NOTE 2: See entry in the Charges register relating to Landlord's restrictive covenants. | | | |
| 2 | 16.05.2014
1 (part of);
edged blue | Office Accommodation
(Ground Floor); Associated
Land | 29.04.2014
25 years from
29.4.2014 | HD534439 |
| | NOTE: The lease comprises also other land | | | |
| 3 | 27.07.2016
1 (Part Of) | Rooftop Telecommunications
Site | 30.06.2016
25 years from
and including
30.06.2016 to
and including
29.06.2041 | HD555660 |

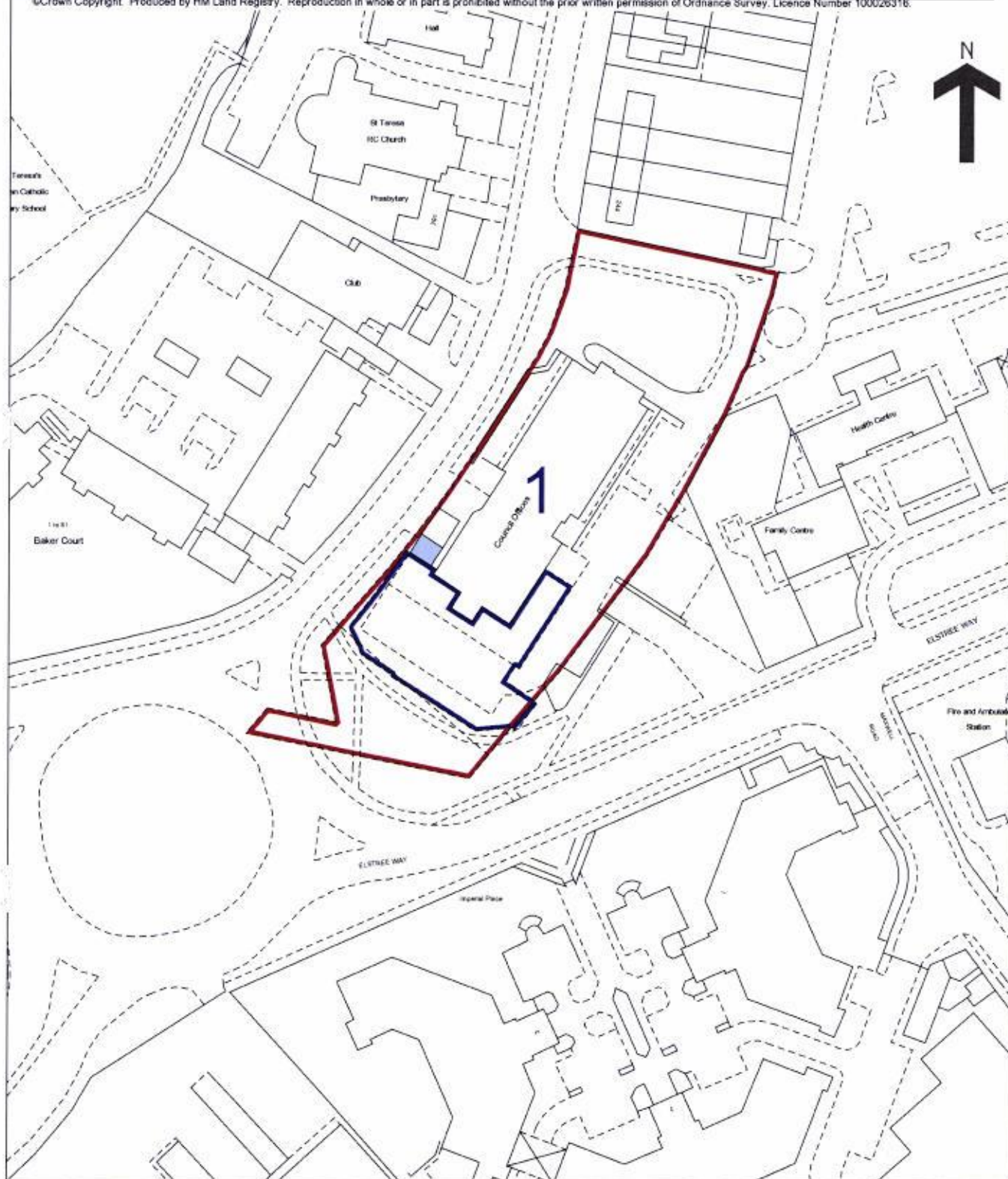
End of register

HM Land Registry Current title plan

Title number **HD453854**
Ordnance Survey map reference **TQ1997SE**
Scale **1:1250**
Administrative area **Hertfordshire : Hertsmere**



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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 10:03:41. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD443876

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (10.08.2005) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land comprising Belford Road, part of Allerton Road and part of Aycliffe Road and land on the south east side of Allerton Road, Borehamwood.
- 2 (10.08.2005) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.
- 3 (10.08.2005) By Transfers and Conveyances of adjacent or neighbouring land pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.
- 4 (10.08.2005) The land has the benefit of such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were reserved by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.

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 (10.08.2005) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

- 1 (10.08.2005) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.
- 2 (10.08.2005) The land is subject to the rights granted by a deed of grant dated 29 August 1957 made between (1) The London County Council and (2) The Colne Valley Sewerage Board.

Title number HD443876

C: Charges Register continued

-NOTE: Copy filed under HD442028.

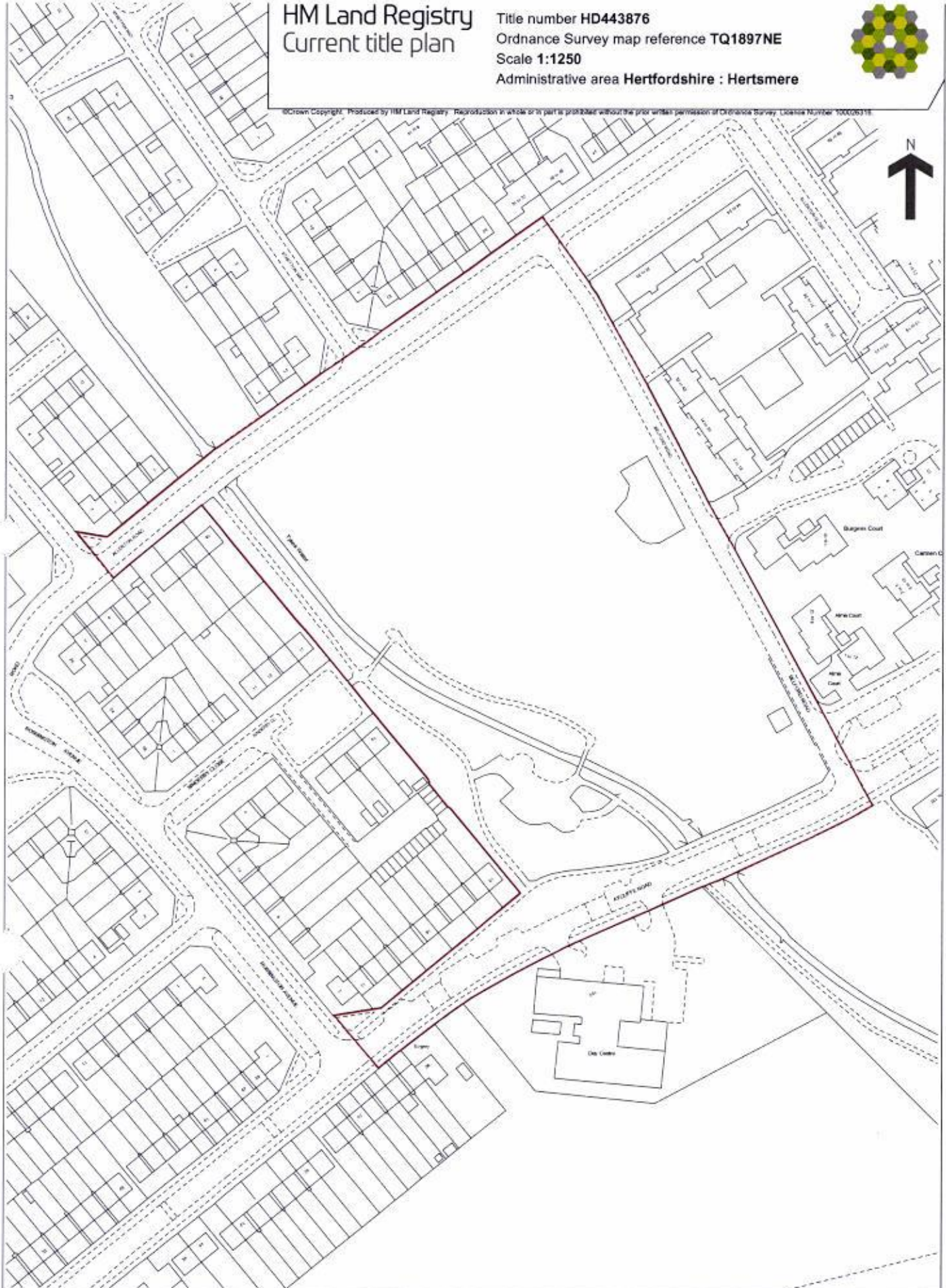
End of register

HM Land Registry
Current title plan

Title number **HD443876**
Ordnance Survey map reference **TQ1897NE**
Scale **1:1250**
Administrative area **Hertfordshire : Hertsmere**



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This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 December 2018 at 10:05:49. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 10:06:54. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD433929

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

1 (02.09.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the north east side of Clarendon Road, Borehamwood.

2 (02.09.2004) The land has the benefit of the following rights granted by the Conveyance dated 10 August 1931 referred to in the Charges Register:-

"together also with a right of way at all times and for all purposes over the road coloured brown on the said plan and leading from the piece of land firstly hereinbefore described to Shenley Road"

NOTE: The road coloured brown referred to above is Grosvenor Road. The land in this title is the land firstly described referred to above.

3 (02.09.2004) The Conveyance dated 10 August 1931 referred to above contains the following provision:-

"IT IS hereby declared that the Vendors and their successors in title shall have the right of building on or using any adjoining or neighbouring land or any buildings thereon in any manner that may be thought fit and in particular notwithstanding that the access of light or air to any building hereafter on any part of the land hereby conveyed may be wholly or partially obstructed"

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 (02.09.2004) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

2 (02.09.2004) The Transfer to the proprietor contains a covenant to observe and perform the covenants in the Conveyance dated 30 July 1925 referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

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

Title number HD433929

- 1 (02.09.2004) By a Conveyance dated 17 November 1898 made between (1) James Purdy (Vendor) and (2) Edwin Clifford (Purchaser) the land in this title with together with other land was conveyed subject as follows:-

Subject as to such of same premises as were affected thereby respectively to two yearly sums of 40/- and 40/- for poor of Parish of Elstree and to the yearly sums of 6/- and 8d. payable to the Lord of the Manor of Elstree but with benefit of an Indenture dated 20 November 1884 and made between Arthur William Webb of first part John Brodie George Brodie and Michael Brown Pearson of 2nd part and Samuel Johnson of third part whereby said Samuel Johnson covenanted with said Arthur William Webb his heirs and assigns to annually pay or contribute the sum of 10/- part of the aggregate of said yearly payments to the poor of said Parish of Elstree and also with the benefit of another Indenture dated 11 day of June 1885 and made between Thomas Allen Hickley and John Charles Tucker Steward of the one part and Anne Shaw widow of the other part whereby said Anne Shaw covenanted with said Thomas Allen Hickley and John Charles Tucker Steward to pay the two yearly sums of 40/- to Poor of Parish of Elstree and also the said yearly sum of 6/8 to Lord of Parish of Elstree and at all times thereafter to keep said Thomas Allen Hickley and John Charles Tucker Steward and the owners and occupiers for time being of the premises comprised in an Indenture of Mortgage of 7 March 1884 (which comprised said premises first and secondly thereinbefore described) indemnified against all claims and demands whatsoever for or in respect of said yearly payments or any of them.

NOTE:-The land in this title formed part of the land first and secondly thereinbefore described.

- 2 (02.09.2004) A Conveyance of the land in this title and other land dated 30 July 1925 made between (1) Henry James Wise and Henry Varley Scott (Vendors) (2) Herbert Edwin Clifford and (3) John Scott Taggart (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (02.09.2004) A Conveyance of the land in this title and other land dated 10 August 1931 made between (1) The Cavendish Land Company Limited (Vendor) and (2) The Barnet Rural District Council (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 (02.09.2004) By a Deed dated 7 October 1966 made between (1) The Cavendish Land Company Limited and (2) The Elstree Rural District Council the covenants contained in the Conveyance dated 10 August 1931 referred to above were expressed to be released.

-NOTE: Copy filed.

Schedule of restrictive covenants

- 1 (02.09.2004) The following are details of the covenants contained in the Conveyance dated 30 July 1925 referred to in the Charges Register:-

1. NO hut caravan house on wheels or other chattel adapted or intended for use as a dwelling or sleeping apartment shall be erected made placed or used or allowed to remain on any part of the land nor shall any hoarding or bill posting or advertising station be erected placed or allowed to remain thereon.

2. NO house shall be erected on the land which exclusive of outbuildings (other than domestic offices) shall be of less value than £500 based on present values but to be reduced or increased as the case may required. The value of a house shall be taken at its first net cost in materials and labour of construction only estimated at the lowest current rates. Any question as to value shall be settled by the Vendors Surveyors whose decision shall be final.

3. WITHIN three months after being called upon by the Vendors so to do to make and for ever maintain good and suitable close boarded or open fences on the sides of the land marked T within the boundary such fences to be not less than 2' 6" high or more than 3' 6" high where between any front building line and the road in front of same and elsewhere to be not less than 4' 6" high or more than 6' high. No fence

Schedule of restrictive covenants continued

between any front building line and the road in front of same shall exceed three feet 6 inches in height nor shall any fence to be erected on the land exceed six feet in height. All fences (except oak fences) shall be tarred or creosoted on both sides thereof.

4. NO gravel sand earth or other material shall be excavated from the land except for the purpose of foundations or for use in building on the land without the Vendors consent in writing first obtained.

5. THE front building line shall not be advanced nearer to the road or set back further therefrom than shown on the plan unless required by the Local Authority.

6. NO noisy noisome offensive or dangerous manufacture trade or business shall be carried on upon the land or any part thereof nor in any building thereon nor shall the land or any part thereof be used in any manner which might be or grow to be a nuisance danger or annoyance to the Vendors their heirs or assigns or to the owners tenants or occupiers of any neighbouring properties No workhouse lunatic asylum or hospital shall be erected on the land or any part thereof.

NOTE:- The T marks referred to above affect the north western boundary of the land in this title. The building line referred to above does not affect the land in this title.

2 (02.09.2004) The following are details of the covenants contained in the Conveyance dated 10 August 1931 referred to in the Charges Register:-

"the Purchasers 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 adjoining land hatched in ink on the said plan covenant with the Vendors that they (i) will not use or permit to be used the land edged with pink on the said plan for any other purpose than that of a Public Recreation Ground and/or Children's Playground (ii) will not erect any buildings on the said land edged with pink except such as may be an advantage to or add to the amenities of the said land as a public recreation ground and/or Childrens Play Ground including Swings Roundabouts (without any musical apparatus) slides and other customary children's amusements And further that they the Purchasers (iii) will erect within two months of the date hereof and for ever afterwards maintain a chestnut and wire pale fence four feet in height with pales three inches apart on the sides of the said land hereby firstly conveyed and edged with pink on the said plan marked "T" within the boundary on the said plan such fences to be erected to the approval in all respects of the Vendors"

NOTE: The land hatched in ink referred to above is tinted blue on the title plan. The land in this title is the land edged pink referred to above.

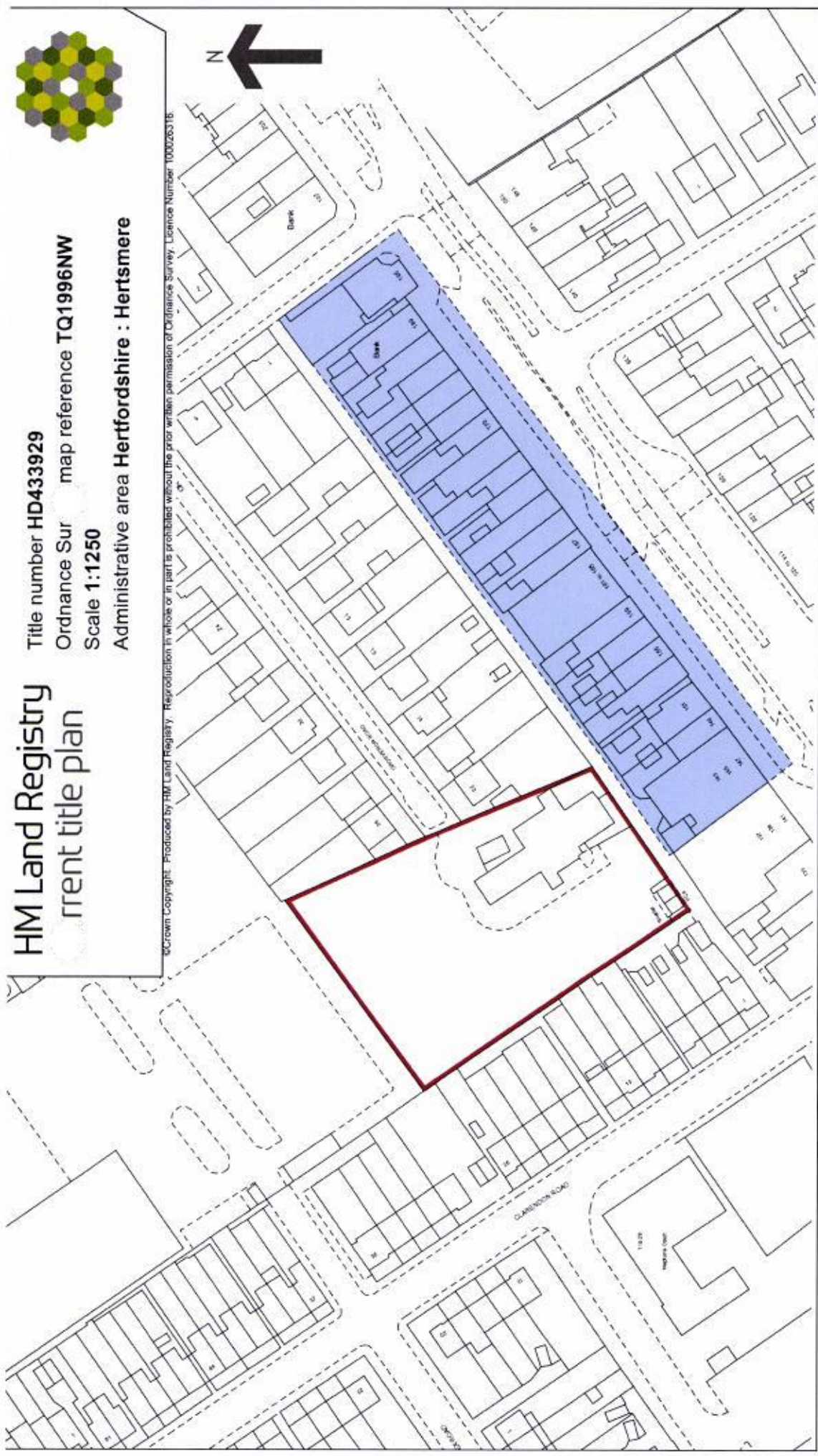
End of register



HM Land Registry
 Current title plan

Title number **HD433929**
 Ordnance Survey map reference **TQ1996NW**
 Scale **1:1250**
 Administrative area **Hertfordshire : Hertsmere**

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This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 December 2018 at 10:07:30. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 11:46:28. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD7293

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (01.09.1944) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the north-east side of Shenley Road.
- 2 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.
- 3 The land edged and lettered A in red on the filed plan added to the title on 24 January 1966.

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 (07.10.1947) Proprietor(s): THE ELSTREE RURAL DISTRICT COUNCIL of Council Offices, Shenley Road, Boreham Wood, Herts.

C: Charges Register

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

- 1 A Conveyance dated 28 July 1944 made between (1) The Right Honourable Edmund Henry Earl of Strafford and (2) Metro-Goldwyn-Mayer London Films Limited contains restrictive covenants.

-NOTE:-Copy filed under Title HD5687.

- 2 A Transfer dated 2 April 1947 made between (1) Metro-Goldwyn-Mayer British Studios Limited (Transferor) and (2) The Elstree Rural District Council (Transferee) contains the following covenants:-

"AND the Transferee for itself and its successors and assigns hereby covenants with the Transferor that it the Transferee will not use or permit to be used the land hereby transferred for building purposes but only as a Recreation Ground and for no other purpose PROVIDED ALWAYS that this Covenant shall not be construed so as to prevent the Transferee from erecting such buildings as may be reasonably necessary in connection with the use of the said land as a Recreation Ground."

- 3 The land is subject to the rights of way and right to lay and maintain pipes wires and cables, granted by a deed dated 26 October 1965 made

Title number HD7293

C: Charges Register continued

between (1) The Rural District Council of Elstree and (2) Metro-Goldwyn-Mayer British Studios Limited.

-NOTE:-Copy filed under HD5687.

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 28 AUG 2018 AT 14:38:53. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD16898

There is/are applications(s) pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

1 (15.07.1957) 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 south west side of Cowley Hill Road.

2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance dated 12 June 1957 made between (1) The London County Council and (2) The Rural District Council of Elstree:-

"Except and reserving to the County Council its successors and assigns (a) right of way at all times and for all purposes over the half width of Gateshead Road included in the land hereby conveyed until such time as Gateshead Road is taken over as a highway by the local authority and is repairable by the inhabitants at large and (b) a right in common with the Rural District Council and all persons authorised by it to the free passage and running of soil and surface water coming from and off the land of the County Council lying to the north of the land hereby conveyed or any part thereof through the soil and surface water drains and sewers constructed on the land hereby conveyed shown by firm green and blue lines on the said plan Together with a right of way for the Rural District Council its successors and assigns at all times and for all purposes over the remaining half of Gateshead Road abutting the northern boundary of the land hereby conveyed until such time as Gateshead Road is taken over as a highway by the local authority and is repairable by the inhabitants at large."

3 The Conveyance dated 12 June 1957 referred to above contains the following provision:-

"It is hereby agreed and declared that this Conveyance shall not be deemed to include and shall not operate to convey any ways watercourses sewers drains lights liberties privileges easements rights or advantages whatsoever in through over or upon any other land or property of the County Council adjoining or near to the land hereby conveyed."

NOTE 1: The soil and surface water drains and sewers referred to are along the frontage to Gateshead Road

-NOTE 2: Copy plan filed.

4 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.

5 Unless otherwise stated below transfers of the parts edged and numbered in green reserve rights in the nature of those mentioned in the Charges Register.

6 Where the parts edged and numbered in green on the filed plan include part of a side passageway, rights of way are reserved thereover.

A: Property Register continued

- 7 The Transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Chapter 1 of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 of that Act.
- 8 The transfers of those parts edged and numbered in green on the title plan which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of that Act.
- 9 (29.11.2002) The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered HD410679 in green on the filed plan dated 1 November 2002 made between (1) Hertsmere Borough Council (Transferor) and (2) Ridgehill Housing Association Limited (Transferee):-

"For the benefit of the land remaining in title no. HD16898 after the date of this Transfer ("the Adjoining Land") full and free right of passage and running of gas electricity water and soil through such gutters pipes wires and conduits sewers drains and water courses in and through the Property ("Service Media") as exist at the date of this Transfer or through any replacement Service Media constructed within 80 years of the date of this Transfer and to make such connections with any such Service Media for the purpose of exercising such rights of passage and running of gas electricity water and soil as are reasonably necessary for the enjoyment of the Adjoining Land the Transferor or persons exercising such rights doing so in such a manner as to cause as little inconvenience as is reasonably practicable to the Property the Transferee and the occupiers of the Property and forthwith making good to the reasonable satisfaction of the Transferee any damage caused to the Property in the exercise of the rights and paying a fair proportion of the costs of the cleaning and repairing the Service Media when reasonably required by the Transferee such fair proportion in default of agreement being settled by arbitration."

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 (15.07.1957) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Council Offices, Elstree Way, Borehamwood, Herts.
- 2 (15.07.1957) Except under an Order of the Registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Housing Acts 1936-1956 or some other Act or Authority.

C: Charges Register

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

- 1 The land is subject to rights of drainage and rights in respect of water, gas and electricity supply services.
- 2 The side passageways included in the title are subject to rights of way.
- 3 The Leases specified in the Schedule of Leases annexed which were made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed in paragraph 2 of Schedule 2 of that Act.
- 4 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto and to such rights of user, rights

C: Charges Register continued

to use all sewers, drains, pipes, watercourses, wires, cables and other services and rights to use the common areas footways entrances passages and lifts on foot only and other rights as are granted by those leases.

5 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 for the purpose of repairing, reconstructing and maintaining the shed erected on the part so edged and numbered.

6 The accessways included in the title are subject to rights of way.

7 The land is subject to the following rights granted by a Conveyance of land to the north of Grove Road dated 16 March 1987 made between (1) Hertsmere Borough Council (Council) and (2) Warden Housing Association Limited (Association):-

The right for the Association in common with the Council its successors in title and all other persons who have or may have hereafter the like right

At all times and for all usual reasonable purposes connected with the use of the said Land to go and return with or without motor and other vehicles over and along the accessway shown coloured brown on the plan annexed hereto PROVIDED ALWAYS that if and until such time as the said accessway shall be declared by the appropriate Local Authority as repairable at the public expense such right shall be subject to:-

(i) the Association paying a one-tenth part of the expense of maintaining repairing and renewing the said accessway

(ii) the maximum permitted load using the said accessway being 24 tonnes

(iii) the use of the said accessway for the purpose of carrying out building or construction work on the said land being restricted to the hours 8.00 a.m. to 6.00 p.m. Monday to Friday inclusive and 8.00 a.m. to 1.00 p.m. Saturday or such other time as the Council may agree in writing

(iv) the Association keeping the said accessway free from obstruction at all times

(v) the Association indemnifying the Council against any damage caused by the Association to the said accessway or any trees growing on the adjoining land of the Council and all claims costs damages or expenses arising from the use of the said accessway by the Association its servants agents or contractors.

8 The Leases specified in the Schedule hereto which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed in paragraph 2 of Schedule 6 of that Act.

9 (06.06.2002) The land is subject to the following rights granted by a Deed dated 20 May 2002 made between (1) Hertsmere Borough Council (Grantor) and (2) Transco Plc:-

"the Grantor with full title guarantee (and to the intent that the easements hereby granted shall be appurtenant to Transco's undertaking and each and every part thereof) HEREBY GRANTS unto Transco THE EASEMENTS to lay construct inspect maintain protect use replace remove or render unusable a pipeline for the transmission or storage of gas or other materials (whether such gas or materials are transmitted by Transco on its own behalf or on behalf of other persons) and all necessary apparatus ancillary thereto (all hereinafter together called "the said works") in upon and over a strip of land six metres (6.00m) in width coloured pink for identification purposes only on the plan annexed hereto (hereafter called "the said strip of land") and to pass over the said strip of land for the purpose of the said works and of any works of Transco contiguous therewith and over such part of the said land as is reasonably necessary for the purpose of access to the said strip of land at all reasonable times on giving at least three days written notice to the Grantor and in an emergency at any time whether or not with workmen vehicles machinery and apparatus TO HOLD

C: Charges Register continued

the same unto Transco in fee simple

4. COVENANTS BY TRANSOCO

Transco (to the intent and so as to bind the easements hereby granted into whosoever hands the same may come and to benefit and protect the said land and every part thereof but so that Transco and its successors in title shall not be liable once it or they shall have parted with all their respective interests in the said works PROVIDED THAT in accordance with sub-clause 4.8 of this clause it or they have secured a direct covenant from their respective transferee in favour of the Grantor or the Grantor's successors in title in the form of an obligation to perform and observe any positive covenants contained herein on the part of Transco) HEREBY COVENANTS with the Grantor as follows:

4.1 In exercising the easements hereby granted Transco shall take all reasonable precautions to avoid obstruction to or interference with the user of the said land and damage and injury thereto

4.2 Transco shall so far as is reasonable practicable make good all damage or injury to the said land caused by the exercise by Transco of the easements hereby granted to the Grantor's reasonable satisfaction and shall make full compensation to the Grantor in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid

4.3 Transco shall so far as is reasonably practicable and so long as the said works are used for or in connection with the transmission or storage of gas or other materials as aforesaid keep the said works in proper repair and condition and upon abandonment of the said works or any part thereof (notification whereof shall as soon as reasonably practicable be given to the Grantor by Transco) shall render and make the same permanently safe

4.4 Transco shall indemnify and keep the Grantor indemnified against all costs actions claims demands damages expenses or losses arising by reason of the exercise of the easements hereby granted or of any failure to keep the said works in proper repair and condition as aforesaid

4.5 Transco shall indemnify and keep indemnified the Grantor against all loss damage claims demands costs and expenses which may arise or be incurred by virtue of any damage or destruction of the pipeline aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape of any gas or other material whatsoever from the said pipeline or any such apparatus or equipment as aforesaid where such damage destruction or escape is caused by the acts or omissions of any person other than the Grantor its servants or agents PROVIDED that the Grantor shall not settle or compromise any such action claim or demand as is referred to in sub-clauses 4.4 and 4.5 of this Clause without the prior consent of Transco

4.6 Transco shall pay all rates and taxes which may be imposed in respect of the said works or the easements hereby granted

4.7 If at any time any interference with or disturbance of the functioning of any drains or drainage system in or under the said land can be shown by the Grantor to have been caused by the laying of any pipeline in the exercise of the easements hereby granted then Transco shall so far as is reasonably practicable make good any damage or injury thereby caused and shall make full compensation to the Grantor in respect thereof in so far as the same shall not have been made good as aforesaid

4.8 Not to transfer the benefit of this Deed unless the transferee first covenants directly with the Grantor to comply with the obligations of Transco in this Deed of Grant"

The said Deed also contains the following restrictive covenants by the Grantor

"COVENANTS BY THE GRANTOR

C: Charges Register continued

The Grantor (to the intent and so as to bind the said land and every part thereof into whosoever hands the same may come (but so that subject to the provisions of Clause 10 of this Deed the Grantor and any successors in title shall not be liable once they shall have parted with all their respective interests in the said land) and to benefit and protect the easements hereby granted) hereby covenants with Transco as follows:-

5.1 The Grantor shall not do or cause or permit to be done on the said land anything calculated or likely to cause damage or injury to the said works and shall take all reasonable precautions to prevent such damage or injury

5.2 The Grantor shall not without the prior consent in writing of Transco make or cause or permit to be made any material alteration to or any deposit upon any part of the said strip of land so as to interfere with or obstruct the access thereto or to the said works by Transco so as to lessen or in any way interfere with the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works

5.3 The Grantor shall not erect or install or cause or permit to be erected or installed any building or structure of permanent apparatus in through upon or over the said strip of land PROVIDED that nothing in this Clause shall prevent the Grantor from installing any necessary service pipes drains wires or cables or constructing roads footpaths and parking areas under the supervision and with the consent (which shall not be unreasonably withheld) in writing of Transco or its agents or from carrying on normal agricultural operations or acts of good husbandry including mowing fencing hedging and ditching not causing interference obstruction or material reduction of the depth of soil as aforesaid"

NOTE: The strip of land coloured pink referred to is hatched blue on the filed plan so far as affects the land in this title.

- 10 (27.05.2003) The parts of the land affected thereby are subject to the rights granted by a Deed of Grant dated 23 May 2003 made between (1) Hertsmere Borough Council and (2) Three Valleys Water PLC.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

- 11 (17.11.2008) The parts of the land affected thereby are subject to the rights granted by a Lease of the land numbered 118 on the title plan dated 13 August 1959 referred to in the schedule of leases hereto.

-NOTE: Copy lease filed under HD455262 .

- 12 (17.11.2008) The parts of the land affected thereby are subject to the rights granted by a Lease of the land numbered 119 on the title plan dated 13 August 2006 referred to in the schedule of leases hereto.

-NOTE: Copy lease filed under HD454741 .

- 13 (17.11.2008) 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.

Schedule of notices of leases

- | | | | | |
|---|------------|------------------|---------------|----------|
| 1 | 20.06.1990 | 7 Bradbury Close | 01.06.1990 | HD274847 |
| | 90 | | 99 years from | |
| | | | 1.6.1990 | |

NOTE 1: The Lease also comprises other land.

NOTE 2: The Lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances therein mentioned

- | | | | | |
|---|------------|------------------|------------|----------|
| 2 | 20.06.1990 | 6 Bradbury Close | 11.06.1990 | HD274851 |
|---|------------|------------------|------------|----------|

Title number HD16898

Schedule of notices of leases continued

87

99 years from
11.6.1990

NOTE 1: The Lease comprises also other land.

NOTE 2: The Lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances mentioned

3	31.07.2006 118	electricity sub-station, Winstre Road	13.08.1959 99 years from 25.12.1951	HD455262
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NOTE: See entry in the Charges Register relating to the rights granted by this lease.

4	18.07.2006 119	Electricity sub-station, Gateshead Road	13.08.1960 99 years from 24.6.1953	HD454741
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NOTE: See entry in charges register relating to the rights granted by this lease.

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 11:42:52. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD433602

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (23.08.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land forming part of Caishowe Road, part of Oddesey Road, and part of Cowley Hill, and garages lying to the south east of Caishowe Road, Borehamwood.
- 2 (23.08.2004) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.
- 3 (23.08.2004) By Transfers and Conveyances of adjacent or neighbouring land pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.
- 4 (12.11.2015) 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 (23.08.2004) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

- 1 (23.08.2004) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Dacorum Borough Council or its predecessors in title.
- 2 (23.08.2004) A Wayleave Agreement dated 29 October 1928 under the hand of Walter Thomas Lear relates to erection or laying, maintenance, repair and removal of electric lines and works.

-NOTE: Copy filed.

C: Charges Register continued

- 3 (23.08.2004) The parts of the land affected thereby are subject for a term of 99 years from 25 December 1951 to the rights granted by a Lease of an electricity substation at the rear of 28 and 40 Caishowe Road dated 14 May 1952 made between (1) The Rural District Council for the Rural District of Elstree and (2) The Eastern Electricity Board.

-NOTE: Copy filed.

- 4 (23.08.2004) The land is subject to the rights granted by a Deed of Grant dated 26 February 1992 made between (1) Hertsmere Borough Council and (2) Eastern Electricity PLC.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

- 5 (23.08.2004) The land is subject to the rights granted by a Deed of Grant dated 20 May 2002 made between (1) Hertsmere Borough Council and (2) Transco PLC.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 11:45:43. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD433872

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (01.09.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land comprising Hartforde Road and Brodewater Road, land comprising part of Broughinge Road, Delamere Road, Cowley Hill, Oddessey Road, Caishowe Road and Winstre Road, land and buildings lying to the south west of Bracken Close, land and buildings lying to the south west of Winstre Road and 95 - 109 (odd) Hartforde Road, Borehamwood.

NOTE: The land tinted green on the title plan is not included the title.

- 2 (01.09.2004) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.
- 3 (01.09.2004) By Transfers and Conveyances of adjacent or neighbouring land pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.
- 4 (01.09.2004) The land has the benefit of such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were reserved by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.
- 5 (01.09.2004) The Conveyance dated 29 July 1946 referred to in the Charges Register contains a provision as to light or air.

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 (01.09.2004) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

Title number HD433872

- 1 (01.09.2004) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmeare Borough Council or its predecessors in title.
- 2 (01.09.2004) The parts of the land affected thereby together with other land other land is subject to the payment of two yearly sums of £2. each payable to the poor of Elstree and of a yearly sum of 6/8d payable to the Lord of the Manor of Elstree (if and so far as the same are legally recoverable and have not been redeemed) but has the benefit of a partial indemnity contained in a Deed dated 20 November 1884 made between (1) Arthur William Webb (2) John Brodie and others and (3) Samuel Johnson and a complete indemnity contained in a Deed dated 11 June 1885 made between (1) Thomas Allen Hickley and John Charles Tucker Steward and (2) Anne Shaw.
- 3 (01.09.2004) A Conveyance of the land tinted blue, tinted brown and tinted yellow on the title plan and other land dated 18 May 1925 made between (1) Henry James Wise (2) H.E Clifford (3) Henry James Wise and H.V Scott and (4) Walter Thomas Lear contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 4 (01.09.2004) A Conveyance of the land tinted yellow on the title plan and other land dated 23 August 1928 made between (1) Walter Thomas Lear (2) Ludwig Blattner and (3) Ludwig Blattner Picture Corporation Limited contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 5 (01.09.2004) By a Conveyance of the land tinted blue, tinted mauve, tinted pink, tinted brown and edged brown on the title plan and other land dated 9 October 1934 made between (1) Walter Thomas Lear and (2) Provincial Garden Cities Limited the land tinted pink, tinted blue and edged brown on the title plan together with other land was conveyed subject to stipulations details of which are set out in the schedule of restrictive covenants hereto.

NOTE: No copy of the covenant to observe the said stipulations was supplied on first registration.

- 6 (01.09.2004) The land tinted blue, tinted mauve, tinted pink, tinted brown and edged brown on the title plan is subject to the following rights reserved by the Conveyance dated 9 October 1934 referred to above:-

EXCEPTION AND RESERVATION unto the Vendor and the persons deriving title under him of the right at any time to erect or suffer to be erected any buildings or other erections and to alter any buildings or other erections then standing or thereafter to be erected on any part of the adjoining land of the Vendor in such a manner as to obstruct or interfere with the passage of light or air to any building which was or might be erected upon any part of the property thereby conveyed and it was thereby declared that the Purchasers should not be entitled to any right of access of light or air to buildings to be erected on the land thereby conveyed which would restrict or interfere with the free user of any part of the Vendor's said land for building or other purposes and there should be excepted and reserved to the Vendor and the persons deriving title under him the right to sell lease or otherwise deal with any of his adjoining or neighbouring land either subject to or free from any of the stipulations and restrictions mentioned in the 3rd Schedule thereto and all privileges in respect of light or air now enjoyed over the Vendor's adjoining or neighbouring land in respect of the premises hereby conveyed should be deemed to be so enjoyed by the license or consent of the Vendor or the persons deriving title under him and not as of right.

- 7 (01.09.2004) The land tinted blue, tinted brown and tinted yellow on the title plan is subject as mentioned a Deed dated 23 July 1935 made between (1) Provincial Garden Cities Limited and (2) The Rural District Council of Barnet.

-NOTE: Copy filed.

- 8 (01.09.2004) The land tinted blue, tinted brown and tinted yellow on the title plan is subject to the rights reserved by a Conveyance of the

C: Charges Register continued

land in this title and other land dated 29 July 1946 made between (1) Provincial Garden Cities Limited and (2) The Rural District Council of Elstree.

-NOTE: Copy filed.

- 9 (01.09.2004) The parts of the land affected thereby is subject to the rights granted by a Deed dated 20 May 2002 made between (1) Hertsmere Borough Council and (2) Transco PLC.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

- 10 (01.09.2004) 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. In addition, certain leases grant the exclusive use of the car parking spaces as more particularly described in the Schedule of Leases.

- 11 (01.04.2011) The parts of the land affected thereby are subject to the rights granted by a Lease of 97, 97a, 99 and 99a Hartforde Road dated 18 March 2011 referred to in the schedule of leases hereto.

-NOTE: Copy lease filed under HD507914 .

- 12 (25.10.2011) By a Deed dated 20 October 2011 made between (1) Hertsmere Borough Council and (2) Martin McColl Limited the terms of the lease dated 18 March 2011 of 97, 97a, 99 and 99a Hartforde Road referred to in the schedule of leases hereto were varied.

-NOTE: Copy Deed filed under HD507914.

Schedule of restrictive covenants

- 1 (01.09.2004) The following are details of the stipulations contained in the Conveyance dated 9 October 1934 referred to in the Charges Register:-

1. No hut caravan house on wheels or other chattels adapted or intended for use as a dwelling or sleeping apartment shall be erected made placed or used or allowed to remain on any part of the land (hereinafter referred to as the said land) coloured deep pink on the plan attached hereto nor shall any hoarding or bill posting or advertising station be erected placed or allowed to remain on any part of the said land

2. No building or erection of any kind other than fences is to be built or erected nearer to the boundaries of the said land than the line marked Building Line upon the said plan

3. No building or erection of any kind shall at any time be erected on any part of the said land except dwellinghouses flats or maisonettes or private motor garage or garages or other buildings suitable for use in conjunction with any such building Not more than 8 dwellinghouses shall be erected on any one acre of the said land No dwellinghouse shall be erected the net first cost of which calculated in labour and materials alone shall be less in the case of the part of the said land edged blue fronting on Green Street £500 and in the case of the rest of the land £350

4. No building or erection of any kind intended to be of a permanent nature shall be at any time erected on the said land unless and until plans and elevations thereof including a block plan showing the proposed position of the building and of every outbuilding boundary wall and fence (if any) shall have been previously submitted to and approved of in writing by the Vendor or the Surveyor for the time being of the Vendor which approval shall not be unreasonably withheld All roofs to be tiled or slated unless special slates have been submitted to and passed by the Vendor's Surveyor No such building or erection of any kind shall be erected save in accordance with the plans and elevations approved in respect of the same.

Schedule of restrictive covenants continued

5. Except with the previous consent in writing of the Vendor or the Surveyor for the time being of the Vendor (which shall not be unreasonably withheld) and in all respects in conformity with the conditions of such consent no alteration shall at any time be made in any of the elevations or exterior portions of any buildings or erections at any time erected on the said land

6. No operative or manufacturing machinery shall at any time be fixed or placed upon any part of the said land and no trade or business shall be carried on thereon nor shall any placard or hoarding be set up thereon other than such as may relate to the letting or selling of any dwellinghouse built thereon nor anything done or permitted to be done thereon which may be or become a nuisance to the Vendor the neighbours or adjoining owners or occupiers and may tend to lessen or depreciate the value of the adjoining property

7. No sand earth clay loam or gravel shall be dug out of any part of the said land except so far as may be necessary for building or gardening purposes and no refuse shall be deposited thereon.

NOTE: The land coloured deep pink referred to above is tinted blue, tinted pink and edged brown on the title plan so far as it affects the land in this title. The building line referred to above is shown by a blue broken line on the title plan.

Schedule of notices of leases

1	01.09.2004 Edged and numbered 3 and 4 in blue	105 and 105a Hartforde Road	18.01.1995 14 years from 1.5.1993	
2	01.09.2004 Edged and numbered 5 and 6 in blue	103 and 103a Hartforde Road	19.12.1997 15 years from 1.5.1992	
3	01.09.2004 Edged and numbered 9 and 10 in blue	101 and 101a Harforde Road	11.09.2000 5 years from 11.9.2000	
4	03.05.2006 Edged and numbered 15, 16 and 17 in blue	107 & 107a Hartforde Road and parking spaces	10.03.2006 15 years from 30.8.2005	HD452299
5	01.04.2011 Edged and numbered 7, 8, 11 and 12 in blue (NSE)	97, 97a, 99 and 99a Hartforde Road	18.03.2011 10 years from 18.03.2011	HD507914
	NOTE: This lease grants the exclusive use of the car parking space edged and numbered 1 in mauve on the title plan. See entry in the Charges Register relating to a Deed of variation dated 20 October 2011.			
6	10.12.2012 Edged and numbered 1 and 2 in blue	109 and 109a Hartforde Road	23.11.2010 15 years from 16.11.2010	HD521871
7	02.03.2018 Edged and numbered 13 in blue (part of); Edged and numbered 14 in blue	95 Hartforde Road (Ground floor shop); Rear yard	07.12.2017 20 years from 7 December 2017	HD571665

End of register

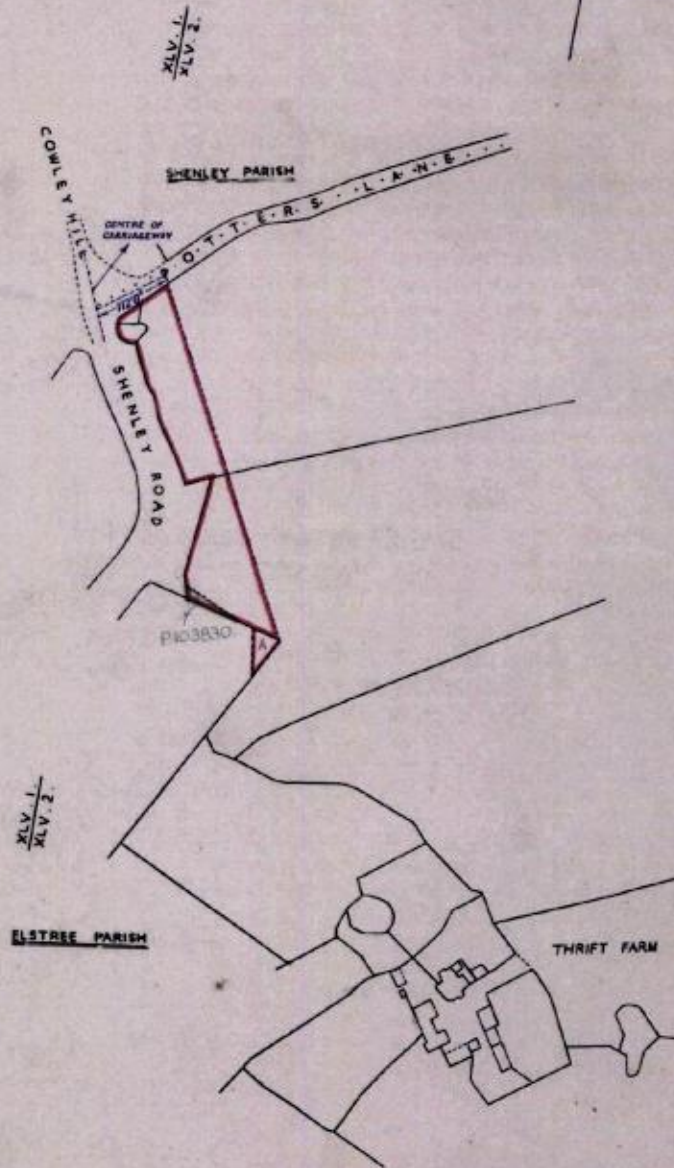


Title number	Estate information	Address
HD16898	Freehold	25 GROVE ROAD, BOREHAMWOOD WD6 5DU 27 GROVE ROAD, BOREHAMWOOD WD6 5DU 29 GROVE ROAD, BOREHAMWOOD WD6 5DU 31 GROVE ROAD, BOREHAMWOOD WD6 5DU AN ELECTRICITY SUB-STATION WINSTRE ROAD, BOREHAMWOOD WD6 5DR AN ELECTRICITY SUB-STATION GATESHEAD ROAD, BOREHAMWOOD 45 WINSTRE ROAD, BOREHAMWOOD WD6 5DR

H.M. LAND REGISTRY

Scale 1/2500.

The boundaries shown by dotted lines have not been plotted from the base of the plan and are subject to revision on survey



Parish ELSTREE
O.S. Sheet HERTFORDSHIRE XLV.2.

Filed Plan of Title No. HD 7293

This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 December 2018 at 11:47:03. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

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HM Land Registry
Current title plan

Title number **HD433602**
Ordnance Survey map reference **TQ1997NE**
Scale **1:2500 reduced from 1:1250**
Administrative area **Hertfordshire : Hertsmere**



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This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 December 2018 at 11:43:40. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 28 AUG 2018 AT 14:38:53. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD16898

There is/are applications(s) pending against this title.

A: Property Register

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

HERTFORDSHIRE ; HERTSMERE

1 (15.07.1957) 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 south west side of Cowley Hill Road.

2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance dated 12 June 1957 made between (1) The London County Council and (2) The Rural District Council of Elstree:-

"Except and reserving to the County Council its successors and assigns (a) right of way at all times and for all purposes over the half width of Gateshead Road included in the land hereby conveyed until such time as Gateshead Road is taken over as a highway by the local authority and is repairable by the inhabitants at large and (b) a right in common with the Rural District Council and all persons authorised by it to the free passage and running of soil and surface water coming from and off the land of the County Council lying to the north of the land hereby conveyed or any part thereof through the soil and surface water drains and sewers constructed on the land hereby conveyed shown by firm green and blue lines on the said plan Together with a right of way for the Rural District Council its successors and assigns at all times and for all purposes over the remaining half of Gateshead Road abutting the northern boundary of the land hereby conveyed until such time as Gateshead Road is taken over as a highway by the local authority and is repairable by the inhabitants at large."

3 The Conveyance dated 12 June 1957 referred to above contains the following provision:-

"It is hereby agreed and declared that this Conveyance shall not be deemed to include and shall not operate to convey any ways watercourses sewers drains lights liberties privileges easements rights or advantages whatsoever in through over or upon any other land or property of the County Council adjoining or near to the land hereby conveyed."

NOTE 1: The soil and surface water drains and sewers referred to are along the frontage to Gateshead Road

-NOTE 2: Copy plan filed.

4 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.

5 Unless otherwise stated below transfers of the parts edged and numbered in green reserve rights in the nature of those mentioned in the Charges Register.

6 Where the parts edged and numbered in green on the filed plan include part of a side passageway, rights of way are reserved thereover.

A: Property Register continued

- 7 The Transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Chapter 1 of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 of that Act.
- 8 The transfers of those parts edged and numbered in green on the title plan which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of that Act.
- 9 (29.11.2002) The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered HD410679 in green on the filed plan dated 1 November 2002 made between (1) Hertsmere Borough Council (Transferor) and (2) Ridgehill Housing Association Limited (Transferee):-

"For the benefit of the land remaining in title no. HD16898 after the date of this Transfer ("the Adjoining Land") full and free right of passage and running of gas electricity water and soil through such gutters pipes wires and conduits sewers drains and water courses in and through the Property ("Service Media") as exist at the date of this Transfer or through any replacement Service Media constructed within 80 years of the date of this Transfer and to make such connections with any such Service Media for the purpose of exercising such rights of passage and running of gas electricity water and soil as are reasonably necessary for the enjoyment of the Adjoining Land the Transferor or persons exercising such rights doing so in such a manner as to cause as little inconvenience as is reasonably practicable to the Property the Transferee and the occupiers of the Property and forthwith making good to the reasonable satisfaction of the Transferee any damage caused to the Property in the exercise of the rights and paying a fair proportion of the costs of the cleaning and repairing the Service Media when reasonably required by the Transferee such fair proportion in default of agreement being settled by arbitration."

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 (15.07.1957) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Council Offices, Elstree Way, Borehamwood, Herts.
- 2 (15.07.1957) Except under an Order of the Registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Housing Acts 1936-1956 or some other Act or Authority.

C: Charges Register

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

- 1 The land is subject to rights of drainage and rights in respect of water, gas and electricity supply services.
- 2 The side passageways included in the title are subject to rights of way.
- 3 The Leases specified in the Schedule of Leases annexed which were made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed in paragraph 2 of Schedule 2 of that Act.
- 4 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto and to such rights of user, rights

C: Charges Register continued

to use all sewers, drains, pipes, watercourses, wires, cables and other services and rights to use the common areas footways entrances passages and lifts on foot only and other rights as are granted by those leases.

5 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 for the purpose of repairing, reconstructing and maintaining the shed erected on the part so edged and numbered.

6 The accessways included in the title are subject to rights of way.

7 The land is subject to the following rights granted by a Conveyance of land to the north of Grove Road dated 16 March 1987 made between (1) Hertsmere Borough Council (Council) and (2) Warden Housing Association Limited (Association):-

The right for the Association in common with the Council its successors in title and all other persons who have or may have hereafter the like right

At all times and for all usual reasonable purposes connected with the use of the said Land to go and return with or without motor and other vehicles over and along the accessway shown coloured brown on the plan annexed hereto PROVIDED ALWAYS that if and until such time as the said accessway shall be declared by the appropriate Local Authority as repairable at the public expense such right shall be subject to:-

(i) the Association paying a one-tenth part of the expense of maintaining repairing and renewing the said accessway

(ii) the maximum permitted load using the said accessway being 24 tonnes

(iii) the use of the said accessway for the purpose of carrying out building or construction work on the said land being restricted to the hours 8.00 a.m. to 6.00 p.m. Monday to Friday inclusive and 8.00 a.m. to 1.00 p.m. Saturday or such other time as the Council may agree in writing

(iv) the Association keeping the said accessway free from obstruction at all times

(v) the Association indemnifying the Council against any damage caused by the Association to the said accessway or any trees growing on the adjoining land of the Council and all claims costs damages or expenses arising from the use of the said accessway by the Association its servants agents or contractors.

8 The Leases specified in the Schedule hereto which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed in paragraph 2 of Schedule 6 of that Act.

9 (06.06.2002) The land is subject to the following rights granted by a Deed dated 20 May 2002 made between (1) Hertsmere Borough Council (Grantor) and (2) Transco Plc:-

"the Grantor with full title guarantee (and to the intent that the easements hereby granted shall be appurtenant to Transco's undertaking and each and every part thereof) HEREBY GRANTS unto Transco THE EASEMENTS to lay construct inspect maintain protect use replace remove or render unusable a pipeline for the transmission or storage of gas or other materials (whether such gas or materials are transmitted by Transco on its own behalf or on behalf of other persons) and all necessary apparatus ancillary thereto (all hereinafter together called "the said works") in upon and over a strip of land six metres (6.00m) in width coloured pink for identification purposes only on the plan annexed hereto (hereafter called "the said strip of land") and to pass over the said strip of land for the purpose of the said works and of any works of Transco contiguous therewith and over such part of the said land as is reasonably necessary for the purpose of access to the said strip of land at all reasonable times on giving at least three days written notice to the Grantor and in an emergency at any time whether or not with workmen vehicles machinery and apparatus TO HOLD

C: Charges Register continued

the same unto Transco in fee simple

4. COVENANTS BY TRANSCO

Transco (to the intent and so as to bind the easements hereby granted into whosoever hands the same may come and to benefit and protect the said land and every part thereof but so that Transco and its successors in title shall not be liable once it or they shall have parted with all their respective interests in the said works PROVIDED THAT in accordance with sub-clause 4.8 of this clause it or they have secured a direct covenant from their respective transferee in favour of the Grantor or the Grantor's successors in title in the form of an obligation to perform and observe any positive covenants contained herein on the part of Transco) HEREBY COVENANTS with the Grantor as follows:

4.1 In exercising the easements hereby granted Transco shall take all reasonable precautions to avoid obstruction to or interference with the user of the said land and damage and injury thereto

4.2 Transco shall so far as is reasonable practicable make good all damage or injury to the said land caused by the exercise by Transco of the easements hereby granted to the Grantor's reasonable satisfaction and shall make full compensation to the Grantor in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid

4.3 Transco shall so far as is reasonably practicable and so long as the said works are used for or in connection with the transmission or storage of gas or other materials as aforesaid keep the said works in proper repair and condition and upon abandonment of the said works or any part thereof (notification whereof shall as soon as reasonably practicable be given to the Grantor by Transco) shall render and make the same permanently safe

4.4 Transco shall indemnify and keep the Grantor indemnified against all costs actions claims demands damages expenses or losses arising by reason of the exercise of the easements hereby granted or of any failure to keep the said works in proper repair and condition as aforesaid

4.5 Transco shall indemnify and keep indemnified the Grantor against all loss damage claims demands costs and expenses which may arise or be incurred by virtue of any damage or destruction of the pipeline aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape of any gas or other material whatsoever from the said pipeline or any such apparatus or equipment as aforesaid where such damage destruction or escape is caused by the acts or omissions of any person other than the Grantor its servants or agents PROVIDED that the Grantor shall not settle or compromise any such action claim or demand as is referred to in sub-clauses 4.4 and 4.5 of this Clause without the prior consent of Transco

4.6 Transco shall pay all rates and taxes which may be imposed in respect of the said works or the easements hereby granted

4.7 If at any time any interference with or disturbance of the functioning of any drains or drainage system in or under the said land can be shown by the Grantor to have been caused by the laying of any pipeline in the exercise of the easements hereby granted then Transco shall so far as is reasonably practicable make good any damage or injury thereby caused and shall make full compensation to the Grantor in respect thereof in so far as the same shall not have been made good as aforesaid

4.8 Not to transfer the benefit of this Deed unless the transferee first covenants directly with the Grantor to comply with the obligations of Transco in this Deed of Grant"

The said Deed also contains the following restrictive covenants by the Grantor

"COVENANTS BY THE GRANTOR

C: Charges Register continued

The Grantor (to the intent and so as to bind the said land and every part thereof into whosoever hands the same may come (but so that subject to the provisions of Clause 10 of this Deed the Grantor and any successors in title shall not be liable once they shall have parted with all their respective interests in the said land) and to benefit and protect the easements hereby granted) hereby covenants with Transco as follows:-

5.1 The Grantor shall not do or cause or permit to be done on the said land anything calculated or likely to cause damage or injury to the said works and shall take all reasonable precautions to prevent such damage or injury

5.2 The Grantor shall not without the prior consent in writing of Transco make or cause or permit to be made any material alteration to or any deposit upon any part of the said strip of land so as to interfere with or obstruct the access thereto or to the said works by Transco so as to lessen or in any way interfere with the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works

5.3 The Grantor shall not erect or install or cause or permit to be erected or installed any building or structure of permanent apparatus in through upon or over the said strip of land PROVIDED that nothing in this Clause shall prevent the Grantor from installing any necessary service pipes drains wires or cables or constructing roads footpaths and parking areas under the supervision and with the consent (which shall not be unreasonably withheld) in writing of Transco or its agents or from carrying on normal agricultural operations or acts of good husbandry including mowing fencing hedging and ditching not causing interference obstruction or material reduction of the depth of soil as aforesaid"

NOTE: The strip of land coloured pink referred to is hatched blue on the filed plan so far as affects the land in this title.

- 10 (27.05.2003) The parts of the land affected thereby are subject to the rights granted by a Deed of Grant dated 23 May 2003 made between (1) Hertsmere Borough Council and (2) Three Valleys Water PLC.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

- 11 (17.11.2008) The parts of the land affected thereby are subject to the rights granted by a Lease of the land numbered 118 on the title plan dated 13 August 1959 referred to in the schedule of leases hereto.

-NOTE: Copy lease filed under HD455262 .

- 12 (17.11.2008) The parts of the land affected thereby are subject to the rights granted by a Lease of the land numbered 119 on the title plan dated 13 August 2006 referred to in the schedule of leases hereto.

-NOTE: Copy lease filed under HD454741 .

- 13 (17.11.2008) 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.

Schedule of notices of leases

- | | | | | |
|---|------------|------------------|---------------------------|----------|
| 1 | 20.06.1990 | 7 Bradbury Close | 01.06.1990 | HD274847 |
| | 90 | | 99 years from
1.6.1990 | |

NOTE 1: The Lease also comprises other land.

NOTE 2: The Lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances therein mentioned

- | | | | | |
|---|------------|------------------|------------|----------|
| 2 | 20.06.1990 | 6 Bradbury Close | 11.06.1990 | HD274851 |
|---|------------|------------------|------------|----------|

Title number HD16898

Schedule of notices of leases continued

87

99 years from
11.6.1990

NOTE 1: The Lease comprises also other land.

NOTE 2: The Lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances mentioned

3	31.07.2006 118	electricity sub-station, Winstre Road	13.08.1959 99 years from 25.12.1951	HD455262
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NOTE: See entry in the Charges Register relating to the rights granted by this lease.

4	18.07.2006 119	Electricity sub-station, Gateshead Road	13.08.1960 99 years from 24.6.1953	HD454741
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NOTE: See entry in charges register relating to the rights granted by this lease.

End of register



Map scale 1:2500

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Data last updated 10:00pm 12 DECEMBER, 2018



Title number	Estate information	Address
HD16898	Freehold	27 GROVE ROAD, BOREHAMWOOD WD6 5DU 29 GROVE ROAD, BOREHAMWOOD WD6 5DU 31 GROVE ROAD, BOREHAMWOOD WD6 5DU AN ELECTRICITY SUB-STATION WINSTRE ROAD, BOREHAMWOOD WD6 5DR AN ELECTRICITY SUB-STATION GATESHEAD ROAD, BOREHAMWOOD 45 WINSTRE ROAD, BOREHAMWOOD WD6 5DR 25 GROVE ROAD, BOREHAMWOOD WD6 5DU

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 28 AUG 2018 AT 14:38:53. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD16898

There is/are applications(s) pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

1 (15.07.1957) 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 south west side of Cowley Hill Road.

2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance dated 12 June 1957 made between (1) The London County Council and (2) The Rural District Council of Elstree:-

"Except and reserving to the County Council its successors and assigns (a) right of way at all times and for all purposes over the half width of Gateshead Road included in the land hereby conveyed until such time as Gateshead Road is taken over as a highway by the local authority and is repairable by the inhabitants at large and (b) a right in common with the Rural District Council and all persons authorised by it to the free passage and running of soil and surface water coming from and off the land of the County Council lying to the north of the land hereby conveyed or any part thereof through the soil and surface water drains and sewers constructed on the land hereby conveyed shown by firm green and blue lines on the said plan Together with a right of way for the Rural District Council its successors and assigns at all times and for all purposes over the remaining half of Gateshead Road abutting the northern boundary of the land hereby conveyed until such time as Gateshead Road is taken over as a highway by the local authority and is repairable by the inhabitants at large."

3 The Conveyance dated 12 June 1957 referred to above contains the following provision:-

"It is hereby agreed and declared that this Conveyance shall not be deemed to include and shall not operate to convey any ways watercourses sewers drains lights liberties privileges easements rights or advantages whatsoever in through over or upon any other land or property of the County Council adjoining or near to the land hereby conveyed."

NOTE 1: The soil and surface water drains and sewers referred to are along the frontage to Gateshead Road

-NOTE 2: Copy plan filed.

4 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.

5 Unless otherwise stated below transfers of the parts edged and numbered in green reserve rights in the nature of those mentioned in the Charges Register.

6 Where the parts edged and numbered in green on the filed plan include part of a side passageway, rights of way are reserved thereover.

A: Property Register continued

- 7 The Transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Chapter 1 of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 of that Act.
- 8 The transfers of those parts edged and numbered in green on the title plan which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of that Act.
- 9 (29.11.2002) The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered HD410679 in green on the filed plan dated 1 November 2002 made between (1) Hertsmere Borough Council (Transferor) and (2) Ridgehill Housing Association Limited (Transferee):-

"For the benefit of the land remaining in title no. HD16898 after the date of this Transfer ("the Adjoining Land") full and free right of passage and running of gas electricity water and soil through such gutters pipes wires and conduits sewers drains and water courses in and through the Property ("Service Media") as exist at the date of this Transfer or through any replacement Service Media constructed within 80 years of the date of this Transfer and to make such connections with any such Service Media for the purpose of exercising such rights of passage and running of gas electricity water and soil as are reasonably necessary for the enjoyment of the Adjoining Land the Transferor or persons exercising such rights doing so in such a manner as to cause as little inconvenience as is reasonably practicable to the Property the Transferee and the occupiers of the Property and forthwith making good to the reasonable satisfaction of the Transferee any damage caused to the Property in the exercise of the rights and paying a fair proportion of the costs of the cleaning and repairing the Service Media when reasonably required by the Transferee such fair proportion in default of agreement being settled by arbitration."

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 (15.07.1957) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Council Offices, Elstree Way, Borehamwood, Herts.
- 2 (15.07.1957) Except under an Order of the Registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Housing Acts 1936-1956 or some other Act or Authority.

C: Charges Register

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

- 1 The land is subject to rights of drainage and rights in respect of water, gas and electricity supply services.
- 2 The side passageways included in the title are subject to rights of way.
- 3 The Leases specified in the Schedule of Leases annexed which were made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed in paragraph 2 of Schedule 2 of that Act.
- 4 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto and to such rights of user, rights

C: Charges Register continued

to use all sewers, drains, pipes, watercourses, wires, cables and other services and rights to use the common areas footways entrances passages and lifts on foot only and other rights as are granted by those leases.

5 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 for the purpose of repairing, reconstructing and maintaining the shed erected on the part so edged and numbered.

6 The accessways included in the title are subject to rights of way.

7 The land is subject to the following rights granted by a Conveyance of land to the north of Grove Road dated 16 March 1987 made between (1) Hertsmere Borough Council (Council) and (2) Warden Housing Association Limited (Association):-

The right for the Association in common with the Council its successors in title and all other persons who have or may have hereafter the like right

At all times and for all usual reasonable purposes connected with the use of the said Land to go and return with or without motor and other vehicles over and along the accessway shown coloured brown on the plan annexed hereto PROVIDED ALWAYS that if and until such time as the said accessway shall be declared by the appropriate Local Authority as repairable at the public expense such right shall be subject to:-

(i) the Association paying a one-tenth part of the expense of maintaining repairing and renewing the said accessway

(ii) the maximum permitted load using the said accessway being 24 tonnes

(iii) the use of the said accessway for the purpose of carrying out building or construction work on the said land being restricted to the hours 8.00 a.m. to 6.00 p.m. Monday to Friday inclusive and 8.00 a.m. to 1.00 p.m. Saturday or such other time as the Council may agree in writing

(iv) the Association keeping the said accessway free from obstruction at all times

(v) the Association indemnifying the Council against any damage caused by the Association to the said accessway or any trees growing on the adjoining land of the Council and all claims costs damages or expenses arising from the use of the said accessway by the Association its servants agents or contractors.

8 The Leases specified in the Schedule hereto which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed in paragraph 2 of Schedule 6 of that Act.

9 (06.06.2002) The land is subject to the following rights granted by a Deed dated 20 May 2002 made between (1) Hertsmere Borough Council (Grantor) and (2) Transco Plc:-

"the Grantor with full title guarantee (and to the intent that the easements hereby granted shall be appurtenant to Transco's undertaking and each and every part thereof) HEREBY GRANTS unto Transco THE EASEMENTS to lay construct inspect maintain protect use replace remove or render unusable a pipeline for the transmission or storage of gas or other materials (whether such gas or materials are transmitted by Transco on its own behalf or on behalf of other persons) and all necessary apparatus ancillary thereto (all hereinafter together called "the said works") in upon and over a strip of land six metres (6.00m) in width coloured pink for identification purposes only on the plan annexed hereto (hereafter called "the said strip of land") and to pass over the said strip of land for the purpose of the said works and of any works of Transco contiguous therewith and over such part of the said land as is reasonably necessary for the purpose of access to the said strip of land at all reasonable times on giving at least three days written notice to the Grantor and in an emergency at any time whether or not with workmen vehicles machinery and apparatus TO HOLD

C: Charges Register continued

the same unto Transco in fee simple

4. COVENANTS BY TRANSCO

Transco (to the intent and so as to bind the easements hereby granted into whosoever hands the same may come and to benefit and protect the said land and every part thereof but so that Transco and its successors in title shall not be liable once it or they shall have parted with all their respective interests in the said works PROVIDED THAT in accordance with sub-clause 4.8 of this clause it or they have secured a direct covenant from their respective transferee in favour of the Grantor or the Grantor's successors in title in the form of an obligation to perform and observe any positive covenants contained herein on the part of Transco) HEREBY COVENANTS with the Grantor as follows:

4.1 In exercising the easements hereby granted Transco shall take all reasonable precautions to avoid obstruction to or interference with the user of the said land and damage and injury thereto

4.2 Transco shall so far as is reasonable practicable make good all damage or injury to the said land caused by the exercise by Transco of the easements hereby granted to the Grantor's reasonable satisfaction and shall make full compensation to the Grantor in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid

4.3 Transco shall so far as is reasonably practicable and so long as the said works are used for or in connection with the transmission or storage of gas or other materials as aforesaid keep the said works in proper repair and condition and upon abandonment of the said works or any part thereof (notification whereof shall as soon as reasonably practicable be given to the Grantor by Transco) shall render and make the same permanently safe

4.4 Transco shall indemnify and keep the Grantor indemnified against all costs actions claims demands damages expenses or losses arising by reason of the exercise of the easements hereby granted or of any failure to keep the said works in proper repair and condition as aforesaid

4.5 Transco shall indemnify and keep indemnified the Grantor against all loss damage claims demands costs and expenses which may arise or be incurred by virtue of any damage or destruction of the pipeline aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape of any gas or other material whatsoever from the said pipeline or any such apparatus or equipment as aforesaid where such damage destruction or escape is caused by the acts or omissions of any person other than the Grantor its servants or agents PROVIDED that the Grantor shall not settle or compromise any such action claim or demand as is referred to in sub-clauses 4.4 and 4.5 of this Clause without the prior consent of Transco

4.6 Transco shall pay all rates and taxes which may be imposed in respect of the said works or the easements hereby granted

4.7 If at any time any interference with or disturbance of the functioning of any drains or drainage system in or under the said land can be shown by the Grantor to have been caused by the laying of any pipeline in the exercise of the easements hereby granted then Transco shall so far as is reasonably practicable make good any damage or injury thereby caused and shall make full compensation to the Grantor in respect thereof in so far as the same shall not have been made good as aforesaid

4.8 Not to transfer the benefit of this Deed unless the transferee first covenants directly with the Grantor to comply with the obligations of Transco in this Deed of Grant"

The said Deed also contains the following restrictive covenants by the Grantor

"COVENANTS BY THE GRANTOR

C: Charges Register continued

The Grantor (to the intent and so as to bind the said land and every part thereof into whosoever hands the same may come (but so that subject to the provisions of Clause 10 of this Deed the Grantor and any successors in title shall not be liable once they shall have parted with all their respective interests in the said land) and to benefit and protect the easements hereby granted) hereby covenants with Transco as follows:-

5.1 The Grantor shall not do or cause or permit to be done on the said land anything calculated or likely to cause damage or injury to the said works and shall take all reasonable precautions to prevent such damage or injury

5.2 The Grantor shall not without the prior consent in writing of Transco make or cause or permit to be made any material alteration to or any deposit upon any part of the said strip of land so as to interfere with or obstruct the access thereto or to the said works by Transco so as to lessen or in any way interfere with the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works

5.3 The Grantor shall not erect or install or cause or permit to be erected or installed any building or structure of permanent apparatus in through upon or over the said strip of land PROVIDED that nothing in this Clause shall prevent the Grantor from installing any necessary service pipes drains wires or cables or constructing roads footpaths and parking areas under the supervision and with the consent (which shall not be unreasonably withheld) in writing of Transco or its agents or from carrying on normal agricultural operations or acts of good husbandry including mowing fencing hedging and ditching not causing interference obstruction or material reduction of the depth of soil as aforesaid"

NOTE: The strip of land coloured pink referred to is hatched blue on the filed plan so far as affects the land in this title.

- 10 (27.05.2003) The parts of the land affected thereby are subject to the rights granted by a Deed of Grant dated 23 May 2003 made between (1) Hertsmere Borough Council and (2) Three Valleys Water PLC.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

- 11 (17.11.2008) The parts of the land affected thereby are subject to the rights granted by a Lease of the land numbered 118 on the title plan dated 13 August 1959 referred to in the schedule of leases hereto.

-NOTE: Copy lease filed under HD455262 .

- 12 (17.11.2008) The parts of the land affected thereby are subject to the rights granted by a Lease of the land numbered 119 on the title plan dated 13 August 2006 referred to in the schedule of leases hereto.

-NOTE: Copy lease filed under HD454741 .

- 13 (17.11.2008) 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.

Schedule of notices of leases

1	20.06.1990 90	7 Bradbury Close	01.06.1990 99 years from 1.6.1990	HD274847
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NOTE 1: The Lease also comprises other land.

NOTE 2: The Lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances therein mentioned

2	20.06.1990	6 Bradbury Close	11.06.1990	HD274851
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Title number HD16898

Schedule of notices of leases continued

87 99 years from
11.6.1990

NOTE 1: The Lease comprises also other land.

NOTE 2: The Lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances mentioned

3 31.07.2006 electricity sub-station, 13.08.1959 HD455262
118 Winstre Road 99 years from
25.12.1951

NOTE: See entry in the Charges Register relating to the rights granted by this lease.

4 18.07.2006 Electricity sub-station, 13.08.1960 HD454741
119 Gateshead Road 99 years from
24.6.1953

NOTE: See entry in charges register relating to the rights granted by this lease.

End of register



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Data last updated 10:00pm 12 DECEMBER, 2018

Map scale 1:2500



Title number	Estate information	Address
HD16898	Freehold	27 GROVE ROAD, BOREHAMWOOD WD6 5DU 29 GROVE ROAD, BOREHAMWOOD WD6 5DU 31 GROVE ROAD, BOREHAMWOOD WD6 5DU AN ELECTRICITY SUB-STATION WINSTRE ROAD, BOREHAMWOOD WD6 5DR AN ELECTRICITY SUB-STATION GATESHEAD ROAD, BOREHAMWOOD 45 WINSTRE ROAD, BOREHAMWOOD WD6 5DR 25 GROVE ROAD, BOREHAMWOOD WD6 5DU

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD137003

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land at Farriers Way, Borehamwood.
- 2 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.
- 3 The Transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 of that Act.
- 4 The Transfer dated 22 January 1981 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY DECLARED AND AGREED by and between the parties hereto (A) that the Council shall have power at all times without obtaining any consent from or making any compensation to the Transferees to deal as the Council may think fit with any land or buildings adjoining opposite or near to the property and to erect or suffer to be erected on any adjoining opposite or neighbouring land any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time hereafter be enjoyed by the Transferees or other the owners tenants or occupiers of the property or any part thereof (B) that any access of light or air now or hereafter enjoyed over any part of the said adjoining or neighbouring land by or in respect of the property shall be deemed to be so enjoyed by the licence or consent of the Council and not as of right and (C) that there is expressly excepted from this Transfer any right to the free passage of light or air through any windows or openings in any building now standing or hereafter to be erected on any part of the Property."

- 5 The Transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of that Act.
- 6 (05.09.1994) The land has the benefit of the following rights reserved by the Transfer dated 31 March 1994 referred to in the Charges Register:-

"EXCEPTING AND RESERVING for the benefit of the Council and its successors in title and occupiers of the Remaining Land and each and every part thereof the rights set forth in Schedule C hereto

SCHEDULE C

EXCEPTIONS AND RESERVATIONS

SUPPORT

1. The full right of subjacent and lateral support from the Property

A: Property Register continued

and each and every part thereof for the benefit of the Remaining Land and each and every part thereof.

RIGHTS OF WAY

2. The right for the Council and the owner or owners and occupiers for the time being of the Remaining Land or any part thereof and all persons authorised by it or them in common with the Transferee and its successors in title at all times for all reasonable purposes connected with the use and enjoyment of the Remaining Land or any part thereof PROVIDED THAT this right is limited in extent to the degree that such rights are at the date hereof exercised over the Property to pass and re-pass over those parts of the Property (if any) which form roadways footways accessways or paths serving more than two dwellings (except where such roadways footways accessways or paths form an integral part of any individual dwelling within the Property) in all cases over routes to be designated by the Transferee PROVIDED THAT the Transferee (or its successors in title) may upon giving not less than 28 days' written notice to the Council (except in case of emergency) from time to time alter the route through the Property of any such routes as it shall in its absolute discretion think fit PROVIDED FURTHER THAT it does so whilst providing 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 the alternative route provided over the Property to the Remaining Land is reasonably adequate for the then reasonable use and occupation of the Remaining Land PROVIDED ALWAYS THAT the Council its successors in title or other persons as aforesaid using such rights as are hereby granted shall pay and contribute together with the Transferee or its successors in title a fair and just proportion according to the extent to which they use such rights at the cost of repairing and maintaining all of such roadways footways accessways or paths.

REPAIRS

3. The right where reasonably necessary and subject to not less than 7 days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property with or without workmen and others materials and appliances for the purpose of repairing replacing and or maintaining and or decorating the Remaining Land and all buildings now erected on the Remaining Land or any replacement or renewal thereof and also during the Perpetuity Period to lay Service Conduits in over through or under the roads footways and accessways from time to time forming part of the Property to serve the Remaining Land either alone or jointly or in common with the Property (the person exercising such right causing as little damage and inconvenience as possible and making good forthwith at his or their expense all damage and loss caused thereby) and SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Transferee or its successors in title for the duration of such works.

SERVICES

4. The free and uninterrupted right to the passage and running of water soil gas electricity or other fuels telephone television and any other services to and from the Remaining Land through and along all Service Conduits which are now or where there is any replacement or renewal thereof may during the Perpetuity Period be constructed on over through in or under the Property as are used or intended to be used jointly or 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 the Council or other persons as aforesaid bearing paying and contributing together with such other persons including the Transferee and its successors in title a fair proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits TOGETHER WITH the right subject to not less than 7 days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property with or without workmen and others, materials and appliances for the purpose of laying connecting to inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Council or other person or persons as aforesaid causing

A: Property Register continued

as little inconvenience and damage as possible and making good forthwith at their own expense all damage or loss caused thereby) SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Transferee or its successors in title for the duration of such works 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 footways 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.

5. (Subject as provided in Clause 5 and Schedule B hereof) the right to deal with any of the Remaining Land in the Council's ownership in any manner whatsoever in the Council's absolute discretion without reference to the Transferee or its successors in title.

6. The rights to the unimpeded access and enjoyment of light and air to all the windows now and during the Perpetuity Period in the buildings on the Remaining Land and each and every part thereof now existing and to any replacement or renewal thereof to be erected upon the Remaining Land or any part thereof within the Perpetuity Period from or over the Property or any parts thereof."

NOTE 1: The Transfer contains the following definitions:-

"the Common Areas"	shall include all existing common or amenity areas alleyways accessways footways pathways and roadways other than those which are or shall become adopted
"the Perpetuity Period"	by the appropriate public authority and maintainable at the public expense means a period of eighty years from the date hereof
"the Remaining Land"	means all land adjacent to or adjoining the Property and now in the ownership of the Council the extent of which land is to be conclusively certified by the Council by reference to plans within 56 days of completion of this Transfer
"Service Conduits"	shall include all existing mains sewers drains pipes wires cables conduits gutters channels soakaways ditches watercourses and all other conducting media and apparatus other than those which are vested in the Statutory Undertakings

NOTE 2: The land in this title comprises part of the remaining land referred to.

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 (10.02.1981) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts, WD6 1WA.
- 2 (10.02.1981) RESTRICTION:-Except under an order of the registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Housing Act 1957 or some other Act or Authority.

C: Charges Register

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

- 1 The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 3 April 1934 made between (1) The Right Honourable Edmond Henry (6th) Earl of Strafford (Vendor) and (2) Sir Francis Burdett and Herman William Tinne (Purchasers):-

"Except and reserved unto the Vendor and his successors and assigns owners and occupiers for the time being of Manor Farm Crane Farm and Bullbaiters Farm the right to lay and maintain water pipes across Field No. 71 in the position indicated by the red dotted line on the said plan or such other substituted position as shall be agreed and the right for him and them and all others by his or their permission of using the said pipes for the supply of water to the said farms and of inspecting cleansing repairing maintaining removing and enlarging the same and of entering on or over the lands through which the pipes pass and of doing any necessary work thereon for the purposes aforesaid causing as little damage as possible and making reasonable compensation for all damage done or caused thereby and Provided always that nothing in the aforesaid exceptions and reservations shall prevent the Purchasers or their successors in title erecting any building or other erection upon or over any part of the land hereby conveyed and the Vendor and his successors in title shall in that event if he or they so require be at liberty to remove the said line of pipes but at the Purchasers expense to some other position to be agreed."

NOTE: The red dotted line referred to is shown by a blue broken line on the filed plan so far as it affects.

- 2 The land is subject to the following rights reserved by a Transfer of the land in this title dated 22 January 1981 made between (1) The Greater London Council (Council) and (2) Hertsmere Borough Council (Transferee):-

"EXCEPT AND RESERVED (a) for the benefit of all adjoining and neighbouring land and premises now or formerly belonging to the Council (i) all existing easements quasi-easements rights or privileges over or in relation to the property now enjoyed with such adjoining and neighbouring land and premises and (ii) the rights to connect to any existing or future sewers drains pipes wires and cables now passing or prior to the expiry of the perpetuity period hereinafter defined to pass in through under or over the property and after such connection to use the said sewers drains pipes wires and cables for the purpose of the passage of water soil gas electricity and other facilities from or to the said adjoining and neighbouring land and premises and (iii) the right to enter upon the property for the purpose of the inspection of and executing works of repair maintenance and replacement of walls sewers drains pipes cables or other apparatus in connection with the enjoyment of the easements rights or privileges hereinbefore reserved the person(s) exercising such right making good any damage thereby occasioned and (b) the right for the Council and its successors in title to enter from time to time upon the property with or without workmen plant and materials (i) for the purpose of constructing reconstructing adding to altering inspecting maintaining and repairing any building now or within the said perpetuity period on the land adjoining the property and (ii) for any purpose(s) connected with the development within the said period of any adjoining or neighbouring land of the Council in so far as such purpose(s) cannot reasonably be carried out without such entry as aforesaid (in both cases giving reasonable previous notice of intention to enter upon the property to the owner or occupiers thereof and making good to their reasonable satisfaction any damage occasioned by such entry) AND SUBJECT to all existing rights privileges easements and quasi-easements in over or under the property in addition to those (if any) hereinbefore expressly mentioned."

- 3 (05.09.1994) The land is subject to the following rights granted by a Transfer of the land edged and numbered HD321232, HD321234, HD321236, HD321238, HD321240, HD321242, HD321245, HD321247, HD321249, HD321252, HD321254, HD321256, HD321258, HD321260 and HD321262 in green on the filed plan dated 31 March 1994 made between (1) Hertsmere Borough Council (the Council) and (2) Ridgehill Housing Association Limited

C: Charges Register continued

(the Transferee):-

"TOGETHER WITH the rights and easements set forth in Schedule B hereto

SCHEDULE B

RIGHTS GRANTED

SUPPORT

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

RIGHTS OF WAY

2. The right for the Transferee and the owner or owners and occupiers for the time being of the Property or any part thereof and all persons authorised by it or them at all times and for all reasonable purposes connected with the use and enjoyment of the Property or any part thereof in common with the Council and all other persons to whom a like right has been or may hereafter be granted to pass and repass (with or without vehicles in the case of roads and accessways) over and along the Common Areas now or any replacement or renewal thereof thereafter forming part of the Remaining Land and not publicly adopted the Transferee or other persons as aforesaid bearing paying and contributing together with the Council or its successors in title a reasonable proportion according to the extent to which they use such right of the cost of repairing and maintaining the Common Areas which are not maintained at public expense PROVIDED THAT the Council 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 through the Remaining Land of the Common Areas as it shall in its absolute discretion think fit PROVIDED FURTHER THAT it does so whilst providing suitable alternative routes at its own expense causing minimum inconvenience and making good as soon as practicable any damage so caused and PROVIDED THAT any alternative route provided over the Remaining Land to the Property is adequate for the present use and occupation of the property.

REPAIRS

3. The right subject to not less than 7 days' prior written notice to the Council or its successors in title (except in case of emergency) to enter upon the Remaining Land with or without workmen and others materials and appliances for the purposes of repairing replacing maintaining and/or decorating the Property and all or any buildings now erected or any replacement or renewal of such buildings and thereafter erected thereon within the Perpetuity Period (the person or person exercising such right making good forthwith at its his or their own expense all damage and loss caused thereby) and also during the Perpetuity Period to lay Service Conduits in over through or under the Common Areas now or where there is any replacement or renewal thereof thereafter forming part of the Remaining Land to serve the Property either alone or jointly or in common with the Remaining Land (the person exercising such right causing as little damage and inconvenience as possible and making good forthwith at his or their expense all damage and loss caused thereby) and SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Council or its successors in title for the duration of such works.

SERVICES

4. The free and uninterrupted right to the passage and running of water soil gas electricity or other fuel telephone television and other services to and from the Property through and along all Service Conduits as are now or where there is any replacement or renewal thereof as may during the Perpetuity Period be in through under or over the Remaining Land as are used or intended to be used jointly or in common with the Council and all other persons who are now or may hereafter be entitled to connect with or use the same or any of them the Transferee its successors in title or other persons as aforesaid bearing paying and contributing together with such other persons

C: Charges Register continued

including the Council and its successors in title a fair proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing replacing maintaining renewing altering adjusting and cleansing the Service Conduits TOGETHER WITH the right and subject to not less than 7 days' prior written notice to the Council or its successors in title (except in case of emergency) to enter on to the Remaining Land with or without workmen and others materials and appliances for the purpose of connecting to laying inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Transferee or its successors in title causing as little inconvenience and damage as possible and making good forthwith at its his or their own expense all damage and loss caused thereby) SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Council or its successors in title for the duration of such works PROVIDED THAT this includes (subject as aforesaid) the right during the Perpetuity Period to make further connections and to lay in under through or over the Common Areas now or where there is any replacement or renewal thereof thereafter forming part of the Property such further Service Conduits as are reasonably necessary for any increased flow from time to time PROVIDED FURTHER THAT the Council may upon giving not less than 28 days written notice to the Transferee or its successors in title (except in case of emergency) from time to time alter the route of the Service Conduits in the Remaining Land as it shall in its absolute discretion think fit which shall not involve the Transferee in any additional expenditure by way of maintenance repair or otherwise PROVIDED ALWAYS THAT any alternative route is adequate for the present use and occupation of the Property AND PROVIDED FURTHER THAT the Council provides suitable alternative services at its own expense and causes during the course of such works minimum inconvenience and makes good forthwith any damage caused.

5. The rights to the unimpeded access and enjoyment of light and air to all windows now and during the Perpetuity Period in the buildings upon the Property and each and every part thereof now existing and to any replacement or renewal thereof thereafter erected upon the Property or any part thereof within the Perpetuity Period from or over the Remaining Land or any parts thereof.

End of register



Map scale 1:1250

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Data last updated 10:00pm 12 DECEMBER, 2018



Title number	Estate information	Address
HD137003	Freehold	LAND AT FARRIERS WAY, BOREHAMWOOD

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 18 DEC 2018 AT 16:25:59. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD406290

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (12.01.1937) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land lying to the West of Barnet By-Pass Road and the North East Side of Furzehill Road, Elstree.

The Freehold mines and minerals lying under the land shown edged and numbered HD466528 in green on the title plan of the above title filed at the Registry and being land on the West and South sides of Wansford Park are included in the title.

- 2 The land tinted green on the filed plan is not included in the registration.
- 3 The Conveyance dated 24 July 1931 referred to in the Charges Register contains the following provision:-
"Except and Reserving unto the Vendor any right of light or air which might prejudice the user of the adjoining or neighbouring land of the Vendor for building or other purposes and that the Vendor his heirs and assigns shall be free to build or develop the same lands as he may think fit."
- 4 The land has the benefit of rights of drainage and associated rights of entry granted by but is subject as mentioned in a Transfer dated 5 April 1955 made between (1) John Laing and Son Limited and (2) The London County Council.

-NOTE: Copy filed under HD12737.

- 5 (28.11.1956) 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.
- 6 (25.09.1968) Where the parts edged and numbered in green on the filed plan include parts of common accessways rights of way are reserved thereover.
- 7 The land in this title has the benefit of the following rights granted by a Deed dated 5 March 1973 made between (1) The Rural District Council of Elstree (Grantor) and (2) Greater London Council (Grantee):-
 - (a) To lay and maintain a six inch surface water drain from the boundary of the Grantee's land under the land of the Grantor in the position shown by a broken blue line on the plan annexed hereto to the public sewer shown by a blue line on the said plan subject to such drain being laid not less than three feet from the outbuilding marked 'A' on the said plan.
 - (b) Subject to prior written notice being given to enter up on the land of the Grantor coloured brown on the said plan so far only as may be necessary for the purpose of laying inspecting repairing and maintaining the said surface water drain.

A: Property Register continued

TO HOLD the same unto the Grantee in fee simple AND the Grantee HEREBY COVENANTS with the Grantor that the Grantee will keep in repair the said six inch water drain and at all times make good to the satisfaction of the Grantor all damage to the land if the Grantor occasioned by the laying or repair of the said drain."

NOTE: The drain shown by a broken blue line and the sewer by a blue line referred to are shown by a blue broken line and a brown broken line respectively on the filed plan; the land coloured brown referred to is tinted brown on the filed plan; the outbuilding marked 'A' referred to is marked "A" in brown on the filed plan.

- 8 (03.09.1981) The transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 of that Act.
- 9 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered HD155432 in green on the filed plan dated 27 May 1982 made between (1) Greater London Council (Council) and (2) Hertsmere Borough Council (Transferees):-

"EXCEPT AND RESERVED (a) for the benefit of all adjoining and neighbouring land and premises now or formerly belonging to the Council (i) all existing easements quasi-easements rights or privileges over or in relation to the property now enjoyed with such adjoining and neighbouring land and premises and (ii) the rights to connect to any existing or future sewers drains pipes wires and cables now passing or prior to the expiry of the perpetuity period hereinafter defined to pass in through under or over the property and after such connection to use the said sewers drains pipes wires and cables for the purpose of the passage of water soil gas electricity and other facilities from or to the said adjoining and neighbouring land and premises and (iii) the right to enter upon the property for the purpose of the inspection of and executing works of repair maintenance and replacement of walls sewers drains pipes cables or other apparatus in connection with the enjoyment of the easements rights or privileges hereinbefore reserved the person(s) exercising such right making good any damage thereby occasioned and (b) the right for the Council and its successors in title to enter from time to time upon the property with or without workmen plant and materials (i) for the purpose of constructing reconstructing adding to altering inspecting maintaining and repairing any building now or within the said perpetuity period on the land adjoining the property and (ii) for any purpose(s) connected with the development within the said period of any adjoining or neighbouring land of the Council in so far as such purpose(s) cannot reasonably be carried out without such entry as aforesaid (in both cases giving reasonable previous notice of intention to enter upon the property to the owner or occupiers thereof and making good to their reasonable satisfaction any damage occasioned by such entry) AND SUBJECT to all existing rights privileges easements and quasi-easements in over or under the property in addition to those (if any) hereinbefore expressly mentioned.

FOR the purpose of this Deed the perpetuity period shall be Eighty years from the First day of April One thousand nine hundred and eighty."

- 10 The transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of that Act.
- 11 Where the land leased includes part of a rear footpath rights of way on foot only are reserved thereover.
- 12 Where the land leased includes part of a side accessway rights of way on foot only are reserved thereover.
- 13 The land has the benefit of the following rights reserved by the Transfer dated 31 March 1994 referred to in the Charges Register:-

"EXCEPTING AND RESERVING for the benefit of the Council and its

A: Property Register continued

successors in title and occupiers of the Remaining Land and each and every part thereof the rights set forth in Schedule C hereto

SCHEDULE C

EXCEPTIONS AND RESERVATIONS

SUPPORT

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

RIGHTS OF WAY

2. The right for the Council and the owner or owners and occupiers for the time being of the Remaining Land or any part thereof and all persons authorised by it or them in common with the Transferee and its successors in title at all times for all reasonable purposes connected with the use and enjoyment of the Remaining Land or any part thereof PROVIDED THAT this right is limited in extent to the degree that such rights are at the date hereof exercised over the Property to pass and repass over those parts of the Property (if any) which form roadways footways accessways or paths serving more than two dwellings (except where such roadways footways accessways or paths form an integral part of any individual dwelling within the Property) in all cases over routes to be designated by the Transferee PROVIDED THAT the Transferee (or its successors in title) may upon giving not less than 28 days' written notice to the Council (except in case of emergency) from time to time alter the route through the Property of any such routes as it shall in its absolute discretion think fit PROVIDED FURTHER THAT it does so whilst providing 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 the alternative route provided over the Property to the Remaining Land is reasonably adequate for the then reasonable use and occupation of the Remaining Land PROVIDED ALWAYS THAT the Council its successors in title or other persons as aforesaid using such rights as are hereby granted shall pay and contribute together with the Transferee or its successors in title a fair and just proportion according to the extent to which they use such rights at the cost of repairing and maintaining all of such roadways footways accessways or paths.

REPAIRS

3. The right where reasonably necessary and subject to not less than 7 days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property with or without workmen and others materials and appliances for the purpose of repairing replacing and or maintaining and or decorating the Remaining Land and all buildings now erected on the Remaining Land or any replacement or renewal thereof and also during the Perpetuity Period to lay Service Conduits in over through or under the roads footways and accessways from time to time forming part of the Property to serve the Remaining Land either alone or jointly or in common with the Property (the person exercising such right causing as little damage and inconvenience as possible and making good forthwith at his or their expense all damage and loss caused thereby) and SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Transferee or its successors in title for the duration of such works.

SERVICES

4. The free and uninterrupted right to the passage and running of water soil gas electricity or other fuels telephone television and any other services to and from the Remaining Land through and along all Service Conduits which are now or where there is any replacement or renewal thereof may during the Perpetuity Period be constructed on over through in or under the Property as are used or intended to be used jointly or 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 the Council or other persons as aforesaid bearing paying and contributing together with such other persons including the Transferee

A: Property Register continued

and its successors in title a fair proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits TOGETHER WITH the right subject to not less than 7 days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property with or without workmen and others, materials and appliances for the purpose of laying connecting to inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Council or other person or persons as aforesaid causing as little inconvenience and damage as possible and making good forthwith at their own expense all damage or loss caused thereby) SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Transferee or its successors in title for the duration of such works 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 footways 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.

5. (Subject as provided in Clause 5 and Schedule B hereof) the right to deal with any of the Remaining Land in the Council's ownership in any manner whatsoever in the Council's absolute discretion without reference to the Transferee or its successors in title.

6. The rights to the unimpeded access and enjoyment of light and air to all the windows now and during the Perpetuity Period in the buildings on the Remaining Land and each and every part thereof now existing and to any replacement or renewal thereof to be erected upon the Remaining Land or any part thereof within the Perpetuity Period from or over the Property or any parts thereof."

NOTE 1: The Transfer contains the following definitions:-

"the Common Areas" shall include all existing common or amenity areas alleyways accessways footways pathways and roadways other than those which are or shall become adopted by the appropriate public authority and maintainable at the public expense
"the Perpetuity Period" means a period of eighty years from the date hereof
"the Remaining Land" means all land adjacent to or adjoining the Property and now in the ownership of the Council the extent of which land is to be conclusively certified by the Council by reference to plans within 56 days of completion of this Transfer
"Service Conduits" shall include all existing mains sewers drains pipes wires cables conduits gutters channels soakaways ditches watercourses and all other conducting media and apparatus other than those which are vested in the Statutory Undertakings

NOTE 2: The land in this title comprises part of the remaining land referred to.

- 14 (19.05.1994) The land has the benefit of identical rights as referred to above reserved by the Transfer dated 31 March 1994 referred to in the Charges Register.
- 15 (19.05.1994) The land has the benefit of identical rights as referred to above reserved by the Transfer dated 31 March 1994 referred to in the Charges Register.
- 16 (19.05.1994) The land has the benefit of identical rights as referred to above reserved by the Transfer dated 31 March 1994 referred to in the Charges Register.
- 17 (19.05.1994) The land has the benefit of identical rights as referred to above reserved by the Transfer dated 31 March 1994 referred to in the Charges Register.

A: Property Register continued

- 18 (19.05.1994) The land has the benefit of identical rights as referred to above reserved by the Transfer dated 31 March 1994 referred to in the Charges Register.
- 19 (19.05.1994) The land has the benefit of identical rights as referred to above reserved by the Transfer dated 31 March 1994 referred to in the Charges Register.
- 20 (19.05.1994) The land has the benefit of identical rights as referred to above reserved by the Transfer dated 31 March 1994 referred to in the Charges Register.
- 21 (19.05.1994) The land has the benefit of identical rights as referred to above reserved by the Transfer dated 31 March 1994 referred to in the Charges Register.
- 22 (19.05.1994) The land has the benefit of identical rights as referred to above reserved by the Transfer dated 31 March 1994 referred to in the Charges Register.
- 23 (19.05.1994) The land has the benefit of identical rights as referred to above reserved by the Transfer dated 31 March 1994 referred to in the Charges Register.
- 24 (19.05.1994) The land has the benefit of identical rights as referred to above reserved by the Transfer dated 31 March 1994 referred to in the Charges Register.
- 25 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered HD343696 in green on the filed plan and other land dated 26 March 1996 made between (1) Hertsmere Borough Council (Council) and (2) Ridgehill Housing Association Limited (Transferee):-

"Subject to the exceptions and reservations set out or referred to in the Second Schedule hereto.

THE SECOND SCHEDULE

EXCEPTIONS AND RESERVATIONS

The following are the exceptions and reservations in favour of the Council and its successors in title for the benefit of the remainder of the lands comprised in the Council's adjoining land and each and every part of it now or formerly belonging to the Council to be incorporated in the transfer of the Property to the Transferee:-

1. The right at any time to erect or permit to be erected any buildings or other erections and to alter any building or other erection now standing or within eighty years after the date of the transfer of the Property to the Transferee (which shall be the perpetuity period applicable hereto) to be erected on any part of the adjoining land of the Council 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 Property and any access of light and air over the adjoining land of the Council shall be deemed to be enjoyed by the license or consent of the Council and not as of right PROVIDED THAT the same does not cause any material interference to the access of light or air to the Property or any buildings now or hereafter to be erected on the Property.
2. The right of support from the Property to the adjoining land of the Council.
3. A right of way with or without vehicles over the land shown coloured brown on the plan until such time as the same may become adopted as public highway.
4. A right of way with or without vehicles over the land shown coloured brown hatched black until such time subject to the Council paying a fair and reasonable contribution in connection with the maintenance repair upkeep re-laying resurfacing or renewal of the said land.

A: Property Register continued

5. The right for the Council its successors in title and all other persons entitled thereto of free passage and running water and soil gas electricity and telephone communications by and through the channels drains pipes cables and sewers in or under the Property.

6. The right for the Council its successors in title their agents or contractors at all reasonable times upon reasonable notice (except in the case of emergency) to enter upon the Property with or without workmen for the purposes of inspecting repairing cleansing maintaining renewing or re-laying the said channels drains pipes cables and sewers the Council causing as little damage as possible and making good such damage forthwith."

NOTE: The land coloured brown and the land coloured brown hatched black referred to are tinted brown and tinted yellow hatched black respectively on the Supplementary Plan No.1 to the filed plan. The land edged and numbered HD343696 in green on the filed plan forms part of the Property referred to.

26 (19.06.2002) The land edged and numbered 18, 35, 79, 81 and 83 in blue on the filed plan are no longer of any significance and should be ignored since the entries in the register which gave rise to the references have been cancelled.

27 (21.03.2007) The land has the benefit of the rights reserved by a Transfer of the land edged and numbered HD466528 in green on the title plan dated 15 February 2007 made between (1) Hertsmere Borough Council and (2) Ridgehill Housing Association Limited.

-NOTE: Copy filed under HD466528.

28 (21.03.2007) The description of the registered estate is an entry made under rule 5(a) of the Land Registration Rules 2003 and it is not a note to which paragraph 2 of Schedule 8 to the Land Registration Act 2002 refers that the registered estate includes the mines or minerals under the land edged and numbered HD466528 in green on the title plan. The mines and minerals under the land edged and numbered HD466528 in green on the title plan are only included in the registration to the extent that they were so included before the Transfer dated 15 February 2007 referred to above.

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 (05.03.1990) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

1 A Conveyance of other land dated 4 February 1929 and made between (1) Reginald Maidlow Thomas and Francis Stewart Thomas and (2) Ernest Wilfred Allen contains restrictive covenants by the Vendor affecting the land tinted blue on the filed plan.

By a Deed dated 22 August 1936 and made between (1) Reginald Maidlow Thomas and Francis Stewart Thomas (Vendors) (2) Glebelands Investments Limited (the Company) and (3) John Laing & Son Limited (Purchasers) the land tinted blue on the filed plan was conveyed to the Purchasers subject to the restrictive covenants and stipulations which are set out in the second schedule to the said Conveyance dated 4 February 1929 and are stated to be reproduced in the Second Schedule to the deed of 22

C: Charges Register continued

August 1936.

-NOTE 1: A copy of the Second Schedule to that deed is filed.

The Deed dated 22 August 1936 also contains covenants and a declaration.

-NOTE 2: Particulars filed under HD12737.

- 2 A Conveyance of the land tinted yellow on the filed plan dated 24 July 1931 made between (1) The Right Honourable Edmund Henry Earl of Strafford (Vendor) and (2) Sir Herbert Ingram (Purchaser) contains restrictive covenants.

NOTE 1: The roadway in clause 5 does not cross the land in this title The boundary marked D-E is similarly shown on the filed plan. None of the other points mentioned affect the land in this title

-NOTE 2: Particulars filed under HD12737.

- 3 A Conveyance of the land tinted pink on the filed plan dated 24 September 1936 made between (1) The Right Honourable Edmund Henry Earl of Strafford (Vendor) and (2) John Laing and Son Limited (Purchasers) contains restrictive covenants.

-NOTE: Particulars filed under HD12737.

- 4 By a Deed dated 24 November 1939 and made between (1) The Right Honourable Edmund Henry Earl of Strafford (Vendor and (2) John Laing and Son Limited the Vendor expressed to release so far as he lawfully could or might the land in this title (and other land) from such of the covenants contained in the Conveyances dated 24 July 1931 and 24 September 1936 referred to respectively above as affected or related to such land.

-NOTE: Copy filed under HD42.

- 5 The parts of the roadways included in the title are subject to rights of way and to rights to lay and use service conduits thereunder.

- 6 The trackway between the points marked S-T and T-A on then filed plan and the land hatched blue thereon is subject to rights of way.

- 7 The land tinted yellow on the filed plan is subject to rights of drainage and of entry in connection therewith and for the purpose of constructing drains.

- 8 The parts of the land affected thereby are subject to the rights granted by John Laing & son Limited by the following deeds:-

Deed and Date	Grantee	Where filed
13 April 1938 Transfer	Herts County Council	HD1959
8 June 1938 Transfer	Herts County Council	HD2268
6 October 1937 Transfer	North Met. Power Supply Co.	HD8775
9 January 1940 Transfer	North Met. Power Supply Co.	HD4733
18 September 1939 Wayleave agreement	North Met. Power Supply Co.	HD12737
24 June 1941 Agreement for purchaser	Minister of War Transport	HD12737

- 9 A Transfer dated 5 October 1938 of 2 Dacre Gardens and a Transfer dated 22 October 1938 of 4 Dacre Gardens each contain provisions as to party walls.

-NOTE: Transfer 5 October 1938 filed under HD2930 and Transfer 22 October 1938 filed under HD3058.

- 10 A Deed dated 12 July 1938 and made between (1) The Barnet Rural District Council and (2) John Laing & Son Limited contains covenants affecting part of the land in this title.

C: Charges Register continued

-NOTE: Copy filed under HD12737.

- 11 LEASE dated 20 March 1956 of the land edged and numbered 2 in yellow to Mann Crossman & Paulin Limited for 80 years from 29 September 1954.

NOTE 1: The Lease contains exceptions and reservations

NOTE 2: Lessee's title registered under HD14545.

- 12 LEASE dated 11 April 1956 of the land edged and numbered 3 in yellow to Ernest James Nankivell for 80 years from 25 March 1954.

NOTE 1: The Lease contains exceptions and reservations

NOTE 2: Lessee's Title registered under HD14705.

- 13 LEASE dated 27 March 1957 of the land edged and numbered 4 and 7 in yellow on the filed plan to Copyist Products Limited for 80 years from 25 December 1954.

NOTE: Lessee's Title registered under HD16623.

- 14 The land edged blue on the filed plan is subject to the rights granted by a Deed dated 9 February 1965 made between (1) The London County Council and (2) The Minister of Transport.

-NOTE: Copy filed under HD11729.

- 15 The parts of the common accessways adjoining the parts edged and numbered in green on the filed plan are subject to rights of way.

- 16 Lease dated 25 June 1973 of the land edged and numbered 15 in yellow on the filed plan to Simms Motor Units Limited from 1 June 1969 to 25 December 2034.

NOTE: Lessee's Title registered under HD16623.

- 17 29 Graveley Avenue is subject to rights of entry for the purpose of inspecting repairing maintaining renewing or cleaning the property erected on 11 Cleveland Crescent.

- 18 The land is subject to rights of user of the sewers drains pipes watercourses wires cables and other services thereover therethrough or thereunder.

- 19 The land is subject to such rights of way on foot only over the communal areas and rights of user of the sewers, drains, pipes, watercourses, wires, cables and other services as are granted by the Leases specified in the schedule of leases hereto.

- 20 The Leases specified in the Schedule of Leases hereto which were made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed in Paragraph 2 of Schedule 2 of that Act.

- 21 The Leases specified in the Schedule of Leases hereto which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights specified in paragraph 2 of Schedule 6 of the Housing Act 1985.

- 22 An Agreement dated 1 August 1988 made between (1) Hertsmere Borough Council and (2) The Eastern Electricity Board relates to the laying user and maintenance of electric lines in the position shown by a blue broken line on the filed plan.

- 23 The parts of the land affected thereby thereby are subject to the following rights granted by a Deed dated 30 December 1988 made between (1) Hertsmere Borough Council and (2) The Eastern Electricity Board:-

"The Grantor as Beneficial Owner and pursuant to its powers contained in the Housing Act 1985 hereby grants unto the Board FULL RIGHT AND LIBERTY for the Board to lay maintain repair renew use alter inspect or remove electric cables and lines and conduits or pipes for containing the same where necessary (hereinafter referred to as "the said works") under the land (hereinafter called "the Land") being part of the

C: Charges Register continued

Grantors property registered under the above numbered title situate and known as Dacre Gardens Borehamwood in the position shown by a bold broken black line between the points A and B on the site plan on Drawing Number 32362 D Issue A annexed hereto AND ALSO full right and liberty to enter on and break up the surface of so much of the land of the Grantor as may be necessary from time to time for the purpose of laying and thereafter as occasion shall require relaying inspecting repairing renewing altering or removing the said works."

NOTE: The land shown by a bold broken black line between points A and B referred to has been shown by a blue broken line on the filed plan.

- 24 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 for the purpose of repairing and altering any buildings erected on the parts so edged and numbered in green.
- 25 The land is subject to such rights of way rights of drainage and rights in respect of the passage of air water, soil, electricity, gas and telephone and other services, rights of entry and support, the right to connect a television or wireless aerial and other rights as are granted by the leases specified in the Schedule of Leases hereto.
- 26 The land is subject to the following rights granted by a Transfer of the land edged and numbered HD322916 and HD311918 - HD322922 inclusive in green on the filed plan, dated 31 March 1994 made between (1) Hertsmere Borough Council (the Council) and (2) Ridgehill Housing Association Limited (the Transferee):-

"TOGETHER WITH the rights and easements set forth in Schedule B hereto

SCHEDULE B

RIGHTS GRANTED

SUPPORT

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

RIGHTS OF WAY

2. The right for the Transferee and the owner or owners and occupiers for the time being of the Property or any part thereof and all persons authorised by it or them at all times and for all reasonable purposes connected with the use and enjoyment of the Property or any part thereof in common with the Council and all other persons to whom a like right has been or may hereafter be granted to pass and repass (with or without vehicles in the case of roads and accessways) over and along the Common Areas now or any replacement or renewal thereof thereafter forming part of the Remaining Land and not publicly adopted the Transferee or other persons as aforesaid bearing paying and contributing together with the Council or its successors in title a reasonable proportion according to the extent to which they use such right of the cost of repairing and maintaining the Common Areas which are not maintained at public expense PROVIDED THAT the Council 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 through the Remaining Land of the Common Areas as it shall in its absolute discretion think fit PROVIDED FURTHER THAT it does so whilst providing suitable alternative routes at its own expense causing minimum inconvenience and making good as soon as practicable any damage so caused and PROVIDED THAT any alternative route provided over the Remaining Land to the Property is adequate for the present use and occupation of the property.

REPAIRS

3. The right subject to not less than 7 days' prior written notice to the Council or its successors in title (except in case of emergency) to enter upon the Remaining Land with or without workmen and others materials and appliances for the purposes of repairing replacing

C: Charges Register continued

maintaining and/or decorating the Property and all or any buildings now erected or any replacement or renewal of such buildings and thereafter erected thereon within the Perpetuity Period (the person or person exercising such right making good forthwith at its his or their own expense all damage and loss caused thereby) and also during the Perpetuity Period to lay Service Conduits in over through or under the Common Areas now or where there is any replacement or renewal thereof thereafter forming part of the Remaining Land to serve the Property either alone or jointly or in common with the Remaining Land (the person exercising such right causing as little damage and inconvenience as possible and making good forthwith at his or their expense all damage and loss caused thereby) and SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Council or its successors in title for the duration of such works.

SERVICES

4. The free and uninterrupted right to the passage and running of water soil gas electricity or other fuel telephone television and other services to and from the Property through and along all Service Conduits as are now or where there is any replacement or renewal thereof as may during the Perpetuity Period be in through under or over the Remaining Land as are used or intended to be used jointly or in common with the Council and all other persons who are now or may hereafter be entitled to connect with or use the same or any of them the Transferee its successors in title or other persons as aforesaid bearing paying and contributing together with such other persons including the Council and its successors in title a fair proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing replacing maintaining renewing altering adjusting and cleansing the Service Conduits TOGETHER WITH the right and subject to not less than 7 days' prior written notice to the Council or its successors in title (except in case of emergency) to enter on to the Remaining Land with or without workmen and others materials and appliances for the purpose of connecting to laying inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Transferee or its successors in title causing as little inconvenience and damage as possible and making good forthwith at its his or their own expense all damage and loss caused thereby) SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Council or its successors in title for the duration of such works PROVIDED THAT this includes (subject as aforesaid) the right during the Perpetuity Period to make further connections and to lay in under through or over the Common Areas now or where there is any replacement or renewal thereof thereafter forming part of the Property such further Service Conduits as are reasonably necessary for any increased flow from time to time PROVIDED FURTHER THAT the Council may upon giving not less than 28 days written notice to the Transferee or its successors in title (except in case of emergency) from time to time alter the route of the Service Conduits in the Remaining Land as it shall in its absolute discretion think fit which shall not involve the Transferee in any additional expenditure by way of maintenance repair or otherwise PROVIDED ALWAYS THAT any alternative route is adequate for the present use and occupation of the Property AND PROVIDED FURTHER THAT the Council provides suitable alternative services at its own expense and causes during the course of such works minimum inconvenience and makes good forthwith any damage caused.

5. The rights to the unimpeded access and enjoyment of light and air to all windows now and during the Perpetuity Period in the buildings upon the Property and each and every part thereof now existing and to any replacement or renewal thereof thereafter erected upon the Property or any part thereof within the Perpetuity Period from or over the Remaining Land or any parts thereof."

27 (19.05.1994) A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered HD324455, HD324458, HD324460, HD324462, HD324464, HD324466, HD324468, HD324469, HD324472, HD324474, HD324477 and HD328827 in green on the filed plan and other land.

C: Charges Register continued

- 28 (19.05.1994) A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered HD322923 - HD322925 inclusive in green on the filed plan contains rights identical with those granted by the Transfer dated 31 March 1994 referred to above.
- 29 (19.05.1994) A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered HD322926 - HD322930 inclusive in green on the filed plan contains rights identical with those granted by the Transfer dated 31 March 1994 referred to above.
- 30 (19.05.1994) A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered HD322999 - HD323015 inclusive, HD323018 - HD323034 inclusive, HD323036 - HD323042 (even) inclusive HD323045 - HD323049 (odd) inclusive, HD323050, HD323052, HD323054, HD323057, HD323058, HD323062, HD323063, HD323065, HD323067 - HD323070 inclusive, HD323072 - HD323078 inclusive, HD323080, HD323081 and HD323083 - HD323086 inclusive in green on the filed plan contains rights identical with those granted by the Transfer dated 31 March 1994 referred to above.
- 31 (19.05.1994) A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered HD326671 - HD326701 (inclusive) HD326703 - HD326714 (Inclusive) and HD326716 and other land in green on the filed plan contains rights identical with those granted by the Transfer dated 31 March 1994 referred to above.
- 32 A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered HD318951 in green on the filed plan contains rights identical with those granted by the Transfer dated 31 March 1994 referred to above.
- 33 (19.05.1994) A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered HD318954 in green on the filed plan contains rights identical with those granted by the Transfer dated 31 March 1994 referred to above.
- 34 (19.05.1994) A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered HD318958 in green on the filed plan contains rights identical with those granted by the Transfer dated 31 March 1994 referred to above.
- 35 (19.05.1994) A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered HD322891 - HD322898 inclusive, HD322900 - HD322901 inclusive, HD322903 - HD322906 inclusive, HD322908, HD322910 - HD322913 inclusive and HD322915 in green on the filed plan contains rights identical with those granted by the Transfer dated 31 March 1994 referred to above.
- 36 (19.05.1994) A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered in HD324546, HD324550, HD324553, HD324554, HD324556, HD324558, HD324560, HD324561, HD324564, HD324566, HD324568, HD324570, HD324572, HD324574, HD324576, HD324577, HD324579, HD324581 - HD324625 (inclusive) in green on the filed plan and other land contains rights identical with those granted by the Transfer dated 31 March 1994 referred to above.
- 37 (19.05.1994) A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered HD324524, HD324526, HD324528, HD324530, HD324533, HD324535, HD324536, HD324538, HD324540, HD324543 - HD324545, HD324547, HD324551, HD324552, HD324555, HD324557, HD324559, HD324562, HD324565, HD324567, HD324569, HD324571, HD324573, HD324575 and HD324578 in green on the filed plan contains rights identical with those granted by the Transfer dated 31 March 1994

C: Charges Register continued

referred to above.

- 38 (19.05.1994) A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered HD323099, HD323100 and HD323101 in green on the filed plan contains rights identical with those granted by the Transfer dated 31 March 1994 referred to above.
- 39 (19.05.1994) A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered HD323394 in green on the filed plan and other land contains rights identical with those granted by the Transfer dated 31 March 1994 referred to above.
- 40 (08.06.2001) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 11 May 2001 made between (1) Hertsmere Borough Council (2) Ridgehill Housing Association Limited and (3) Ian George Beach and Sandra Ann Beach:-

"The Council with full title guarantee hereby grants to the Covenantor the rights set out in the Third Schedule hereto

THIRD SCHEDULE

HEREINBEFORE REFERRED TO

A right to construct a vehicular and pedestrian access over the land coloured blue on the attached plan together with a right of way at all times thereafter with or without vehicles over the said land coloured blue pending adoption of the same as a public highway SUBJECT TO the Covenantor and his successors in title maintaining and repairing the accessway in good repair and condition."

The land coloured blue referred to is tinted blue on the Supplementary Plan No 2.

- 41 (19.09.2006) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electricity sub-station at Dacre Gardens dated 15 April 1977 referred to in the schedule of leases hereto.

-NOTE: Copy lease filed under HD458348.

- 42 (12.05.2008) 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.

- 43 (23.12.2011) By a Deed dated 21 December 2011 made between (1) Hertsmere Borough Council and (2) Dillons Stores Limited the terms of the lease dated 15 June 2005 referred to in the schedule of leases hereto were varied.

-NOTE: Copy Deed filed under HD443428.

- 44 (21.11.2013) A Transfer of the land edged and numbered HD530224 in green on the title plan dated 20 November 2013 made between (1) Hertsmere Borough Council (Transferor) and (2) Eastern Power Networks PLC (Transferee) contains restrictive covenants.

-NOTE: Copy filed under HD530224.

- 45 (21.11.2013) The land is subject to the rights granted by the Transfer dated 20 November 2013 referred to above.

Schedule of notices of leases

1	22.07.1982 1 (Part of)	43 Grantham Green, (First Floor Flat, Garden Ground)	16.06.1982 125 years from 16.6.1982	HD154209
2	16.08.1982 2 (Part of): 3	9 Gaitshill House, (First Floor Flat), Shed	29.06.1982 125 years from	HD155264

Schedule of notices of leases continued

	(Part of)		29.6.1982	
3	17.08.1982 4 (Part of)	44 Lemsford Court, (Second Floor Flat)	23.06.1982 125 years from 23.6.1982	HD155311
4	24.08.1982 5 (Part of)	33 Hackney Close, (First Floor Flat)	28.07.1982 125 years from 28.7.1982	HD155566
5	22.02.1983 6 (Part of)	97 Balmoral Drive	07.02.1983 125 years from 7.2.1983	HD162889
6	22.09.1982 7 (Part of), 8	64 Dacre Gardens, (First Floor Flat), Garden Ground	27.07.1982 125 years from 27.7.1982	HD156697
7	08.08.1983 10 (Part of)	51 Grantham Green, (Ground Floor Maisonette and Garden Ground	31.05.1983 125 years from 16.6.1982	HD169274
8	11.10.1983 9 (Part of)	91 Balmoral Drive (First Floor Flat)	01.07.1983 125 years from 7.2.1983	HD171737
9	21.08.1986 11, 12	25 Tempsford Avenue, (First Floor Flat), Garden Ground	24.07.1986 125 years from 24.7.1986	HD212067
10	14.10.1986 13, 14, 15	29 Tempsford Avenue, (Ground Floor Flat), Garden Ground, Garden Ground	09.09.1986 125 years from 24.7.1986	HD214877
11	08.01.1987 16 (Part of) 17	70 Dacre Gardens, Borehamwood, (First Floor Flat)	10.12.1986 125 years from 27.7.1982	HD219289
12	11.03.1987 21 (Part of)	47 Hackney Close, (Second Floor Flat)	03.02.1987 125 years from 3.2.1987	HD222635
13	18.05.1987 18 (Part of), 19	115 Balmoral Drive, (Ground Floor Flat), Garden	13.04.1987 125 years from 7.2.1983	HD225642
14	03.06.1987 21 (Part of)	94 Tempsford Avenue, (Second Floor Flat)	18.05.1987 125 years from 18.3.1986	HD226250
15	31.07.1987 23	101 Balmoral Drive	05.06.1987 125 years from 7.3.1983	HD228090
16	25.08.1987 22 (Part of)	106 Tempsford Avenue, (Second Floor Flat)	21.07.1987 125 years from 21.7.1987	HD230082
17	18.09.1987 24 (Part of), 25	111 Balmoral Drive, (Ground Floor Flat), Garden Ground	21.08.1987 125 years from 7.2.1983	HD231219
18	07.10.1987 27 (Part of), 26	72 Dacre Gardens, (First Floor Maisonette), Garden Ground	18.08.1987 125 years from 27.7.1982	HD232176
19	02.11.1987 16 (Part of), 28 & 29	66 Dacre Gardens, (Ground Floor Flat), Garden Ground	05.10.1987 125 years from 27.7.1982	HD233422
20	11.02.1988 21 (Part of)	43 Hackney Close, (First Floor Flat)	12.01.1988 125 years from 28.7.1982	HD238694
21	29.02.1988 14 (Part of)	19 Bevan House, Ripon Way, (Second and third floors)	10.02.1988 125 years from 10.2.1987	HD239531

Schedule of notices of leases continued

22	06.04.1988 23 (Part of)	109 Balmoral Drive, (Second Floor)	29.02.1988 125 years from 7.2.1983	HD241100
23	06.04.1988 18 (Part of), Edged and nod in yellow	158 Tempsford Avenue, (Ground Floor)	27.11.1987 125 years from 27.11.1987	HD241098
24	27.04.1988 20 (Part of), 21 (Part of)	198 Manor Way, (Ground and First Floor), 198 Manor Way, (Ground and First Floor)	13.04.1988 125 years from 13.4.1988	HD242143
25	27.04.1988 19 (Part of)	136 Tempsford Avenue, (First Floor Flat)	24.03.1988 125 years from 24.3.1988	HD242144
26	10.05.1988 30 (Part of)	23 Hackney Close, (Second floor)	31.03.1988 125 years from 3.2.1982	HD242703
27	27.06.1988 21 (Part of)	90 Tempsford Avenue, (First Floor)	27.05.1988 125 years from 27.11.1987	HD244951
28	15.07.1988 30 (Part of), 31	77 Balmoral Drive, (Ground Ground), Garden Ground	10.06.1988 125 years from 7.3.1983	HD245794
29	06.09.1988 32 (Part of)	46 Lemsford Court, (Second Floor Flat)	08.08.1988 125 years from 23.6.1982	HD248470
30	04.11.1988 35 (Part of)	45 Hackney Close, (First Floor Flat)	09.03.1987 125 years from 28.7.1982	HD240789
31	04.11.1988 33 (Part of), 34	17 Tempsford Avenue, (First Floor Maisonette), Garden Ground	19.09.1988 125 years from 24.7.1988	HD252091
32	30.11.1988 7 (Part of), 36, 37	60 Dacre Gardens, (Ground Floor Flat), Garden Ground, Garden Ground	18.10.1988 125 years from 27.7.1982	HD253666
33	03.03.1989 38 (Part of), 39, 40	4 Nicoll Way, (Ground Floor Flat), Garden Ground, Garden Ground	03.02.1989 125 years from 3.2.1989	HD258257
34	03.10.1989 38 (Part of), 41	8 Nicoll Way, (First Floor Flat), Garden Ground	21.08.1989 125 years from 3.2.1989	HD265914
35	16.11.1989 42 (Part of)	128 Tempsford Avenue, (Second Floor Flat)	07.09.1989 125 years from 27.11.1987	HD265452
36	16.11.1989 Edged & No'd in yellow, 14 (Part of)	5 Bevan House, (Ground and First Floor Flat)	05.05.1989 125 years from 10.2.1988	HD267525
37	27.02.1990 18 (Part of), 24 (Part of)	119 Balmoral Drive, (First Floor Flat), 119 Balmoral Drive, (First Floor Flat)	22.01.1990 125 years from 7.2.1983	HD270930
38	31.05.1990 48	3 Tinwell Mews	21.05.1990 90 years from 21.5.1990	HD274182
		NOTE: The lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances therein mentioned		
39	15.06.1990 55	6 Newton Crescent	04.06.1990 99 years from	HD274726

Schedule of notices of leases continued

			4.6.1990	
	NOTE: The lease contains provisions entitling	the tenant to require		
	that the freehold estate in the land demised	be transferred in the		
	circumstances therein mentioned			
40	20.06.1990	5 Tinwell Mews	11.06.1990	HD274852
	50		99 years from	
			11.6.1990	
	NOTE: The lease contains provisions entitling	the tenant to require		
	that the freehold estate in the land demised	be transferred in the		
	circumstances therein mentioned			
41	20.06.1990	2 Newton Crescent	01.06.1990	HD274853
	64		99 years from	
			1.6.1990	
	NOTE: The lease contains provisions entitling	the tenant to require		
	that the freehold estate in the land demised	be transferred in the		
	circumstances therein mentioned			
42	28.06.1990	6 Tinwell Mews	18.06.1990	HD275141
	51		99 years from	
			18.6.1990	
	NOTE: The lease contains provisions entitling	the tenant to require		
	that the freehold estate in the land demised	be transferred in the		
	circumstances therein mentioned			
43	04.07.1990	7 Newton Crescent	25.06.1990	HD275316
	56		99 years from	
			25.6.1990	
	NOTE: The lease contains provisions entitling	the tenant to require		
	that the freehold estate in the land demised	be transferred in the		
	circumstances therein mentioned			
44	09.07.1990	6 Nicoll Way, Garden	11.12.1989	HD275437
	38, 44, 45	Ground, Garden Ground	125 years from	
			3.2.1989	
45	09.07.1990	3 Newton Crescent	15.06.1990	HD275451
	65		99 years from	
			15.6.1990	
	NOTE: The lease contains provisions entitling	the tenant to require		
	that the freehold estate in the land demised	be transferred in the		
	circumstances therein mentioned			
46	09.07.1990	19 Kimbolton Green	02.07.1990	HD275464
	43		99 years from	
			2.7.1990	
	NOTE: The lease contains provisions entitling	the tenant to require		
	that the freehold estate in the land demised	be transferred in the		
	circumstances therein mentioned			
47	12.07.1990	1 Newton Crescent	25.06.1990	HD275620
	70		99 years from	
			25.6.1990	
	NOTE: The lease contains provisions entitling	the tenant to require		
	that the freehold estate in the land demised	be transferred in the		
	circumstances therein mentioned			
48	12.07.1990	29 Grantham Green	25.06.1990	HD275621
	46		99 years from	
			25.6.1990	
	NOTE: The lease contains provisions entitling	the tenant to require		
	that the freehold estate in the land demised	be transferred in the		
	circumstances therein mentioned			
49	26.07.1990	4 Tinwell Mews	16.07.1990	HD276094
	52		99 years from	
			16.7.1990	
	NOTE: The lease contains provisions entitling	the tenant to require tha		
	the freehold estate in the land demised by transferred in the			
	circumstances therein mentioned			
50	06.08.1990	21 Knebworth Path	20.07.1990	HD276409
	47		99 years from	
			20.7.1990	

Schedule of notices of leases continued

NOTE: The lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances therein mentioned

51	13.08.1990 48	32 Grantham Green	30.07.1990 99 years from 30.7.1990	HD276626
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NOTE: The lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances therein mentioned

52	20.08.1990 52	1 Tinwell Mews	30.04.1990 99 years from 30.4.1990	HD276856
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NOTE 1: The lease comprises also other land.

NOTE 2: The lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances therein mentioned

53	04.09.1990 54	2 Tinwell Mews	09.07.1990 99 years from 9.7.1990	HD277283
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NOTE 1: The lease comprises also other land.

NOTE 2: The lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances therein mentioned

54	18.09.1990 57	4 Newton Crescent	13.08.1990 99 years from 13.8.1990	HD277722
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NOTE: The lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances therein mentioned

55	20.09.2990 58 (Part of)	10 Newton Crescent	03.09.1990 99 years from 24.6.1990	HD277895
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NOTE: The lease contains provisions entitling the tenant to purchase a lease of the demised premises for a term corresponding to the then unexpired term granted by this lease on the terms therein mentioned

56	20.09.1990 59	5 Newton Crescent	28.08.1990 99 years from 28.8.1990	HD277927
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NOTE: The lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances therein mentioned

57	12.10.1990 60, 61	68 Lemsford Court, (Ground Floor Flat), Garden Ground	08.10.1990 125 years from 23.6.1982	HD278638
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NOTE: The lease contains provisions entitling the tenant to purchase a lease of the demised premises for a term corresponding to the then unexpired term granted by this lease on the terms therein mentioned

58	18.10.1990 58 (Part of)	8 Newton Crescent, (Ground Floor Flat and Bin Store)	01.10.1990 99 years from 24.6.1990	HD278852
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NOTE: The lease contains provisions entitling the tenant to purchase a lease of the demised premises for a term corresponding to the then unexpired term granted by this lease on the terms therein mentioned

59	31.10.1990 32 (Part of), 69	38 Lemsford Court, (Ground Floor Flat), Garden Ground	22.10.1990 125 years from 23.6.1982	HD279219
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NOTE: The lease contains provisions entitling the tenant to purchase a lease of the demised premises for a term corresponding to the then unexpired term granted by this lease on the terms therein mentioned

60	06.11.1990 63	27 Grantham Green	22.10.1990 99 years from	HD279376
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Schedule of notices of leases continued

			22.10.1990	
	NOTE: The lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances therein mentioned			
61	05.12.1990 66 (Part of)	9 Newton Crescent, (Ground Floor Flat)	28.09.1990 99 years from 24.6.1990	HD280588
	NOTE: The lease contains provisions entitling the tenant to purchase a lease of the demised premises for a term corresponding to the then unexpired term granted by this lease on the terms therein mentioned			
62	28.12.1990 67 (Part of)	74 Lemsford Court, (Second Floor Flat)	29.10.1990 125 years from 23.6.1982	HD281207
	NOTE: The lease contains provisions entitling the tenant to purchase a lease of the demised premises for a term corresponding to the then unexpired term granted by this lease on the terms therein mentioned			
63	07.01.1991 66 (Part of)	11 Newton Crescent, (First Floor Flat)	05.12.1990 99 years from 24.6.1990	HD281365
	NOTE: The lease contains provisions entitling the tenant to purchase a lease of the demised premises for a term corresponding to the then unexpired term granted by this lease on the terms therein mentioned			
64	07.01.1991 68 (Part of)	85 Balmoral Drive, (Second Floor Flat)	03.12.1990 125 years from 7.2.1983	HD281368
65	17.05.1991 71 (Part of)	150 Tempsford Avenue, (First Floor)	30.04.1991 99 years from 27.11.1987	HD285377
66	22.05.1991 72 (Part of), 73	129 Balmoral Drive, (Ground Floor Flat), Garden Ground	10.05.1991 125 years from 7.2.1983	HD285520
67	28.10.1992 74 (Part of)	168 Tempsford Avenue, (Ground Floor Flat) and Garden Ground	09.10.1992 125 years from 27.11.1987	HD301668
68	07.07.1993 21 (Part of)	214 Manor Way, (Second and Third Floor Flat)	30.06.1993 125 years from 13.4.1988	HD308426
69	04.08.1993 76 (Part of)	25 Hackney Close, (Second Floor Flat)	28.05.1993 125 years from 3.2.1982	HD309424
70	26.01.2006 79 (part of)	15a Howard Drive (first and second floor flat)	06.01.2006 35 years from 6.1.2006	HD449178
71	09.02.2006 78 (part of)	17a Howard Drive (first and second floor flat)	20.01.2006 35 years from 20.1.2006	HD449821
72	16.01.2007	Electricity sub-station, Ripon Way	28.06.1965 60 years from 29.9.1958	HD463790
73	06.03.2007 36 (part of)	7 Howard Drive (ground floor shop)	31.07.2006 15 years from 31.7.2006	HD465843
74	08.02.2011	9 and 9a Howard Drive, (lock up shop and flat)	27.10.2010 15 years from 16.11.2010	HD506876
75	23.12.2011	3, 5 and 5a Howard Drive	15.06.2005 15 years from 15.06.2005	HD443428

NOTE: See entry in the Charges Register relating to a Deed of Variation dated 21 December 2011.

Title number HD406290

Schedule of notices of leases continued

76	22.03.2017 80	13 Howard Drive	06.03.2017 10 years from 10 April 2017	HD562683
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NOTE: This is a reversionary lease.

77	08.08.2017 84 (part of)	1 Howard Drive (ground floor shop)	02.08.2017 10 years from 02.08.2017	HD566426
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End of register



Map scale 1:1250

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Data last updated 10:00pm 12 DECEMBER, 2018



Title number	Estate information	Address
HD406290	Freehold	No details found



Title number	Estate information	Address
HD406290	Freehold	11 HOWARD DRIVE, BOREHAMWOOD WD6 2NY 15 HOWARD DRIVE, BOREHAMWOOD WD6 2NY 9A HOWARD DRIVE, BOREHAMWOOD WD6 2NY BULL & TIGER RIPON WAY, BOREHAMWOOD WD6 2HS 7 HOWARD DRIVE, BOREHAMWOOD WD6 2NY 7A HOWARD DRIVE, BOREHAMWOOD WD6 2NY 5A HOWARD DRIVE, BOREHAMWOOD WD6 2NY 3A HOWARD DRIVE, BOREHAMWOOD WD6 2NY 17A HOWARD DRIVE, BOREHAMWOOD WD6 2NY 15A HOWARD DRIVE, BOREHAMWOOD WD6 2NY 13A HOWARD DRIVE, BOREHAMWOOD WD6 2NY 11A HOWARD DRIVE, BOREHAMWOOD WD6 2NY 1A HOWARD DRIVE, BOREHAMWOOD WD6 2NY 167 FURZEHILL ROAD, BOREHAMWOOD WD6 2DR 3-5 HOWARD DRIVE, BOREHAMWOOD WD6 2NY 9 HOWARD DRIVE, BOREHAMWOOD WD6 2NY 17 HOWARD DRIVE, BOREHAMWOOD WD6 2NY 1 HOWARD DRIVE, BOREHAMWOOD WD6 2NY



Title number	Estate information	Address
		13 HOWARD DRIVE, BOREHAMWOOD WD6 2NY

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 28 AUG 2018 AT 14:38:53. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD16898

There is/are applications(s) pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

1 (15.07.1957) 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 south west side of Cowley Hill Road.

2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance dated 12 June 1957 made between (1) The London County Council and (2) The Rural District Council of Elstree:-

"Except and reserving to the County Council its successors and assigns (a) right of way at all times and for all purposes over the half width of Gateshead Road included in the land hereby conveyed until such time as Gateshead Road is taken over as a highway by the local authority and is repairable by the inhabitants at large and (b) a right in common with the Rural District Council and all persons authorised by it to the free passage and running of soil and surface water coming from and off the land of the County Council lying to the north of the land hereby conveyed or any part thereof through the soil and surface water drains and sewers constructed on the land hereby conveyed shown by firm green and blue lines on the said plan Together with a right of way for the Rural District Council its successors and assigns at all times and for all purposes over the remaining half of Gateshead Road abutting the northern boundary of the land hereby conveyed until such time as Gateshead Road is taken over as a highway by the local authority and is repairable by the inhabitants at large."

3 The Conveyance dated 12 June 1957 referred to above contains the following provision:-

"It is hereby agreed and declared that this Conveyance shall not be deemed to include and shall not operate to convey any ways watercourses sewers drains lights liberties privileges easements rights or advantages whatsoever in through over or upon any other land or property of the County Council adjoining or near to the land hereby conveyed."

NOTE 1: The soil and surface water drains and sewers referred to are along the frontage to Gateshead Road

-NOTE 2: Copy plan filed.

4 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.

5 Unless otherwise stated below transfers of the parts edged and numbered in green reserve rights in the nature of those mentioned in the Charges Register.

6 Where the parts edged and numbered in green on the filed plan include part of a side passageway, rights of way are reserved thereover.

A: Property Register continued

- 7 The Transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Chapter 1 of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 of that Act.
- 8 The transfers of those parts edged and numbered in green on the title plan which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of that Act.
- 9 (29.11.2002) The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered HD410679 in green on the filed plan dated 1 November 2002 made between (1) Hertsmere Borough Council (Transferor) and (2) Ridgehill Housing Association Limited (Transferee):-

"For the benefit of the land remaining in title no. HD16898 after the date of this Transfer ("the Adjoining Land") full and free right of passage and running of gas electricity water and soil through such gutters pipes wires and conduits sewers drains and water courses in and through the Property ("Service Media") as exist at the date of this Transfer or through any replacement Service Media constructed within 80 years of the date of this Transfer and to make such connections with any such Service Media for the purpose of exercising such rights of passage and running of gas electricity water and soil as are reasonably necessary for the enjoyment of the Adjoining Land the Transferor or persons exercising such rights doing so in such a manner as to cause as little inconvenience as is reasonably practicable to the Property the Transferee and the occupiers of the Property and forthwith making good to the reasonable satisfaction of the Transferee any damage caused to the Property in the exercise of the rights and paying a fair proportion of the costs of the cleaning and repairing the Service Media when reasonably required by the Transferee such fair proportion in default of agreement being settled by arbitration."

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 (15.07.1957) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Council Offices, Elstree Way, Borehamwood, Herts.
- 2 (15.07.1957) Except under an Order of the Registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Housing Acts 1936-1956 or some other Act or Authority.

C: Charges Register

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

- 1 The land is subject to rights of drainage and rights in respect of water, gas and electricity supply services.
- 2 The side passageways included in the title are subject to rights of way.
- 3 The Leases specified in the Schedule of Leases annexed which were made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed in paragraph 2 of Schedule 2 of that Act.
- 4 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto and to such rights of user, rights

C: Charges Register continued

to use all sewers, drains, pipes, watercourses, wires, cables and other services and rights to use the common areas footways entrances passages and lifts on foot only and other rights as are granted by those leases.

5 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 for the purpose of repairing, reconstructing and maintaining the shed erected on the part so edged and numbered.

6 The accessways included in the title are subject to rights of way.

7 The land is subject to the following rights granted by a Conveyance of land to the north of Grove Road dated 16 March 1987 made between (1) Hertsmere Borough Council (Council) and (2) Warden Housing Association Limited (Association):-

The right for the Association in common with the Council its successors in title and all other persons who have or may have hereafter the like right

At all times and for all usual reasonable purposes connected with the use of the said Land to go and return with or without motor and other vehicles over and along the accessway shown coloured brown on the plan annexed hereto PROVIDED ALWAYS that if and until such time as the said accessway shall be declared by the appropriate Local Authority as repairable at the public expense such right shall be subject to:-

(i) the Association paying a one-tenth part of the expense of maintaining repairing and renewing the said accessway

(ii) the maximum permitted load using the said accessway being 24 tonnes

(iii) the use of the said accessway for the purpose of carrying out building or construction work on the said land being restricted to the hours 8.00 a.m. to 6.00 p.m. Monday to Friday inclusive and 8.00 a.m. to 1.00 p.m. Saturday or such other time as the Council may agree in writing

(iv) the Association keeping the said accessway free from obstruction at all times

(v) the Association indemnifying the Council against any damage caused by the Association to the said accessway or any trees growing on the adjoining land of the Council and all claims costs damages or expenses arising from the use of the said accessway by the Association its servants agents or contractors.

8 The Leases specified in the Schedule hereto which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed in paragraph 2 of Schedule 6 of that Act.

9 (06.06.2002) The land is subject to the following rights granted by a Deed dated 20 May 2002 made between (1) Hertsmere Borough Council (Grantor) and (2) Transco Plc:-

"the Grantor with full title guarantee (and to the intent that the easements hereby granted shall be appurtenant to Transco's undertaking and each and every part thereof) HEREBY GRANTS unto Transco THE EASEMENTS to lay construct inspect maintain protect use replace remove or render unusable a pipeline for the transmission or storage of gas or other materials (whether such gas or materials are transmitted by Transco on its own behalf or on behalf of other persons) and all necessary apparatus ancillary thereto (all hereinafter together called "the said works") in upon and over a strip of land six metres (6.00m) in width coloured pink for identification purposes only on the plan annexed hereto (hereafter called "the said strip of land") and to pass over the said strip of land for the purpose of the said works and of any works of Transco contiguous therewith and over such part of the said land as is reasonably necessary for the purpose of access to the said strip of land at all reasonable times on giving at least three days written notice to the Grantor and in an emergency at any time whether or not with workmen vehicles machinery and apparatus TO HOLD

C: Charges Register continued

the same unto Transco in fee simple

4. COVENANTS BY TRANSKO

Transco (to the intent and so as to bind the easements hereby granted into whosoever hands the same may come and to benefit and protect the said land and every part thereof but so that Transco and its successors in title shall not be liable once it or they shall have parted with all their respective interests in the said works PROVIDED THAT in accordance with sub-clause 4.8 of this clause it or they have secured a direct covenant from their respective transferees in favour of the Grantor or the Grantor's successors in title in the form of an obligation to perform and observe any positive covenants contained herein on the part of Transco) HEREBY COVENANTS with the Grantor as follows:

4.1 In exercising the easements hereby granted Transco shall take all reasonable precautions to avoid obstruction to or interference with the user of the said land and damage and injury thereto

4.2 Transco shall so far as is reasonable practicable make good all damage or injury to the said land caused by the exercise by Transco of the easements hereby granted to the Grantor's reasonable satisfaction and shall make full compensation to the Grantor in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid

4.3 Transco shall so far as is reasonably practicable and so long as the said works are used for or in connection with the transmission or storage of gas or other materials as aforesaid keep the said works in proper repair and condition and upon abandonment of the said works or any part thereof (notification whereof shall as soon as reasonably practicable be given to the Grantor by Transco) shall render and make the same permanently safe

4.4 Transco shall indemnify and keep the Grantor indemnified against all costs actions claims demands damages expenses or losses arising by reason of the exercise of the easements hereby granted or of any failure to keep the said works in proper repair and condition as aforesaid

4.5 Transco shall indemnify and keep indemnified the Grantor against all loss damage claims demands costs and expenses which may arise or be incurred by virtue of any damage or destruction of the pipeline aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape of any gas or other material whatsoever from the said pipeline or any such apparatus or equipment as aforesaid where such damage destruction or escape is caused by the acts or omissions of any person other than the Grantor its servants or agents PROVIDED that the Grantor shall not settle or compromise any such action claim or demand as is referred to in sub-clauses 4.4 and 4.5 of this Clause without the prior consent of Transco

4.6 Transco shall pay all rates and taxes which may be imposed in respect of the said works or the easements hereby granted

4.7 If at any time any interference with or disturbance of the functioning of any drains or drainage system in or under the said land can be shown by the Grantor to have been caused by the laying of any pipeline in the exercise of the easements hereby granted then Transco shall so far as is reasonably practicable make good any damage or injury thereby caused and shall make full compensation to the Grantor in respect thereof in so far as the same shall not have been made good as aforesaid

4.8 Not to transfer the benefit of this Deed unless the transferee first covenants directly with the Grantor to comply with the obligations of Transco in this Deed of Grant"

The said Deed also contains the following restrictive covenants by the Grantor

"COVENANTS BY THE GRANTOR

C: Charges Register continued

The Grantor (to the intent and so as to bind the said land and every part thereof into whosoever hands the same may come (but so that subject to the provisions of Clause 10 of this Deed the Grantor and any successors in title shall not be liable once they shall have parted with all their respective interests in the said land) and to benefit and protect the easements hereby granted) hereby covenants with Transco as follows:-

5.1 The Grantor shall not do or cause or permit to be done on the said land anything calculated or likely to cause damage or injury to the said works and shall take all reasonable precautions to prevent such damage or injury

5.2 The Grantor shall not without the prior consent in writing of Transco make or cause or permit to be made any material alteration to or any deposit upon any part of the said strip of land so as to interfere with or obstruct the access thereto or to the said works by Transco so as to lessen or in any way interfere with the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works

5.3 The Grantor shall not erect or install or cause or permit to be erected or installed any building or structure of permanent apparatus in through upon or over the said strip of land PROVIDED that nothing in this Clause shall prevent the Grantor from installing any necessary service pipes drains wires or cables or constructing roads footpaths and parking areas under the supervision and with the consent (which shall not be unreasonably withheld) in writing of Transco or its agents or from carrying on normal agricultural operations or acts of good husbandry including mowing fencing hedging and ditching not causing interference obstruction or material reduction of the depth of soil as aforesaid"

NOTE: The strip of land coloured pink referred to is hatched blue on the filed plan so far as affects the land in this title.

- 10 (27.05.2003) The parts of the land affected thereby are subject to the rights granted by a Deed of Grant dated 23 May 2003 made between (1) Hertsmeare Borough Council and (2) Three Valleys Water PLC.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

- 11 (17.11.2008) The parts of the land affected thereby are subject to the rights granted by a Lease of the land numbered 118 on the title plan dated 13 August 1959 referred to in the schedule of leases hereto.

-NOTE: Copy lease filed under HD455262 .

- 12 (17.11.2008) The parts of the land affected thereby are subject to the rights granted by a Lease of the land numbered 119 on the title plan dated 13 August 2006 referred to in the schedule of leases hereto.

-NOTE: Copy lease filed under HD454741 .

- 13 (17.11.2008) 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.

Schedule of notices of leases

- | | | | | |
|---|------------|------------------|---------------------------|----------|
| 1 | 20.06.1990 | 7 Bradbury Close | 01.06.1990 | HD274847 |
| | 90 | | 99 years from
1.6.1990 | |

NOTE 1: The Lease also comprises other land.

NOTE 2: The Lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances therein mentioned

- | | | | | |
|---|------------|------------------|------------|----------|
| 2 | 20.06.1990 | 6 Bradbury Close | 11.06.1990 | HD274851 |
|---|------------|------------------|------------|----------|

Title number HD16898

Schedule of notices of leases continued

87 99 years from
11.6.1990

NOTE 1: The Lease comprises also other land.

NOTE 2: The Lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances mentioned

3 31.07.2006 electricity sub-station, 13.08.1959 HD455262
118 Winstre Road 99 years from
25.12.1951

NOTE: See entry in the Charges Register relating to the rights granted by this lease.

4 18.07.2006 Electricity sub-station, 13.08.1960 HD454741
119 Gateshead Road 99 years from
24.6.1953

NOTE: See entry in charges register relating to the rights granted by this lease.

End of register



Map scale 1:1250

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Data last updated 10:00pm 12 DECEMBER, 2018

Title number	Estate information	Address
HD16898	Freehold	<p>25 GROVE ROAD, BOREHAMWOOD WD6 5DU</p> <p>27 GROVE ROAD, BOREHAMWOOD WD6 5DU</p> <p>29 GROVE ROAD, BOREHAMWOOD WD6 5DU</p> <p>31 GROVE ROAD, BOREHAMWOOD WD6 5DU</p> <p>AN ELECTRICITY SUB-STATION WINSTRE ROAD, BOREHAMWOOD WD6 5DR</p> <p>AN ELECTRICITY SUB-STATION GATESHEAD ROAD, BOREHAMWOOD</p> <p>45 WINSTRE ROAD, BOREHAMWOOD WD6 5DR</p>

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 18 DEC 2018 AT 16:39:37. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD442028

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (08.06.2005) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land comprising Fenwick Path, Stretton Way, part of Berwick Road, part of Morpeth Avenue, and land and buildings on the south west side of Stretton Way, Borehamwood.

NOTE: The land tinted green on the title plan is not included in the title.

- 2 (08.06.2005) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.
- 3 (08.06.2005) By Transfers and Conveyances of adjacent or neighbouring land pursuant to Chapter 1 of Part 1 of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.
- 4 (08.06.2005) The land has the benefit of such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were reserved by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.

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 (08.06.2005) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.
- 2 (08.06.2005) A Conveyance of the land in this title and other land dated 19 October 1954 made between (1) Helen Elizabeth Bowden Lear, Winifred Joan Hall and Geoffrey Walter Humphrey Lear (Vendors) and (2) The London County Council (Council) contains purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Conveyance dated 19 October 1954 referred to in the Proprietorship

Schedule of personal covenants continued

Register:-

"THE Council hereby covenants with the Vendors as follows:-

within six months from the date hereof at its own expense to erect and thereafter maintain

(a) on the northern boundary of the property to be sold and between the points marked E and F on the said plan a two-inch mesh chain link fence Six feet in height with concrete posts

.....
Such fences are to be the property of the Council and the Vendors hereby declare that they will at all times afford the Council its agents and workmen full facilities necessary in connection with the erection and maintenance of such fences"

NOTE: The points marked E and F referred to above are marked A and B on the title plan so far as they affect the land in this title.

C: Charges Register

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

- 1 (08.06.2005) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.
- 2 (08.06.2005) The land is subject to the rights granted by a Deed of Grant dated 29 August 1957 made between (1) The London County Council and (2) The Colne Valley Sewerage Board.

-NOTE: Copy filed.

End of register

HM Land Registry Current title plan

Title number **HD442028**
Ordnance Survey map reference **TQ1898SW**
Scale **1:1250**
Administrative area **Hertfordshire : Hertsmere**



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The land tinted green is not included in this title.



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 18 December 2018 at 16:41:37. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 18 DEC 2018 AT 16:47:33. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD11722

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (12.01.1937) 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 Kenilworth Drive, Elstree.
- 2 The Transfers dated 21 July 1954 referred to in the Charges Register contain provisions as to boundary structures.
- 3 (18.02.1991) 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.
- 4 (18.02.1991) The transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Part V of the Housing Act, 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of that Act.

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(s):HERTSMERE DISTRICT COUNCIL of Council Offices, Boreham Wood,Herts, WD6 1WA.
- 2 (20.09.1954) RESTRICTION:-Except under an Order of the Registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Physical Training and Recreation Act 1937 or some other Act or authority.

C: Charges Register

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

- 1 A Conveyance dated 24 September 1936 made between (1) The Right Honourable Edmund Henry Earl of Strafford (Vendor) (2) John Laing and Son Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 Deed dated 24 November 1939 and made between (1) The Right Honourable Edmund Henry Earl of Strafford (2) John Laing and Son Limited whereby the Vendor was expressed to release so far as he lawfully could or might the land comprised in this title from such of the covenants contained in the said Conveyance dated 24 September 1936 as affected or

C: Charges Register continued

related to such land.

-NOTE:-Copy filed under HD42.

- 3 2 Transfers both dated 21 July 1954 together comprising the whole of the land in this title and each made between (1) John Laing & Son Limited and (2) The Elstree Rural District Council contain restrictive covenants.

-NOTE:-Copies in Certificate.

- 4 By a Deed dated 8 November 1960 made between (1) John laing & Son Limited and (2) Elstree Rural District Council the covenants contained in one of the transfers dated 21 July 1952 referred to above were expressed to be modified to the extent necessary to permit the erection of a detached house, a plant garage, and a small lavatory on part of the land.

-NOTE:-Copy filed.

- 5 Lease dated 1 September 1976 of the land numbered 1 on the filed plan a site of an electricity sub-station lying to the north of Kenilworth Drive to The Eastern electricity Board for 42 years from 1 June 1976.

-NOTE:-Lessee's title registered under HD95403.

- 6 The parts of the land affected thereby are subject to the following rights granted by the lease dated 1 September 1976 referred to above:-

"TOGETHER with full right and liberty for the Board and all persons authorised by them in common with the Council and all persons having the like right to pass and repass at all times and for all purposes with or without vehicles to and from the demised land over and along the land shown by a black dot screen on the said drawing between Kenilworth Drive and the Substation site and for personnel only over the land shown by a black dot screen between Manor Way and the Substation site (which said right is hereinafter referred to as "the said right") the Board in the exercise of the said right not causing unnecessary damage to the said land and restoring the surface thereof to the Council's satisfaction."

NOTE:-The black dot screen referred to is shown tinted blue on the filed plan in so far as affects the land in this title.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 24 September 1936 referred to in the Charges Register:-

5 "THE Purchasers to the intent and so that the covenants hereinafter contained shall be binding on the said lands and premises hereby assured (at all times hereafter) and enure for the benefit and protection of the lands next hereafter mentioned and of every part of such lands do hereby for themselves and their successors in title covenant with the Vendor and his successors in title the owner or owners for the time being of the property known as the Wrotham Park Estate using that term in the broad and popular sense that subject as hereinafter provided the Purchasers and successors in title will at all times hereafter in relation to the lands and premises hereby assured observe and perform the stipulations and regulations contained in the Fourth Schedule hereto. PROVIDED ALWAYS that no Purchaser of the Wrotham Park Estate or of any part thereof shall as an assign of the Vendor or otherwise have the benefit of or be entitled to enforce the said covenants on the part of the Purchasers unless the Vendor or his successors in title shall expressly assign to such purchaser the benefit of and the right to enforce such covenants PROVIDED ALSO that the Purchasers shall not be personally liable in damages for any breach of the foregoing covenant occurring after they shall have parted with all interest in the premises in respect of which such breach shall occur.

6. IT IS HEREBY AGREED AND DECLARED by the Vendor and the Purchasers

Schedule of restrictive covenants continued

that this Conveyance is not intended to and does not form part of a general building scheme affecting land now or formerly in the possession of the vendor and being part of the Wrotham Park Estate and that nothing herein contained shall preclude the Vendor from imposing any new covenants restrictive of the user of land forming part of the property known as the Wrotham Park Estate or of modifying or releasing any covenants restricting the user of any property formerly being part of the Wrotham Park Estate.

THE FOURTH SCHEDULE ABOVE REFERRED TO

STIPULATIONS TO BE OBSERVED - RESTRICTIVE COVENANTS.

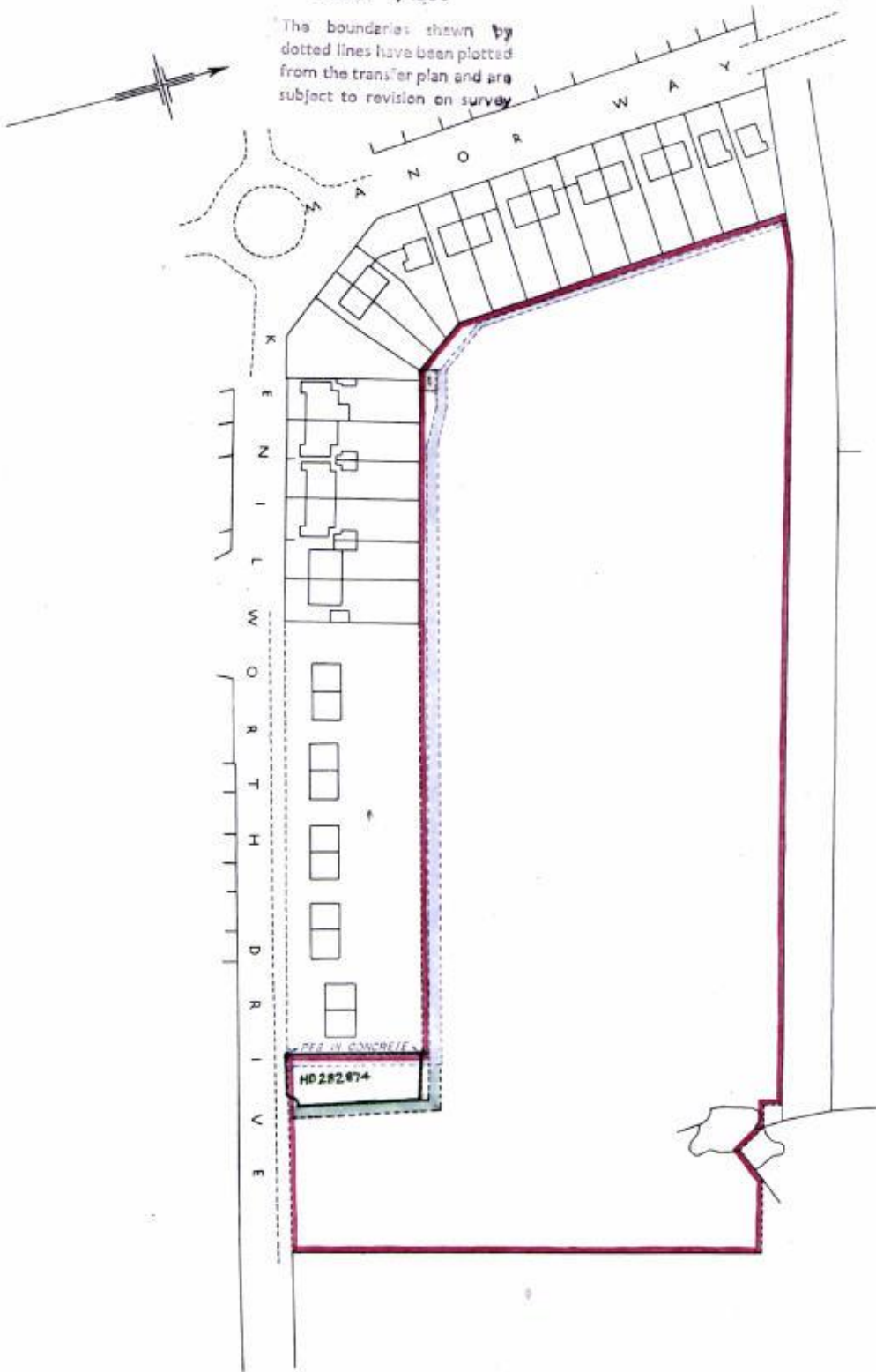
1. THAT the Purchaser shall not carry on or permit to be carried on upon any part of the said land or in any building to be erected thereon any noisome dangerous or offensive trade or business or occupation which may be or become a nuisance or annoyance or dangerous or injurious to the Vendor or his successors in title or assigns or his or their tenants or the owners or occupiers or tenants of any property adjoining or neighbouring or opposite to the said land or which may tend to depreciate or lessen the value of the Vendor's Wrotham Park Estate or any part thereof.
2. THAT the Purchasers shall not at any time use or permit to be used the land or any building now or hereafter to be erected thereon as an aerodrome or as a place for mooring storing manufacturing or assembling any airship or aeroplane or any other flying machine of any kind or as a place for landing of the same or from which the same may take off in flight or for any other purpose connected with any such airship or other flying machine as aforesaid or as a hospital or home for the reception of any person or persons who may be of unsound mind whether so found or not including a defective or defectives within the definition of "Defective" as defined in Section 55 of the Administration of Estates Act 1925 or who may be suffering or recovering from any infectious disease or as a shooting school.
3. THAT the Purchasers shall not permit any bricks pipes or tiles to be made or burnt upon the said land."

End of register

H.M. LAND REGISTRY

Scale 1/1250

The boundaries shown by dotted lines have been plotted from the transfer plan and are subject to revision on survey



Parish...ELSTREE.....
O.S. Sheet...HERTS. XLV. 2
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Filed Plan of Title No. **HD 11722**

This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 18 December 2018 at 16:43:51. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

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THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 18 DEC 2018 AT 16:48:47. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD444827

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (13.09.2005) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land comprising Barnsdale Close, part of Leeming Road and land on the south east side of Aycliffe Road, Borehamwood.

NOTE:- The land tinted green on the title plan is not included in the title.

- 2 (13.09.2005) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.
- 3 (13.09.2005) By Transfers and Conveyances of adjacent or neighbouring land pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.
- 4 (13.09.2005) The land has the benefit of such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were reserved by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.

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 (13.09.2005) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

- 1 (13.09.2005) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.

Title number HD444827

End of register



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The land tinted green is not included in this title.



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 18 December 2018 at 16:51:40. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 11:39:24. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD16101

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

1 (12.01.1937) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the west side of Bullhead Road.

2 The Conveyance dated 24 July 1931 referred to in the Charges Register contains the following exception and reservation and this registration takes effect subject thereto:-

"Except and Reserving unto the Vendor any right to light or air which might prejudice the user of the adjoining or neighbouring land of the Vendor for building or other purposes and that the Vendor his heirs and assigns shall be free to build or develop the same lands as he or they may think fit."

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 (06.02.1957) Proprietor(s): ELSTREE RURAL DISTRICT COUNCIL of Council Offices, Shenley Road, Boreham Wood, Herts.

C: Charges Register

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

1 A Conveyance dated 24 July 1931 made between (1) The Right Honourable Edmund Henry Earl of Strafford (Vendor) and (2) Sir Herbert Ingram (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

2 A Deed dated the 24 November 1939 and made between (1) The Right Honourable Edmund Henry Earl of Strafford (Vendor) and (2) John Laing and Son Limited whereby the Vendor was expressed to release so far as he lawfully could or might the land comprised in this title from such of the covenants contained in the said Conveyance dated the 24 July 1931 referred to above as affected or related to such land.

3 The land is subject to rights of drainage.

4 A Transfer dated 10 December 1956 made between (1) John Laing & Son Limited and (2) Elstree Rural District Council contains restrictive covenants.

C: Charges Register continued

-NOTE: Copy in Certificate.

5 The land is subject to the rights of way granted by the following deeds:-

Date	Parties	Appurtenant Land.
28.2.1961	1. The Elstree Rural District Council. 2. David Maurice Heming.	95 Hillside Avenue.
28.2.1961	1. The Elstree Rural District Council. 2. Ronald John Wooster.	97 Hillside Avenue.
28.2.1961	1. The Elstree Rural District Council. 2. James Richard Budd.	99 Hillside Avenue.
28.2.1961	1. The Elstree Rural District Council. 2. Ronald Edwin Goldsmith.	101 Hillside Avenue.
28.2.1961	1. The Elstree Rural District Council. 2. Arthur Edward Atkins.	103 Hillside Avenue.
28.2.1961	1. The Elstree Rural District Council. 2. Patrick Joseph Brennan.	105 Hillside Avenue.
28.2.1961	1. The Elstree Rural District Council. 2. William Ewart Bennett.	93 Hillside Avenue.
28.2.1961	1. The Elstree Rural District Council. 2. Kenneth Sydney Gay and Barbara Mary Gay.	91 Hillside Avenue.
28.2.1961	1. The Elstree Rural District Council. 2. Wladal Rubanik.	89 Hillside Avenue.
28.2.1961	1. The Elstree Rural District Council. 2. William Michael Casey.	87 Hillside Avenue.
28.2.1961	1. The Elstree Rural District Council. 2. Colin Herbert Anthony Willcox.	117 Hillside Avenue.
28.2.1961	1. The Elstree Rural District Council. 2. William Valentine Daxon.	115 Hillside Avenue.
28.2.1961	1. The Elstree Rural District Council. 2. Ronald Sidney Kennard.	113 Hillside Avenue.
28.2.1961	1. The Elstree Rural District Council. 2. Arthur Eddie Nicholson Barton.	111 Hillside Avenue.
28.2.1961	1. The Elstree Rural District Council. 2. Jan Przeslak.	109 Hillside Avenue.
28.2.1961	1. The Elstree Rural District Council.	107 Hillside Avenue.

C: Charges Register continued

2. Barbara Cissie Judd.

-NOTE:-Copies filed.

- 6 By a Deed dated 6 April 1959 made between (1) John Laing & Son Limited and (2) Elstree Rural District Council the covenants contained in the Transfer dated 10 December 1956 referred to above were expressed to be released to the extent necessary to allow a piece of land to be used as an access road for all purposes to the rear of 87 to 117 Hillside Avenue.

-NOTE:-Copy in Certificate.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 24 July 1931 referred to in the Charges Register:-

"The Purchaser doth hereby covenant with the Vendor and his successors in title owner or owners for the time being of the Wrotham Park Estate (using that term in the broad and popular sense) and to the further intent so far as the law will permit to bind the proerty hereby assured and the person or persons from time to time entitled to or interested in the same.

(1) That the land hereby sold or any part thereof and any building now or hereafter to be erected thereon shall not at any time or times be used as an aerodrome or as a place for mooring keeping storing manufacturing or assembling any airship aeroplane or any other flying machine of any kind whether of a nature as yet invented or not or as place for landing of the same or from which the same may take off in flight or for any other purposes connected with any such airship aeroplane or other flying machine as aforesaid.

(2) That any house shed building or other erection now or hereafter to be erected on the land sold or any part thereof shall not at any time be used as a hospital of any kind or as a house or home for the reception of any person or persons who may be of unsound mind whether so found or not including a defective or defectives within the definition of defective as defined in Section 55 in the Administration of Estates Act 1925 or who may be suffering or recovering from any infectious disease or for the purpose of a shooting school.

(3) That there shall not be erected on any part of the land hereby sold any board hoarding building or other erection or thing for the display of advertisements And that no advertisement of any sort shall be displayed on the land sold or any part thereof or on any house hoarding board building erection or thing now already or to be erected thereon. Provided nevertheless that advertisement boards advertising sale or letting of the land or any part thereof may be erected on the land or any part thereof.

(4) That no noisome dangerous or offensive trade business or occupation shall be carried on on the land sold or any part thereof or in any house building or erection whether now or hereafter to be erected thereon and that no bricks pipes or tiles shall be made or burnt thereon."

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 11:41:35. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD282953

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (29.12.1978) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Elstree Film Studios, Shenley Road, Borehamwood (WD6 1JG).
- 2 (20.02.1991) The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the land in this title dated 11 February 1991 made between (1) Linksource Limited (2) Elstree Development Corporation Limited and (3) Brent Walker Limited.

-NOTE 1: Copy filed.

-NOTE 2: Copy Agreement dated 18 October 1990 filed under HD114468.
- 3 (20.02.1991) The Transfer dated 11 February 1991 referred to above contains a provision as to light or air.
- 4 (01.07.2009) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

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 (10.04.1996) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Hertfordshire WD6 1WA.

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 11:40:27. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD433775

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (26.08.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land forming part of and land and buildings on the north east side of Maxwell Road, Borehamwood.
- 2 (26.08.2004) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.
- 3 (26.08.2004) The land has the benefit of the rights granted by a Conveyance dated 9 January 1958 made between (1) McManus Childs Limited and (2) The Rural District Council of Elstree.

-NOTE:-Copy filed.
- 4 (26.08.2004) The land has the benefit of the rights granted by a Conveyance dated 27 January 1958 made between (1) British and Dominions Film Corporation Limited and (2) The Rural District Council of Elstree.

-NOTE:-Copy filed.

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 (26.08.2004) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Hertfordshire WD6 1WA.

C: Charges Register

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

- 1 (26.08.2004) A Conveyance of the land tinted pink and brown on the title plan and other land dated 15 April 1930 made between (1) British International Pictures Limited (Vendor) and (2) Realty Trust Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (26.08.2004) The land is subject as mentioned in a Deed dated 20 August 1932 made between (1) The Rural District Council Of Barnet and (2) Sir Herbert Ingram.

-NOTE:-Copy Abstract of Deed filed.

C: Charges Register continued

3 (26.08.2004) A Conveyance dated 16 August 1956 made between (1) British & Dominions Film Corporation Ltd and (2) McManus Childs Limited contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

4 (26.08.2004) The land is subject to the rights granted by a Deed dated 16 May 1969 made between (1) The Rural District Council of Elstree and (2) G. H. W. Productions Ltd..

-NOTE:-Copy filed.

Schedule of restrictive covenants

1 (26.08.2004) The following are details of the covenants contained in the Conveyance dated 15 April 1930 referred to in the Charges Register:-

The Purchasers for themselves and their successors in title to the intent and so as to bind (so far as practicable) the land thereby assured into whatsoever hands the same might come and to benefit and protect the adjoining land of the Vendors and so far as possible to constitute and charge for the due performance of the obligations on the part of the Purchasers thereby covenanted with the Vendors as follows that was to say:-

.....
(d) The Purchasers should at all times thereafter keep the Brown Land freed from all buildings erections vehicles and deposits and should use the same as and for a roadway only

.....
(g) The Purchasers should not erect or permit to be erected any houses or buildings of any kind or description on their adjoining land or the part coloured pink on the said plan beyond the building lines shown in the said plan so that the same should be a distance of at least 60 feet from the remaining property of the Vendors.

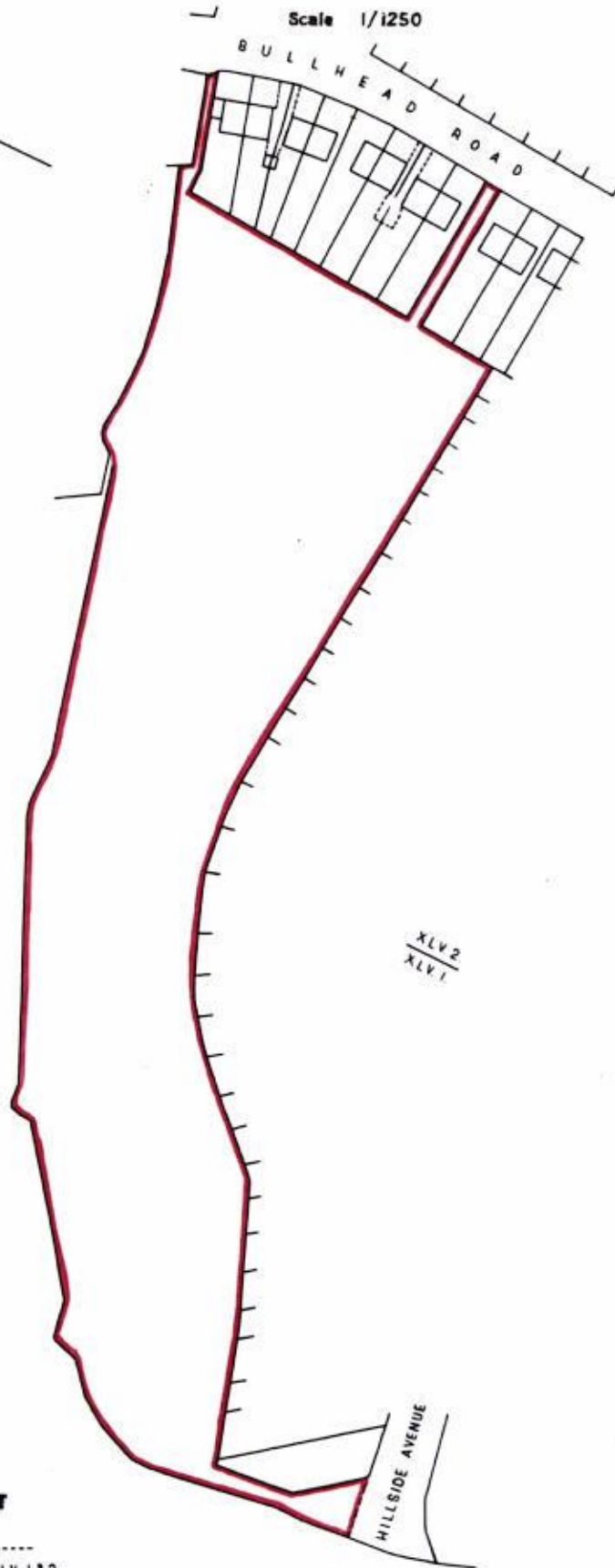
NOTE: The Brown Land referred to above is tinted brown on the title plan. The part coloured pink referred to is tinted pink on the title plan.

The building lines referred to are shown by blue broken lines on the title plan as far as they affect the land in this title.

End of register

H.M. LAND REGISTRY

Scale 1/1250



HERTSHERE DISTRICT

Parish ELSTREE

O.S. Sheet HERTS. XLV. 1 & 2.

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Filed Plan of Title No. **HD 16101**



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

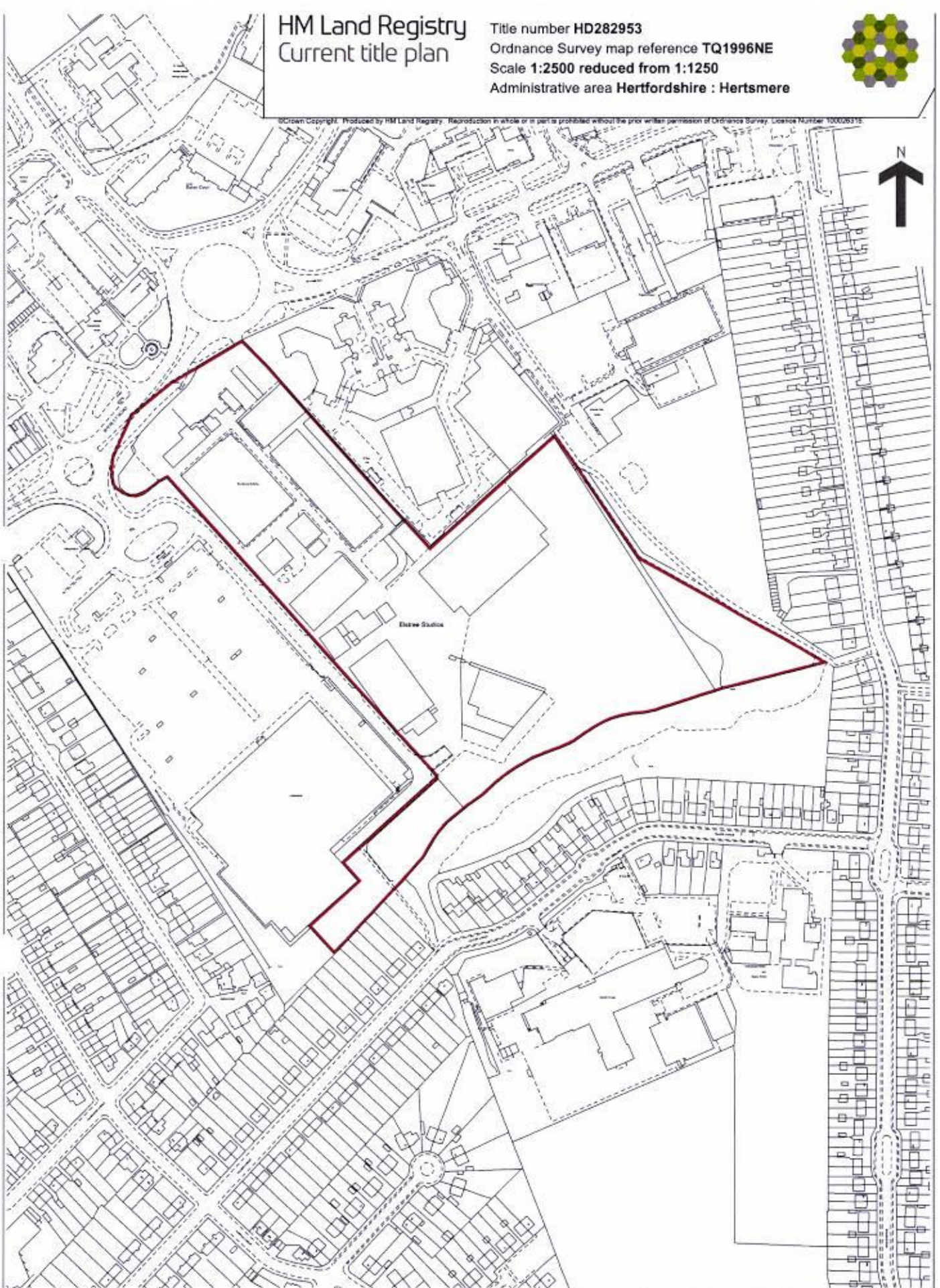
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HM Land Registry
Current title plan

Title number HD282953
Ordnance Survey map reference TQ1996NE
Scale 1:2500 reduced from 1:1250
Administrative area Hertfordshire : Hertsmere



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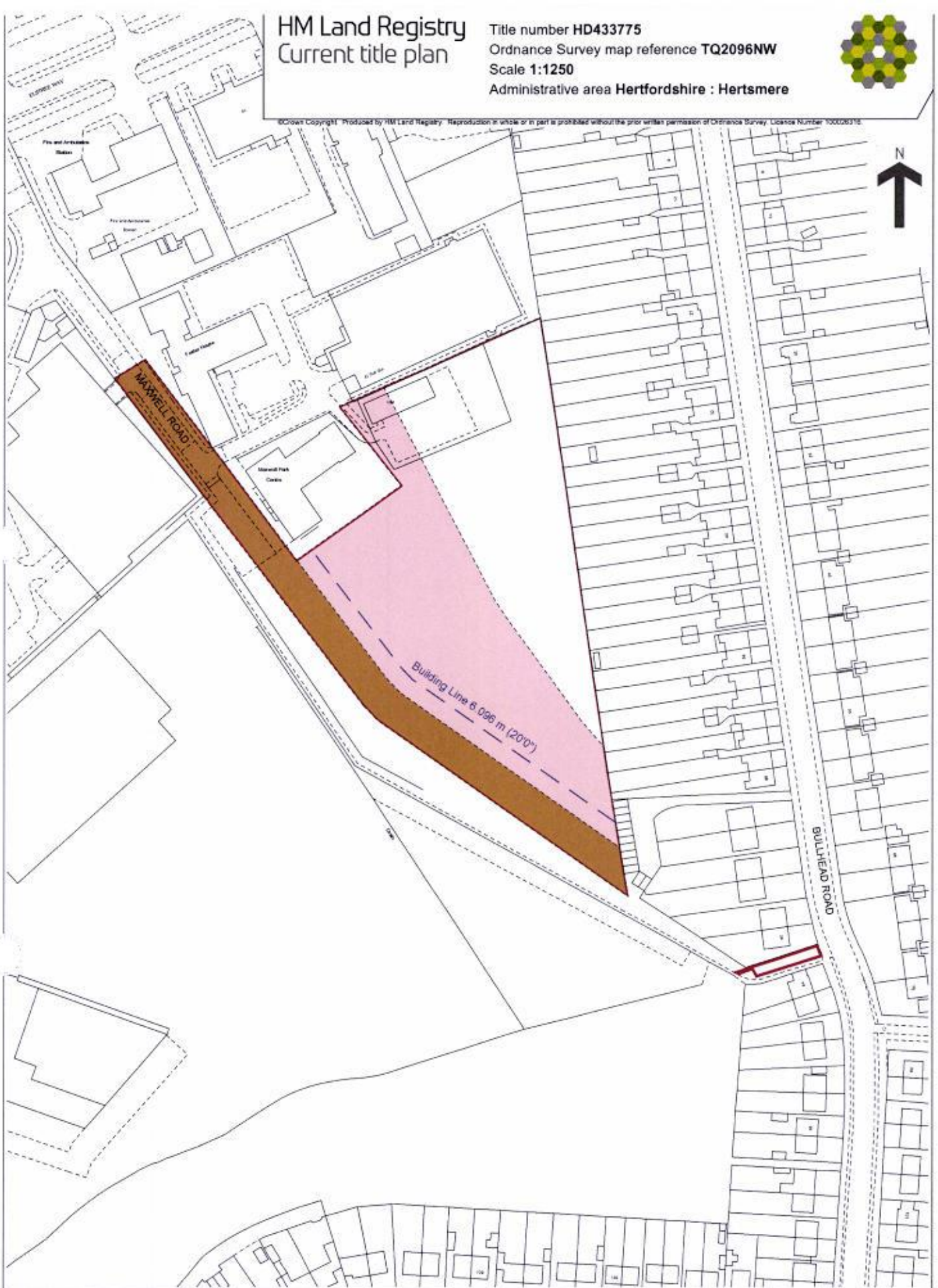
This title is dealt with by HM Land Registry, Leicester Office.

HM Land Registry
Current title plan

Title number HD433775
Ordnance Survey map reference TQ2096NW
Scale 1:1250
Administrative area Hertfordshire : Hertsmere



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

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD432453

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (21.07.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Meadow Park, Broughinge Road, Borehamwood (WD6 5AL).

NOTE: The land tinted green on the title plan is not included in the title.

- 2 (25.08.2006) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

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 (21.07.2004) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Hertfordshire WD6 1WA.

C: Charges Register

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

- 1 (21.07.2004) A Conveyance of the land tinted blue and tinted yellow on the title plan and other land dated 18 May 1925 made between (1) Henry James Wise (2) Herbert Edwin Clifford (3) Henry James Wise and Harry Varley Scott and (4) Walter Thomas Lear contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (21.07.2004) A Conveyance of the land tinted pink on the title plan and other land dated 28 October 1929 made between (1) The Right Honourable Edmund Henry Earl of Stratford (Vendor) and (2) The Barnet Rural District Council (Council) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (21.07.2004) The land is subject to the following rights reserved by a Conveyance of the land tinted blue on the title plan and other land dated 9 October 1934 made between (1) Walter Thomas Lear and (2) Provincial Garden Cities Limited :-

EXCEPTION AND RESERVATION unto the Vendor and the persons deriving title under him of the right at any time to erect or suffer to be erected any buildings or other erections and to alter any buildings or

C: Charges Register continued

other erections then standing or thereafter to be erected on any part of the adjoining land of the Vendor in such a manner as to obstruct or interfere with the passage of light or air to any building which was or might be erected upon any part of the property thereby conveyed and it was thereby declared that the Purchasers should not be entitled to any right of access of light or air to buildings to be erected on the land thereby conveyed which would restrict or interfere with the free user of any part of the Vendor's said land for building or other purposes and there should be excepted and reserved to the Vendor and the persons deriving title under him the right to sell lease or otherwise deal with any of his adjoining or neighbouring land either subject to or free from any of the stipulations and restrictions mentioned in the 3rd Schedule thereto and all privileges in respect of light or air now enjoyed over the Vendor's adjoining or neighbouring land in respect of the premises hereby conveyed should be deemed to be so enjoyed by the license or consent of the Vendor or the persons deriving title under him and not as of right.

- 4 (21.07.2004) 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.

Schedule of restrictive covenants

- 1 (21.07.2004) The following are details of the covenants contained in the Conveyance dated 18 May 1925 referred to in the Charges Register:-

Mr Lear for himself and his assigns hereby covenants with Mr Wise his heirs and assigns and as a separate covenant with the Trustees their heirs and assigns owners or owner of that part of the Thatched Cottage Property which is retained by Mr Wise and the Trustees and also separately with each person who is the owner or occupier of any part heretofore sold of the Thatched Cottage Property and the heirs and assigns of such person that Mr Lear his heirs and assigns will henceforth observe and perform such of the Estate Stipulations as relate to the Farm and ought to be observed by the owner or owners for the time being of the Farm

1. No hut caravan house-on-wheels or other chattel adapted or intended for use as a dwelling or sleeping apartment shall be erected made placed or used or allowed to remain on any part of the lands coloured on the said plan nor shall any boarding or bill posting or advertising station be erected placed or allowed to remain on any part of the same lands

2. No house shall be erected on any part of the land coloured on the said plan which exclusive of outbuildings (other than domestic offices) shall be of less value than £500 based on present values but to be reduced or increased as the case may require The value of a house shall be taken at its first net cost in materials and labour of construction only estimated at the lowest current prices Any question as to value shall be settled by the surveyor of the Trustees whose decision shall be final

3. Mr Lear shall within three months after being called upon by the Trustees or Mr Clifford so to do make and forever maintain good and suitable close boarded or open fences on the sides of the hereditaments hereinbefore conveyed which are marked "T" within the boundary such fences to be not less than 2 feet 6 inches high or more than 3 feet 6 inches high where between any front building line and the road in front of the same and elsewhere to be not less than 4 feet 6 inches in height or more than 6 feet in height No fence between any front building line and the road in front of the same shall exceed three feet six inches in height nor shall any fence to be erected on any lands so coloured as aforesaid exceed 6 feet in height All fences (except oak fences) shall be tarred or creosoted on both sides thereof

4. No gravel sand earth or other material shall be excavated from any land so coloured as aforesaid except for the purpose of foundations or for use in building on such land without the consent in writing of the Trustees first being obtained.

Schedule of restrictive covenants continued

5. The front building line shall not be advanced nearer to the road or set back further therefrom than shown on the plan unless required by the local authority

6. No noisy noisome offensive or dangerous manufacture trade or business shall be carried on upon any land so coloured as aforesaid or in any buildings thereon nor shall any such land be used in any manner which might be or grow to be a nuisance danger or annoyance to the Trustees or Mr Clifford their or his heirs or assigns or to the owners tenants or occupiers or any neighbouring properties No workhouses lunatic asylum or hospital shall be erected on any such land as aforesaid

7. Neither Mr Lear nor his heirs or assigns shall be entitled to any right of access of light or air to any building to be erected thereon which would restrict or interfere with the free user of any other such land for building or any other purpose

8. Mr Wise the Trustees and Mr Clifford reserves or reserve the right to waive release or modify any of the foregoing stipulations and as regards any of the land still remaining vested in them or any of them to sell the same with stipulations either similar to or different from the said foregoing stipulations of any kind.

NOTE: The 'T' marks referred to in clause 3 above were not shown on the copy plan supplied on first registration. The building line referred to in clause 5 above was not shown on the plan supplied on first registration.

- 2 (21.07.2004) The following are details of the covenants contained in the Conveyance dated 28 October 1929 referred to in the Charges Register:-

"For the benefit of the owners and occupiers from time to time of the adjoining or neighbouring lands of the Vendor known as Wrotham Park Estate the Council hereby covenant with the Vendor that the Council or other the owners of the said land for the time being will at all times hereafter observe and perform the stipulations and conditions in relation to the land hereby conveyed which are contained in the First Schedule hereto

The First Schedule

1. The land shall be used for the purposes of a Playing Field and for no other purpose and in particular the said land or any part thereof shall not be used for any noxious noisy or offensive trade or business or purpose nor for a landing place for aeroplanes 2. No building shall be erected upon the said land or any part thereof other than Sports Pavilions with the necessary offices and Dressing Rooms and a residence for the Groundsman without the previous consent in writing of the Vendor which shall not be unreasonably withheld 3. The Purchasers shall at their own expense immediately erect and for ever hereafter maintain a five feet close boarded creosoted elm or deal fence from the point marked "A" to the point marked "B" on the said plan"

NOTE: The boundary between the points "A" and "B" referred to above is the north east boundary of the land tinted pink on the title plan.

Schedule of notices of leases

1	25.08.2006 Edged and numbered 3 in blue	All weather training pitch, Meadow Park.	21.06.2006 25 years from 1.8.2006	HD456847
2	13.09.2013 edged and numbered 2 in blue	Borehamwood Football Ground	13.08.2013 25 years from 13.08.2013	HD528519

Title number HD432453

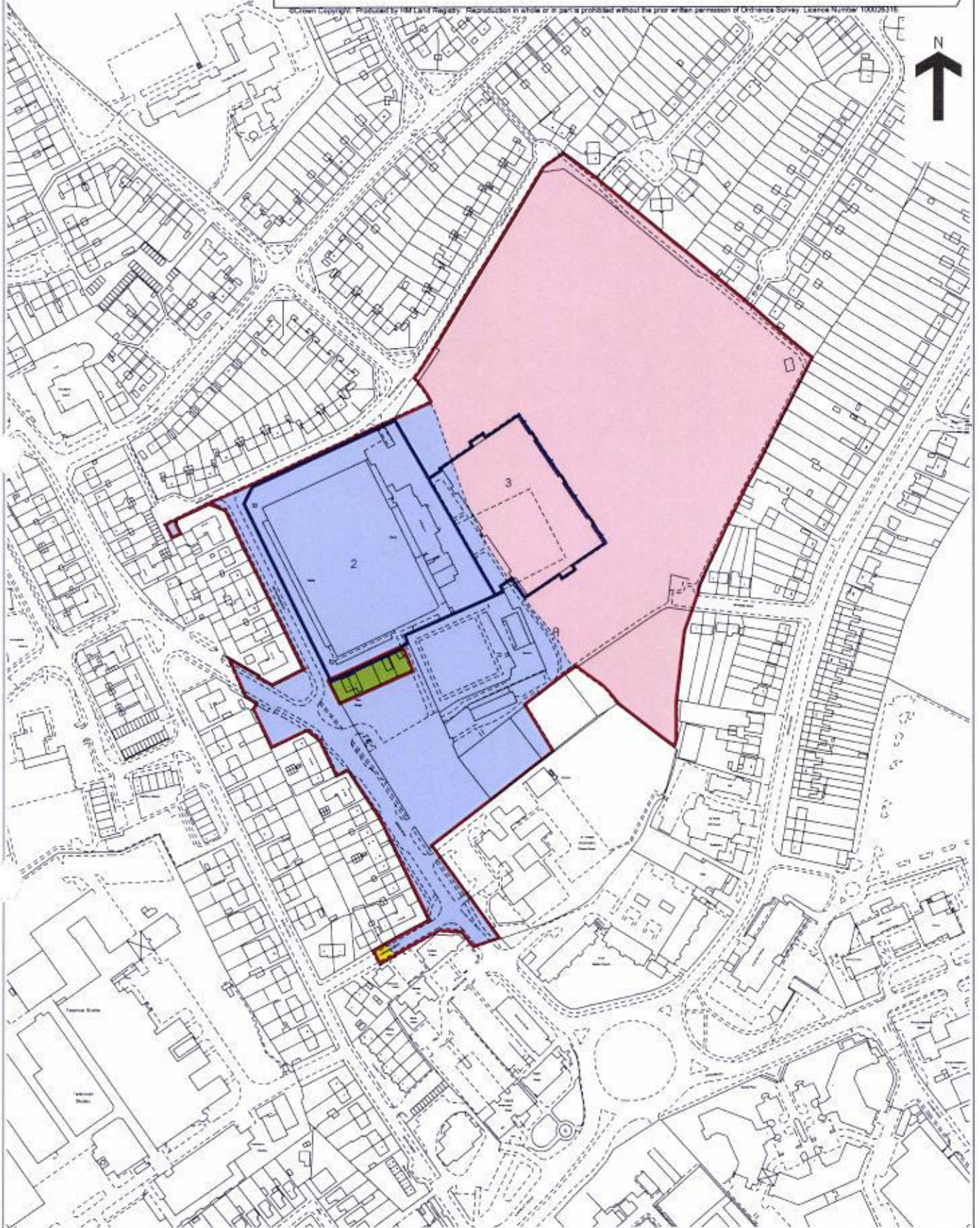
End of register

HM Land Registry
Current title plan

Title number **HD432453**
Ordnance Survey map reference **TQ1997SE**
Scale **1:2500 reduced from 1:1250**
Administrative area **Hertfordshire : Hertsmere**

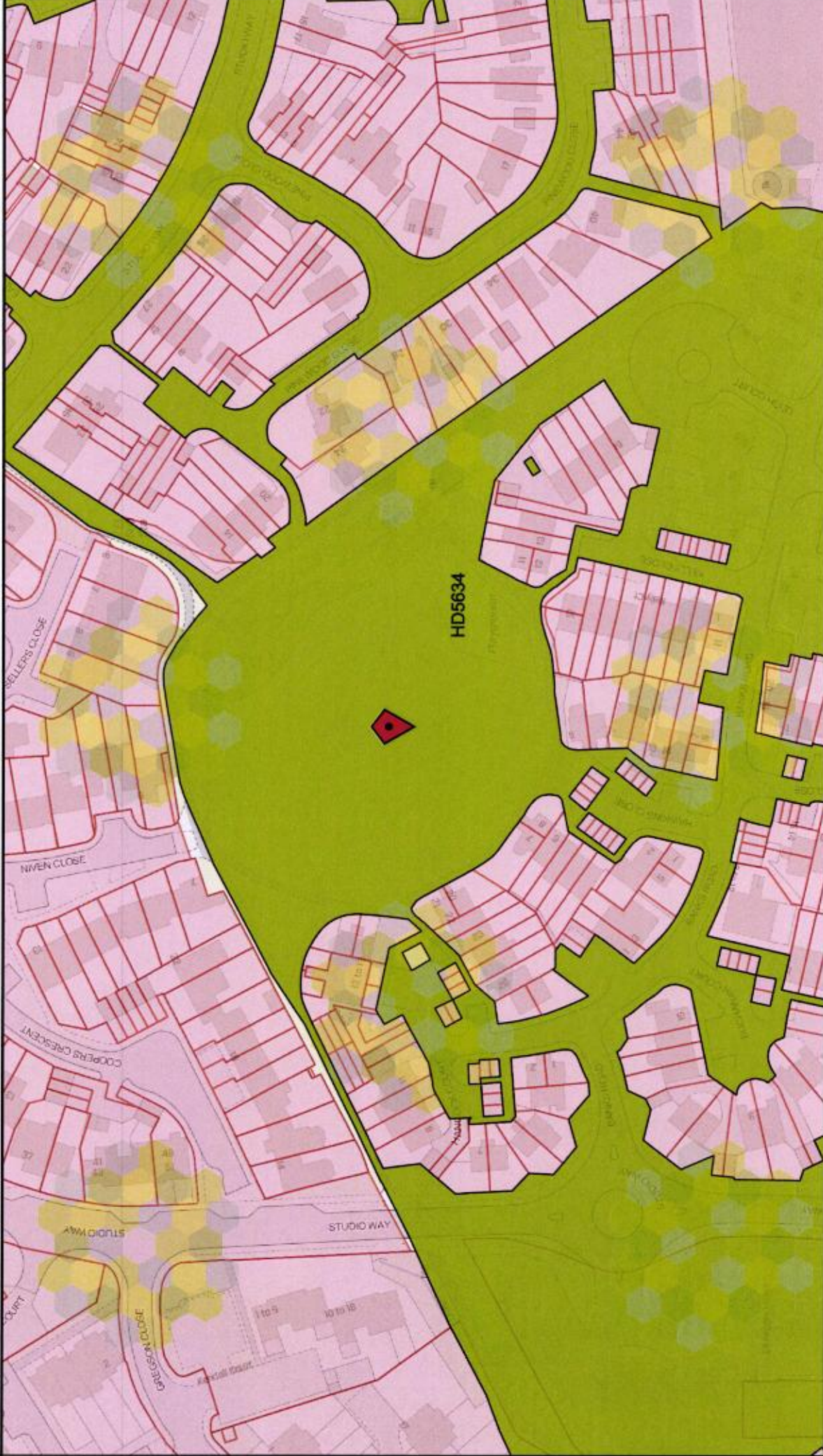


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This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 18 December 2018 at 17:01:28. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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



0 5 10 15 20 25 30 35 40 50m

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Data last updated 10:00pm 12 DECEMBER, 2018

Map scale 1:1250



Title number	Estate information	Address
HD5634	Freehold	11 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ 12 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ 13 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ 14 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ 15 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ 16 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ 17 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ 18 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ 19 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ 20 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ 21 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ TOBY CARVERY STUDIO WAY, BOREHAMWOOD WD6 5JY 33 GREGSON CLOSE, BOREHAMWOOD WD6 5RW 13 BANKS ROAD, BOREHAMWOOD WD6 5QR 15 BANKS ROAD, BOREHAMWOOD WD6 5QR 17 BANKS ROAD, BOREHAMWOOD WD6 5QR 19 BANKS ROAD, BOREHAMWOOD WD6 5QR 21 BANKS ROAD, BOREHAMWOOD WD6 5QR



Title number	Estate information	Address
		22 BANKS ROAD, BOREHAMWOOD WD6 5QR
		23 BANKS ROAD, BOREHAMWOOD WD6 5QR
		24 BANKS ROAD, BOREHAMWOOD WD6 5QR
		25 BANKS ROAD, BOREHAMWOOD WD6 5QR
		27 BANKS ROAD, BOREHAMWOOD WD6 5QR
		1 LEIGH COURT, BOREHAMWOOD WD6 5QX
		2 LEIGH COURT, BOREHAMWOOD WD6 5QX
		3 LEIGH COURT, BOREHAMWOOD WD6 5QX
		4 LEIGH COURT, BOREHAMWOOD WD6 5QX
		5 LEIGH COURT, BOREHAMWOOD WD6 5QX
		6 LEIGH COURT, BOREHAMWOOD WD6 5QX
		7 LEIGH COURT, BOREHAMWOOD WD6 5QX
		8 LEIGH COURT, BOREHAMWOOD WD6 5QX
		9 LEIGH COURT, BOREHAMWOOD WD6 5QX
		10 LEIGH COURT, BOREHAMWOOD WD6 5QX
		11 LEIGH COURT, BOREHAMWOOD WD6 5QX
		12 LEIGH COURT, BOREHAMWOOD WD6 5QX
		11 MASON CLOSE, BOREHAMWOOD WD6 5QY



Title number	Estate information	Address
		12 MASON CLOSE, BOREHAMWOOD WD6 5QY
		1 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ
		2 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ
		9 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ
		10 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ
		LAND ON THE WEST SIDE OF STUDIO WAY, BOREHAMWOOD
		TRAVELODGE STUDIO WAY, BOREHAMWOOD WD6 5JY
		19 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		21 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		23 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		25 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		27 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		29 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		31 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		TRAVELODGE HOTELS LTD STUDIO WAY, BOREHAMWOOD WD6 5JY
		LAND ADJOINING, 6 NIVEN CLOSE, BOREHAMWOOD WD6 5RE

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 18 DEC 2018 AT 17:02:49. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD5634

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land adjoining the Elstree Film Studios, Elstree Way and Rowley Lane, Elstree and Shenley.
- 2 The sewer which crosses this land in the neighbourhood of the track between the points A and B on the filed plan is excluded from the title.
- 3 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.
- 4 Where the parts edged and numbered in green on the filed plan include parts of garage forecourts and accessways rights of way are reserved thereover.
- 5 Where the parts edged and numbered in green on the filed plan include parts of passageways rights of way on foot only are reserved thereover.
- 6 The land has the benefit of the following rights reserved by the Transfer dated 2 April 1985 referred to in the Charges Register:-

"There is EXCEPTED AND RESERVED in favour of the Transferor and its successors in title the right to the free and uninterrupted passage and running of water soil gas electricity telephone and other services through the drains sewers pipes wires and cables now laid (or thereafter during the period of Eighty years to be laid solely in or under the part of the land hereby transferred as is shown coloured blue on the attached plan) in or under the land hereby transferred and to make connections therewith together with all requisite rights and powers of entry onto the land hereby transferred upon giving reasonable notice for the purpose of making connection with such drains sewers pipes wires and cables respectively and for the purpose of maintaining and repairing the same nevertheless making good forthwith and compensating the Transferree and its successors in title and their lessees for all damage occasioned to the land hereby transferred by such entry and with the exercise of such rights.

NOTE: The land coloured blue on the plan referred to is shown by a broken purple line on the filed plan.

- 7 The land edged and lettered c in red on the filed plan restored to the title on 20 August 1987.
- 8 (12.01.1993) The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered HD303068 in green on the filed plan dated 4 January 1993 made between (1) Hertsmere Borough Council and (2) Bellway Homes Limited (Purchaser):-

EXCEPT AND RESERVED in favour of the Council and its successors in title as mentioned in the Third Schedule hereto

A: Property Register continued

THE THIRD SCHEDULE

(Exceptions and reservations in favour
of the Council and its successors in title)

1. The right at any time to erect or permit to be erected any buildings or other erections and to alter any building or other erection now standing or within eighty years after the date of this Transfer to be erected on any part of the adjoining land of the Council or on any part of the Studio Estate remaining in the Council's ownership 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 Property and any access of light and air over the adjoining land of the Council or any part of the Studio Estate remaining in the Council's ownership shall be deemed to be enjoyed by the licence or consent of the Council and not as of right
 2. The right in the event of the Council selling or developing any of the adjoining land of the Council and/or any part of the Studio Estate remaining in the Council's ownership to connect into use lay maintain repair cleanse reconstruct or relay any sewers drains pipes wires cables and other works laid under the Brown Road and to the free passage of foul and surface water mains water gas electricity and other transmission media respectively through the same
 3. Full right and liberty for the Council and its successors in title with or without workmen at all reasonable times and upon reasonable notice being given to enter upon the Brown Road for the purpose of exercising the right as reserved by the preceding paragraph of this Schedule the Council making good all damage caused by the exercise of such right
 4. The right of support from the Property for the adjoining land of the Council and for any part of the Studio Estate remaining in the Council's ownership.
- 9 (12.12.1994) Where the parts edged and numbered in green on the title plan include roadways, footways, accessways or paths rights of way serving more than two dwellings are reserved thereover.
- 10 (12.12.1994) The land has the benefit of the following rights reserved by the Transfer dated 15 November 1994 referred to in the Charges Register:-

SCHEDULE 2

(The Exceptions and Reservations)

1. The right for the Vendor and all other persons entitled thereto to connect into use lay maintain repair cleanse reconstruct or relay any Conducting Media laid or to be laid under the roads or other parts of the Property not intended for the construction of dwellings or garages or for exclusive enclosure with such dwellings ("the Common Parts") within the Perpetuity Period and to the passage of foul and surface water mains gas electricity and other transmission media respectively through the same

2. Full right and liberty for the Vendor with or without workmen at all reasonable times on reasonable notice (except in emergencies) to enter upon the Common Parts for the purpose of exercising the right reserved by the preceding paragraph of this Schedule the persons exercising the right to use the Conducting Media contributing a proportion according to user toward the upkeep and maintenance thereof

PROVIDED THAT in exercising the rights reserved by paragraphs 1 and 2 of this Schedule the Vendor will:-

- (a) Before commencing such work give not less than 14 days written notice of its intention to carry out such works to the Purchaser; and
- (b) Obtain the prior written approval of the Purchaser to the routes of the Conducting Media hereinbefore referred to; and

A: Property Register continued

(c) Not carry out any such works in such a manner as shall interfere with or interrupt access to the Property or any part of it or the use of the Conducting Media, and

(d) Carry out all works in good and workmanlike manner in accordance with the approval previously granted by the Purchaser and the requirements of the Relevant Authority; and

(e) Cause as little damage as possible in the exercise of such rights; and

(f) Make good forthwith any damage caused and indemnify the Purchaser in respect of any liability or loss which may arise as a result of any breach

(3) The right of support from the Property for the adjoining land of the Vendor and for any part of the Studio Estate.

- 11 (20.07.2007) The land in this title has the benefit of the rights reserved by a Transfer of the land edged and numbered HD471119 in green on the title plan dated 13 June 2007 made between (1) Hertsmere Borough Council and (2) Chartprize Limited.

-NOTE: Copy filed under title HD471119.

- 12 (20.07.2007) The reference to the land edged brown on the title plan which adjoins the land edged and numbered HD192797 in green 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 (22.01.1982) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.
- 2 The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

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

- 1 The part of this land adjoining Rowley Lane which was part of the waste lands of the Manor of Shenleybury is subject to the rights of the Elstree and Borehamwood Gas Company Limited to lay and maintain gas mains and service pipes and fittings therein and so much of the same as is coloured green on the plan annexed to an order dated 19 September 1930 of the Minister of Agriculture and Fisheries made under Section 193 of the Law of Property Act 1925 is subject to such order. A copy of the said order which includes no copy of the plan therein referred to is filed.
- 2 A Transfer of the land edged and numbered HD75434 in green on the filed plan and other land dated 8 September 1972 made between (1) Maycrest Property Investment Limited and (2) Christian Salvesen Limited contains the following covenants by the Vendors:-

"FOR the benefit of the land hereby transferred and so as to bind the Retained Land into whosoever hands the same may come Maycrest HEREBY

C: Charges Register continued

COVENANTS with Salvesen

(1) That Maycrest and its successors in title will not carry on upon the Retained Land or in any buildings thereon any trades or businesses specified within the classes v, vi, vii, viii and ix of Use Classes Order 1963."

NOTE: The land in this title forms part of the Retained Land.

- 3 The land is subject to the following rights granted by a Transfer of the land edged and numbered HD153382 in green on the filed plan dated 21 June 1982 made between (1) Hertsmere Borough Council (Hertsmere) (2) Hunting Gate Developments Limited(H G D) and (3) The Equitable Life Assurance Society (the Society):-

"TOGETHER with the right in fee simple of the free passage of water soil and electricity through the sewers drains electricity and telephone lines to be laid in or over the Studio Estate (which is shown for the purpose of identification only edged brown on plan lettered B annexed hereto) (in positions as far as possible under the Spine Road shown for the purpose of identification only by green and blue lines and/or the strip of land hatched black on the said plan lettered B agreed between the parties or to be determined under Clause 3 below) from the time that the same are respectively completed until they are adopted Together with the right in each case for the owners and occupiers of the land thereby served to enter upon the parts of the Studio Estate thereby affected for the purpose of laying repairing renewing and replacing the same respectively the person exercising such right causing as little damage as possible and promptly making good the surface at his own expense."

NOTE: The brown edging, black hatching, green lines and blue lines are shown by blue edging, blue hatching, blue broken line and a brown broken line respectively on the filed plan so far as each reference affects the land in this title.

- 4 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 28 October 1982 made between (1) Hertsmere Borough Council (Grantor) and (2) The Colne Valley Water Company (Company):-

"The Grantor as beneficial owner hereby grants and conveys in fee simple unto the Company its successors and assigns in under or upon the land having a uniform width of five metres situate at development site Elstree Way Borehamwood in the said County of Hertfordshire (which land is for the purpose of identification only and not by way of limitation or enlargement coloured pink on the annexed plan) the right and easement at any time and from time to time to construct and use a line or lines or pipes and electric cables with or without ducts together with all such valve-boxes hydrant-boxes inspection chambers and other apparatus as the Company may think fit and all necessary or convenient markers indicating the position of the said pipes cables and other apparatus and at any time and from time to time to maintain replace inspect enlarge remove and do all other works in connection with the said pipes and other apparatus and in connection with the Company's water undertaking which the Company shall deem necessary or advisable TOGETHER with the natural right of support heretofore enjoyed by the said land PROVIDED always that no such valve-box hydrant-box inspection chamber or other apparatus shall exceed at the surface of the ground nor any marker be so placed as to interfere with cultivation without the written consent of the Grantor

2. THE Company its agents contractors servants and workmen shall be entitled to enter upon and open up the said land and to pass and repass with or without vehicles and appliances over and along the said land for the purpose of exercising the rights and easements hereby granted."

The said Deed also contains the following covenants:-

"THE Grantor to the intent and to bind (so far as practicable) the said land and every part of it unto whosoever hands it may come and to benefit and protect the rights and easements hereby granted but not so as to render the Grantor personally liable in damages for any breach of

C: Charges Register continued

covenant after it shall have parted with all interests in the said land hereby covenants with the Company at all times hereafter to observe perform and be bound by the restrictions and stipulations set out in the Second Schedule hereto

THE SECOND SCHEDULE

Restrictions and stipulations to be observed

and performed by the Grantor

1. The surface of the said land shall not be lowered nor shall the surface be raised by more than 300mm above the existing level otherwise than the consent in writing of the Company

2. The said land shall not be disturbed so as to interfere with the right of support hereby granted

3. Nothing shall be built erected constructed laid placed planted or grown in under or upon the said land which would render the exercise of the rights and easements hereby granted or any of them substantially more difficult or costly or which may in any way diminish interfere with or damage the purity or flow of water coming to or carried by the said pipes".

NOTE: The land coloured pink referred to is tinted blue on the filed plan.

- 5 The roads and footpaths included in the title are subject to rights of way.
- 6 The land is subject to rights to connect to and use all sewers, drains, watercourses, wires, cables, pipes and other services thereover, therein or thereunder.
- 7 The parts of the land affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to rights for the buildings erected on the parts so edged and numbered to maintain roof gutters fascia boards soffits and downpipes overhanging thereover and adjoining thereto and rights to maintain footings and foundations and projecting chimney stacks thereon thereunder and thereover together with rights of entry for the purpose of repairing repointing and painting the said overhanging parts the said footings foundations and chimney stacks and the flank walls of the said buildings and any windows therein.
- 8 The parts of the land affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to rights to break into and build onto the walls of the garages included in the adjoining land for the sole purpose of erecting a garage on the land contiguous to such garage and to right of support for the walls and eaves of the garages erected on the parts so edged and numbered.
- 9 The garage forecourts and accessways included in the title are subject to rights of way.
- 10 The passageways included in the title are subject to rights of way.
- 11 The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 12 May 1983 made between (1) Hertsmere Borough Council (Grantor) and (2) The Eastern Electricity Board:-

"the Grantor as Beneficial Owner hereby grants unto the Board FULL RIGHT AND LIBERTY for the Board to lay maintain repair renew use alter inspect or remove electric cables and lines and conduits or pipes for containing the same where necessary (hereinafter referred to as "the said works") under the land being part of the Grantor's property situate and known as land forming part of the Studio Estate adjoining Rowley Lane Borehamwood Hertfordshire in the position shown by a thick black broken line between the points marked A and B on Drawing Number H12494 Issue B annexed hereto AND ALSO full right and liberty to enter on and break up the surface of so much of the land of the Grantor as may be necessary from time to time for the purpose of laying and

C: Charges Register continued

thereafter as occasion shall require relaying inspecting repairing renewing altering or removing the said electric cables and lines and conduits or pipes TO HOLD the same unto the Board in fee simple TO THE INTENT that the said rights shall be used in connection with and as appurtenant to the whole and every part of the statutory electricity undertaking of the Board"

NOTE: The thick black broken line referred to is shown by a yellow broken line on the filed plan.

- 12 The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered HD168230 in green on the filed plan dated 12 May 1983 made between (1) Hertsmere vBorough Council (Transferor) and (2) The Eastern Electricity Board (Board):-

"together with the rights set out in the Schedule hereto

THE SCHEDULE above referred to

(1) Full right and liberty for the Board and all persons authorised by it (in common with the Transferor and all persons having the like right) to pass and repass at all times and for all purposes with or without vehicles to and from the site over and along the land shown by black cross hatching on the said site plan and the estate road between such last mentioned land and Rowley Lane

(2) Full right and liberty for the Board to lay maintain inspect renew use alter and remove electric cables and lines and conduits or pipes for containing the same where necessary under the land shown by black cross hatching on the said site plan and the said estate road and the footpaths and verges thereof and to enter thereon and break up the surface thereof so far as necessary from time to time for the purpose of laying the said electric cables and lines and conduits or pipes and thereafter as occasion shall require relaying repairing maintaining altering and removing the same the Board causing as little inconvenience as possible in the exercise of such rights and making good and paying for any damage caused thereby

(3) Full right and liberty for the Board to open the gates referred to at Clause 2 hereof outwards over the land shown by black cross hatching on the said site plan"

NOTE: The land shown by black cross hatching referred to is edged brown on the filed plan.

- 13 An Agreement dated 15 January 1986 made between (1) The Hertfordshire County Council (2) Hertsmere Borough Council (3) Robert Fleming Trustee Co. Limited and (4) Hunting Surveyors and Consultants Limited relates to the construction of a road and footpath forming part of Studio Way shown hatched brown on the filed plan and to the granting of rights of way thereover.

-NOTE: Copy filed.

- 14 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 30 July 1987 made between (1) Hertsmere Borough Council (Grantor) and (2) The Colne Valley Water Company (Company):-

"the Grantor as beneficial owner hereby grants and conveys in fee simple unto the Company its successors and assigns in under or upon the land having varying widths situate at the studio Estate off Studio Way Borehamwood in the County of Hertfordshire (which land is for the purpose of identification only and not by way of limitation or enlargement coloured pink on the annexed plan) the right and easement at any time and from time to time to construct and use a line or lines of pipes with or without ducts together with all such valve-boxes hydrant-boxes inspection chambers and other apparatus as the Company may think fit and all necessary or convenient markers indicating the position of the said pipes and other apparatus and at any time and from time to time to maintain replace inspect enlarge remove and do all other works in connection with the said pipes and other apparatus and

C: Charges Register continued

in connection with the said pipes and other apparatus and in connection with the Company's water undertaking which the Company shall deem necessary or advisable TOGETHER with the natural right of support heretofore enjoyed by the said land PROVIDED always that no such valve-box uhydrant-box inspection chamber or other apparatus shall exceed at the surface of the ground 1200mm x 1000mm in area nor shall such works or apparatus be raised above the surface of the ground nor any marker be so placed as to interfere with cultivation without the written consent of the Grantor."

NOTE: The land coloured pink referred to is edged mauve on the supplementary plan to the filed plan

The said Deed also contains the following covenants:-

"THE Grantor to the intent and to bind (so far as practicable) the said land and every part of it into whosoever hands it may come and to benefit and protect the rights and easements hereby granted but not so as to render the Grantor personally liable in damages for any breach of covenant committed after it shall have parted with all interest in the said land hereby covenants with the Company at all times hereafter to observe perform and be bound by the restrictions and stipulations set out in the Second Schedule hereto.

THE SECOND SCHEDULE

Restrictions and stipulations to be observed

and performed by the Grantor

(1) The surface of the said land shall not be lowered nor shall the surface be raised by more than 300mm above the existing level otherwise than with the consent in writing of the Company

(2) The said land shall not be disturbed so as to interfere with the right of support hereby granted

(3) Nothing shall be built erected constructed laid placed planted or grown in under or upon the said land which would render the exercise of the rights and easements hereby granted or any of them substantially more difficult or costly or which may in any way diminish interfere with or damage the purity or flow of water coming to or carried by the said pipes."

15 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.

16 The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 4 August 1989 made between (1) Hertsmere Borough Council (Grantor) and (2) British Gas PLC:--

"The Grantor as beneficial owner (and to the intent that the easements hereby granted shall be appurtenant to British Gas' undertaking and each and every part thereof) HEREBY GRANTS unto British Gas THE EASEMENTS to lay construct inspect maintain protect use replace remove or render unusable a pipeline for the transmission or storage of gas or other materials (whether such gas or materials are transmitted by British Gas on its own behalf or on behalf of other persons) and all necessary apparatus ancillary thereto (all hereinafter together called "the said works") in upon and over a strip of land 3.048 metres in width coloured pink for identification purposes only on the plan annexed hereto (hereinafter called "the said strip of land") and to pass over the said strip of land for the purposes of the said works and of any works of British Gas contiguous therewith and over the said land for the purpose of access to the said strip of land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus TO HOLD the same unto British Gas in fee simple."

NOTE: The land coloured pink referred to is shown edged and numbered in yellow on the Supplementary Plan to the filed plan so far as it affects the land in this title

C: Charges Register continued

The said deed also contains the following restrictive covenants by the Grantor:-

"COVENANTS BY THE GRANTOR

THE Grantor (to the intent and so as to bind the said land and land of the Grantor adjoining thereto and every part thereof into whosoever hands the same may come and to benefit and protect the easements hereby granted) hereby covenants with British Gas that:-

5.1 no buildings or constructions of whatsoever nature shall be erected on

5.2 no soil or materials shall be deposited over

5.3 no excavations shall be made in and

5.4 no trees or deep rooted shrubs shall be planted on the said strip of land without the consent of British Gas."

17 An Agreement for sale of the land tinted blue on the filed plan and other land dated 1 October 1992 made between (1) Hertsmere Borough Council and (2) Bellway Homes Limited.

-NOTE: No copy of the Agreement dated 1 October 1992 referred to is held by Land Registry.

18 (12.12.1994) 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 support.

19 (12.12.1994) 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 for the purpose of repairing, replacing, maintaining and decorating the buildings erected on the parts so edged and numbered in green.

20 (12.12.1994) The land is subject to rights of drainage and rights in respect of water gas electricity and other services.

21 (12.12.1994) A Transfer of the land edged and numbered HD329973 in green on the filed plan dated 15 November 1994 made between (1) Hertsmere Borough Council (Vendor) and (2) Wilcon Homes Anglia Limited (Purchaser) contains covenants by the Vendor details of which are set out in the schedule of restrictive covenants hereto.

22 (12.12.1994) The land is subject to the following rights granted by the Transfer dated 15 November 1994 referred to above:-

SCHEDULE 1

(The Rights)

"1. The right to enter with or without vehicles workmen plant machinery and equipment upon the Blue Land as shall be reasonably necessary for the purposes of:-

1.1 Making connection with all Conducting Media as are now or may within the Perpetuity Period be laid in or under the Blue Land until such time as the Conducting Media becomes vested in the Relevant Authority when this right shall immediately determine save to the extent that such right may need to continue to be exercised by a Relevant Authority and

1.2 Laying new Conducting Media therein in positions previously approved in writing by the Vendor (such approval not to be unreasonably withheld); and

1.3 Relaying reconstructing renewing altering or enlarging in positions previously approved in writing by the Vendor (such approval not to be unreasonably withheld) repairing maintaining and cleansing any Conducting Media and connections hereinbefore referred to

C: Charges Register continued

SUBJECT to the Purchaser making good any damage caused by the exercise of these rights.

2. The right to use the Conducting Media laid or within the Perpetuity Period to be laid in on under or over the blue land for the passage of foul and surface water drainage water gas electricity telephone and all other services until such time as the Conducting Media shall be adopted by the Relevant Authority when this right shall immediately determine save to the extent that such right may need to continue to be exercised by a Relevant Authority.

3. The right to enter with or without vehicles workmen plant machinery and equipment upon the Blue Land for the purposes of constructing and laying out a vehicular access in a position previously approved in writing by the Vendor (such approval not to be unreasonably withheld) for access to and egress from the Site to the adopted highway known as Studio Way adjoining the Blue Land including any visibility splays footways and street lighting installations to be constructed therewith and any and all works ancillary thereto and thereafter for (until the same shall be adopted as a highway maintainable at public expense when this right shall immediately determine) repairing maintaining renewing or relaying the same subject to the Purchaser making good any damage caused by the exercise of these rights

4. The right (in common with all others entitled thereto) to pass and repass at all times with or without vehicles over the Blue Land until such time as the Blue Land shall be adopted as a highway maintainable at the public expense when this right shall immediately determine SUBJECT to the Purchaser making good any damage caused by the exercise of this right and keeping the Blue Land free of obstruction at all times

5. Subject to the provisions of the works hereinafter referred to being agreed in writing with the Vendor (such agreement not to be unreasonably withheld) the right to enter with or without vehicles workmen plant machinery and equipment on to the Blue Land as shall be reasonably necessary for the purpose of undertaking all such works as may reasonably be required to facilitate the development of the Property but so that this right will determine upon the Blue Land becoming adopted as a highway maintainable at public expense

6. The right of support for the Property from the parts of the Studio Estate remaining in the Vendor's ownership.

PROVIDED ALWAYS that wherever in this Schedule there is reference to the prior approval of the Vendor to the positions of any Conducting Media in or under or of a vehicular access across the Blue Land the Vendor shall give written notice of its approval or refusal within fifteen working days of receipt by it of plans showing the proposed positions of the said Conducting Media and vehicular access and if no such written notice is received by the Purchaser within such period of fifteen working days the Vendor's written approval shall be deemed to have been given."

NOTE: The blue land referred to is tinted mauve on the filed plan.

23 (18.10.1995) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 4 October 1995 made between (1) Hertsmere Borough Council and (2) British Gas PLC:-

"The Grantor with full title guarantee (and to the intent that the easements hereby granted shall be appurtenant to British Gas' undertaking and each and every part thereof) HEREBY GRANTS unto British Gas THE EASEMENTS to lay construct inspect maintain protect use replace remove or render unusable a pipeline for the transmission or storage of gas or other materials (whether such gas or materials are transmitted by British Gas on its own behalf or on behalf of other persons) and all necessary apparatus ancillary thereto (all hereinafter together called "the said works") in upon and over strips of land 3 metres in width coloured pink for identification purposes only on the plan annexed hereto (hereinafter called "the said strip of land") and to pass over the said strip of land for the purposes of the said works and of any works of British Gas contiguous therewith and over the said land for

C: Charges Register continued

the purpose of access to the said strip of land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus TO HOLD the same unto British Gas in fee simple.

4 COVENANTS BY BRITISH GAS

BRITISH GAS (to the intent and so as to bind the easements hereby granted into whosoever hands the same may come and to benefit and protect the said land and every part thereof) HEREBY COVENANTS with the Grantor that British Gas in exercising the said easements will do as little damage as possible to the said land and the crops for the time being growing thereon and will pay to the Grantor compensation for all damage so done."

The said Deed also contains the following covenants by the Grantor:-

"THE Grantor (to the intent and so as to bind the said land and land of the Grantor adjoining thereto and every part thereof into whosoever hands the same may come and to benefit and protect the easements hereby granted) hereby covenants with British Gas that:-

5.1. no buildings or constructions of whatsoever nature shall be erected on

5.2 no soil or materials shall be deposited over

5.3 no excavations shall be made in and

5.4 no tress or deep rooted shrubs shall be planted on

the said strip of land without the consent of British Gas."

NOTE: The land coloured pink referred to is crossed hatched blue on the filed plan.

- 24 (20.10.1995) The land is subject to the rights granted by a Deed of Grant dated 16 October 1995 made between (1) Hertsmere Borough Council and (2) Wilcon Homes Anglia Limited.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

- 25 (08.09.2010) By a Deed dated 3 September 2010 made between (1) Hertsmere Borough Council and (2) Aldwyck Housing Group Limited the terms of the lease dated 25 September 1996 of land forming part of site C1, Gregson Way referred to in the schedule of leases hereto were varied.

-NOTE: Copy Deed filed under HD315442.

- 26 (16.11.2010) By a Deed dated 8 September 2010 made between (1) Hertsmere Borough Council (2) Mitchells & Butlers Retail Limited and (3) British Overseas Bank Nominees Limited and WGTC Nominees Limited the terms of the lease dated 3 March 1988 referred to in the schedule of leases hereto were varied.

-NOTE: Copy Deed filed under HD240736.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 15 November 1994 referred to in the Charges Register:-

(The Vendor's Covenants)

"1. On as many occasions as the Purchaser shall require on being requested to do so by the Purchaser or the Relevant Authority and at no cost to the Purchaser at any time within the Perpetuity Period to be a party to:-

Schedule of restrictive covenants continued

1.1 A Section 38 Agreement or Agreements under the provisions of the Highways Act 1980 in respect of the roads footways and other works constructed or laid out or to be constructed or laid out by the Purchaser on the Blue Land pursuant to the rights set out in paragraph 3 of Schedule 1 hereto; and

1.2 A Section 104 Agreement or Agreements under the provisions of the Water Industry Act 1991 in respect of any foul and surface water sewers laid or to be laid by the Purchaser in or under the Blue Land pursuant to the rights set out in paragraph 1 of Schedule 1 hereto; and

1.3 Such Agreements and/or deeds of grant and/or easements and/or wayleaves and/or rights and/or covenants as may be imposed or required by any Relevant Authority to provide for and secure the laying and adoption or otherwise the taking over by the Relevant Authority of any Conducting Media installed or to be installed by the Purchaser in on under or over the Blue Land pursuant to the rights set out in paragraph 1 of Schedule 1 hereto.

2. That no act matter or thing which shall or may be or become or grow to be a public or private nuisance or a damage annoyance grievance or inconvenience to the Purchaser or any occupier of the Property (or any part thereof) or which may lessen the value of the Property (or any part thereof) shall be made carried on or done or suffered on the remainder of the Studio Estate remaining in the Vendor's ownership

3. To keep the Blue Land clear and free from obstructions and unbuilt upon (save for any works carried out thereon by the Purchaser pursuant to the rights herein granted) until such time as the same shall be adopted as a highway maintainable at public expense Provided that it will not be a breach of covenant if the Vendor carries out works to bring the Blue Land up to an adoptable standard as a highway maintainable at public expense."

NOTE: The blue land referred to is tinted mauve on the filed plan.

Schedule of notices of leases

1	25.03.1988	Land on the West side of 1 and 2 Studio Way	03.03.1988 125 years from 3.3.1988	HD240736
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NOTE: See entry in the Charges Register relating to a deed of variation dated 8 September 2010.

2	15.05.1991	7 Niven Close tinted yellow	17.12.1990 99 years from 17.12.1990	HD285297
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NOTE 1: The lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances therein mentioned.

NOTE 2: The lease comprises also other land

3	24.11.1993	Land adjoining 6 Niven 19 Close	17.11.1993 99 years from 26.11.1990	HD313205
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NOTE 1: The Lease comprises also other land.

NOTE 2: The least contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances therein mentioned

4	24.10.1995	Land forming part of Site 20 Cl. Gregson Way,	25.09.1992 125 years from 25.9.1992	HD315442
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NOTE 1: The Lease comprises also other land

NOTE 2: See entry in the Charges Register relating to a Deed of variation dated 3 September 2010

Title number HD5634

End of register



Map scale 1:1250

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Data last updated 10:00pm 12 DECEMBER, 2018



Title number	Estate information	Address
HD444704	Freehold	LAND COMPRISING LOMBARDY WAY, BOREHAMWOOD LAND COMPRISING SAXON COURT, BOREHAMWOOD LAND COMPRISING TUDOR COURT, BOREHAMWOOD LAND ON THE SOUTH WEST SIDE OF LOMBARDY WAY, BOREHAMWOOD

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 18 DEC 2018 AT 17:05:05. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD444704

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (08.09.2005) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land comprising Lombardy Way, Saxon Court, Tudor Court and land on the south west side of Lombardy Way.

NOTE:- The land tinted green on the title plan is not included in the title.

- 2 (08.09.2005) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.
- 3 (08.09.2005) By Transfers and Conveyances of adjacent or neighbouring land pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.
- 4 (08.09.2005) The land has the benefit of such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were reserved by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.

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 (08.09.2005) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

- 1 (08.09.2005) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.

Title number HD444704

C: Charges Register continued

- 2 (08.09.2005) The land is subject to the rights granted by a Deed of Grant dated 21 March 1957 made between (1) The London County Council and (2) Colne Valley Water Company.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

- 3 (08.09.2005) The land is subject to the rights granted by a Deed of Grant dated 28 March 1985 made between (1) Hertsmere Borough Council and (2) The Colne Valley Water Company.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed under HD444769.

End of register

HM Land Registry Current title plan

Title number **HD444704**
Ordnance Survey map reference **TQ1897SW**
Scale **1:1250**
Administrative area **Hertfordshire : Hertsmere**



Screen Copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence No: 100026216
The land tinted green is not included in this title.



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 18 December 2018 at 17:06:16. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 11:36:57. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD138844

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (15.04.1981) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Organ Hall Farm School Site, Organ Hall Road, Borehamwood.
- 2 The Conveyance dated 7 December 1970 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that the carrying on by the Vendor in a proper and efficient manner of its undertaking on its adjoining or neighbouring land in exercise of its powers and subject to its statutory and common law obligations shall not be deemed to be a breach of the covenant for quiet enjoyment implied herein by reason of the Vendor conveying and being expressed to convey the property as Beneficial Owner nor to be in derogation of its grant."
- 3 The Transfer dated 7 April 1981 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY DECLARED AND AGREED by and between the parties hereto (A) that the Council shall have power at all times without obtaining any consent from or making any compensation to the Transferee to deal as the Council may think fit with any land or buildings adjoining opposite or near to the property and to erect or suffer to be erected on any adjoining opposite or neighbouring land any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time hereafter be enjoyed by the Transferee or other the owners tenants or occupiers of the property or any part thereof (B) that any access of light or air now or hereafter enjoyed over any part of the said adjoining or neighbouring land by or in respect of the property shall be deemed to be so enjoyed by the licence or consent of the Council and not as of right and (C) that there is expressly excepted from this Transfer any right to the free passage of light or air through any windows or openings in any building now standing or hereafter to be erected on any part of the property."
- 4 A new filed plan based on the latest revision of the Ordnance Survey Map has been substituted for the original plan.
- 5 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.
- 6 The Transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 of that Act.
- 7 (19.05.1994) The land has the benefit of the following rights reserved by the Transfer dated 31 March 1994 referred to in the Charges Register:-

"EXCEPTING AND RESERVING for the benefit of the Council and its

A: Property Register continued

successors in title and occupiers of the Remaining Land and each and every part thereof the rights set forth in Schedule C hereto

SCHEDULE C

EXCEPTIONS AND RESERVATIONS

SUPPORT

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

RIGHTS OF WAY

2. The right for the Council and the owner or owners and occupiers for the time being of the Remaining Land or any part thereof and all persons authorised by it or them in common with the Transferee and its successors in title at all times for all reasonable purposes connected with the use and enjoyment of the Remaining Land or any part thereof PROVIDED THAT this right is limited in extent to the degree that such rights are at the date hereof exercised over the Property to pass and repass over those parts of the Property (if any) which form roadways footways accessways or paths serving more than two dwellings (except where such roadways footways accessways or paths form an integral part of any individual dwelling within the Property) in all cases over routes to be designated by the Transferee PROVIDED THAT the Transferee (or its successors in title) may upon giving not less than 28 days' written notice to the Council (except in case of emergency) from time to time alter the route through the Property of any such routes as it shall in its absolute discretion think fit PROVIDED FURTHER THAT it does so whilst providing 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 the alternative route provided over the Property to the Remaining Land is reasonably adequate for the then reasonable use and occupation of the Remaining Land PROVIDED ALWAYS THAT the Council its successors in title or other persons as aforesaid using such rights as are hereby granted shall pay and contribute together with the Transferee or its successors in title a fair and just proportion according to the extent to which they use such rights at the cost of repairing and maintaining all of such roadways footways accessways or paths.

REPAIRS

3. The right where reasonably necessary and subject to not less than 7 days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property with or without workmen and others materials and appliances for the purpose of repairing replacing and or maintaining and or decorating the Remaining Land and all buildings now erected on the Remaining Land or any replacement or renewal thereof and also during the Perpetuity Period to lay Service Conduits in over through or under the roads footways and accessways from time to time forming part of the Property to serve the Remaining Land either alone or jointly or in common with the Property (the person exercising such right causing as little damage and inconvenience as possible and making good forthwith at his or their expense all damage and loss caused thereby) and SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Transferee or its successors in title for the duration of such works.

SERVICES

4. The free and uninterrupted right to the passage and running of water soil gas electricity or other fuels telephone television and any other services to and from the Remaining Land through and along all Service Conduits which are now or where there is any replacement or renewal thereof may during the Perpetuity Period be constructed on over through in or under the Property as are used or intended to be used jointly or 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 the Council or other persons as aforesaid bearing paying and contributing together with such other persons including the Transferee

A: Property Register continued

and its successors in title a fair proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits TOGETHER WITH the right subject to not less than 7 days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property with or without workmen and others, materials and appliances for the purpose of laying connecting to inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Council or other person or persons as aforesaid causing as little inconvenience and damage as possible and making good forthwith at their own expense all damage or loss caused thereby) SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Transferee or its successors in title for the duration of such works 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 footways 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.

5. (Subject as provided in Clause 5 and Schedule B hereof) the right to deal with any of the Remaining Land in the Council's ownership in any manner whatsoever in the Council's absolute discretion without reference to the Transferee or its successors in title.

6. The rights to the unimpeded access and enjoyment of light and air to all the windows now and during the Perpetuity Period in the buildings on the Remaining Land and each and every part thereof now existing and to any replacement or renewal thereof to be erected upon the Remaining Land or any part thereof within the Perpetuity Period from or over the Property or any parts thereof."

NOTE 1:-The Transfer contains the following definitions:-

"the Common Areas"	shall include all existing common or amenity areas alleyways accessways footways pathways and roadways other
than	those which are or shall become adopted by the appropriate public authority and maintainable at the public expense
"the Perpetuity Period"	means a period of eighty years from the date hereof
"the Remaining Land"	means all land adjacent to or adjoining the Property and now in the ownership
of	the Council the extent of which land is to be conclusively certified by the Council by reference to plans within 56 days of completion of this Transfer
"Service Conduits"	shall include all existing mains sewers drains pipes wires cables conduits gutters channels soakaways ditches watercourses and all other conducting media and apparatus other than those which are vested in the Statutory Undertakings

NOTE 2:-The land in this title comprises part of the remaining land referred to.

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 (15.04.1981) Proprietor(s): HERTSMERE BOROUGH COUNCIL of The Civic Offices, Elstree Way, Borehamwood, Herts.

B: Proprietorship Register continued

- 2 (15.04.1981) RESTRICTION:-Except under an order of the registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Housing Act 1957 or some other Act or authority.

C: Charges Register

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

- 1 A Conveyance of the land in this title and other land dated 14 December 1931 made between (1) Lucy Phillimore (Vendor) and (2) The London Midland and Scottish Railway Company (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance of the land in this title and other land dated 7 December 1970 made between (1) The British Railways Board (Vendor) and (2) Greater London Council (Council) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 The land is subject to the following rights reserved by the Conveyance dated 7 December 1970 referred to above:-

"THERE are excepted and reserved unto the Vendor.

(i) the right at any time for the purpose only of the operational needs of the Vendor's railway undertaking to erect or suffer to be erected any building or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of its adjoining or neighbouring 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 said property and any access of light and air over the adjoining land of the Vendor whilst the same is used for the purpose of the operational needs (present or future) of the Vendor shall be deemed to be enjoyed by the licence or consent of the Vendor and not as of right.

(ii) the right of support from the said property for the adjoining property of the Vendor whilst the same is used for the purpose of the present operational needs of the Vendor.

- 4 The land is subject to the following rights reserved by a Transfer of the land in this title dated 7 April 1981 made between (1) Greater London Council and (2) Hertsmere Borough Council:-

"EXCEPT AND RESERVED (a) for the benefit of all adjoining and neighbouring land and premises now or formerly belonging to the Council (i) all existing easements quasi-easements rights or privileges over or in relation to the property now enjoyed with such adjoining and neighbouring land and premises and (ii) the rights to connect to any existing or future sewers drains pipes wires and cables now passing or prior to the expiry of the perpetuity period hereinafter defined to pass in through under or over the property and after such connection to use the said sewers drains pipes wires and cables for the purpose of the passage of water soil gas electricity and other facilities from or to the said adjoining and neighbouring land and premises and (iii) the right to enter upon the property for the purpose of the inspection of and executing works of repair maintenance and replacement of walls sewers drains pipes cables or other apparatus in connection with the enjoyment of the easements rights or privileges hereinbefore reserved the person(s) exercising such right making good any damage thereby occasioned and (b) the right for the Council and its successors in title to enter from time to time upon the property with or without workmen plant and materials (i) for the purpose of constructing reconstructing adding to altering inspecting maintaining and repairing any building now or within the said perpetuity period on the land adjoining the property and (ii) for any purpose(s) connected with the development within the said period of any adjoining or neighbouring land of the Council in so far as such purpose(s) cannot reasonably be carried out without such entry as aforesaid (in both cases giving

C: Charges Register continued

reasonable previous notice of intention to enter upon the property to the owner or occupiers thereof and making good to their reasonable satisfaction any damage occasioned by such entry).

FOR the purposes of this Deed the perpetuity period shall be Eighty years from the First day of April One thousand nine hundred and eighty.

- 5 (19.05.1994) The land is subject to the following rights granted by a Transfer of the land edged and numbered HD318767, HD319360, HD319362, HD319364, HD319369 AND HD319381 in green on the filed plan and other land dated 31 March 1994 made between (1) Hertsmere Borough Council (the Council) and (2) Ridgehill Housing Association Limited (the Transferee):-

"TOGETHER WITH the rights and easements set forth in Schedule B hereto

SCHEDULE B

RIGHTS GRANTED

SUPPORT

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

RIGHTS OF WAY

2. The right for the Transferee and the owner or owners and occupiers for the time being of the Property or any part thereof and all persons authorised by it or them at all times and for all reasonable purposes connected with the use and enjoyment of the Property or any part thereof in common with the Council and all other persons to whom a like right has been or may hereafter be granted to pass and repass (with or without vehicles in the case of roads and accessways) over and along the Common Areas now or any replacement or renewal thereof thereafter forming part of the Remaining Land and not publicly adopted the Transferee or other persons as aforesaid bearing paying and contributing together with the Council or its successors in title a reasonable proportion according to the extent to which they use such right of the cost of repairing and maintaining the Common Areas which are not maintained at public expense PROVIDED THAT the Council 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 through the Remaining Land of the Common Areas as it shall in its absolute discretion think fit PROVIDED FURTHER THAT it does so whilst providing suitable alternative routes at its own expense causing minimum inconvenience and making good as soon as practicable any damage so caused and PROVIDED THAT any alternative route provided over the Remaining Land to the Property is adequate for the present use and occupation of the property.

REPAIRS

3. The right subject to not less than 7 days' prior written notice to the Council or its successors in title (except in case of emergency) to enter upon the Remaining Land with or without workmen and others materials and appliances for the purposes of repairing replacing maintaining and/or decorating the Property and all or any buildings now erected or any replacement or renewal of such buildings and thereafter erected thereon within the Perpetuity Period (the person or person exercising such right making good forthwith at its his or their own expense all damage and loss caused thereby) and also during the Perpetuity Period to lay Service Conduits in over through or under the Common Areas now or where there is any replacement or renewal thereof thereafter forming part of the Remaining Land to serve the Property either alone or jointly or in common with the Remaining Land (the person exercising such right causing as little damage and inconvenience as possible and making good forthwith at his or their expense all damage and loss caused thereby) and SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Council or its successors in title for the duration of such works.

C: Charges Register continued

SERVICES

4. The free and uninterrupted right to the passage and running of water soil gas electricity or other fuel telephone television and other services to and from the Property through and along all Service Conduits as are now or where there is any replacement or renewal thereof as may during the Perpetuity Period be in through under or over the Remaining Land as are used or intended to be used jointly or in common with the Council and all other persons who are now or may hereafter be entitled to connect with or use the same or any of them the Transferee its successors in title or other persons as aforesaid bearing paying and contributing together with such other persons including the Council and its successors in title a fair proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing replacing maintaining renewing altering adjusting and cleansing the Service Conduits TOGETHER WITH the right and subject to not less than 7 days' prior written notice to the Council or its successors in title (except in case of emergency) to enter on to the Remaining Land with or without workmen and others materials and appliances for the purpose of connecting to laying inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Transferee or its successors in title causing as little inconvenience and damage as possible and making good forthwith at its his or their own expense all damage and loss caused thereby) SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Council or its successors in title for the duration of such works PROVIDED THAT this includes (subject as aforesaid) the right during the Perpetuity Period to make further connections and to lay in under through or over the Common Areas now or where there is any replacement or renewal thereof thereafter forming part of the Property such further Service Conduits as are reasonably necessary for any increased flow from time to time PROVIDED FURTHER THAT the Council may upon giving not less than 28 days written notice to the Transferee or its successors in title (except in case of emergency) from time to time alter the route of the Service Conduits in the Remaining Land as it shall in its absolute discretion think fit which shall not involve the Transferee in any additional expenditure by way of maintenance repair or otherwise PROVIDED ALWAYS THAT any alternative route is adequate for the present use and occupation of the Property AND PROVIDED FURTHER THAT the Council provides suitable alternative services at its own expense and causes during the course of such works minimum inconvenience and makes good forthwith any damage caused.

5. The rights to the unimpeded access and enjoyment of light and air to all windows now and during the Perpetuity Period in the buildings upon the Property and each and every part thereof now existing and to any replacement or renewal thereof thereafter erected upon the Property or any part thereof within the Perpetuity Period from or over the Remaining Land or any parts thereof.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 14 December 1931 referred to in the Charges Register:-

"THE Purchasers with the intent to bind themselves and their successors in title the owners for the time being of the lands hereby conveyed or any parts thereof hereby covenant with the Vendor and her successors in title as owners for the time being and for the benefit not only of the said lands hatched with black lines on the said plan but also of the Mansion House and lands of Kendalls or Kendal Hall (being all the property of which the Vendor is now the estate owner and tenant for life in possession under the Settlement specified in the Second Schedule hereto and a Subsidiary Vesting Deed bearing even date with the Deed of Exchange specified in such Second Schedule) and separately with each of them in manner following that is to say:-

.....

(e) that no part of the said land coloured yellow on the said plan shall at any time be used otherwise than for (i) private residential

Schedule of restrictive covenants continued

purposes or roads or (ii) retail shops or (iii) industrial or commercial purposes not causing or involving any nuisance (whether indictable or not) annoyance or damage by fumes smoke odour gas noise vibration or obstruction And that no buildings shall at any time be erected or used on such land except for one or more of the said permitted purposes or matters mentioned in this sub-clause.

PROVIDED always that the restrictions contained in sub clauses (a) to (f) inclusive of this clause shall not prevent or apply to any act matter or thing which shall be done or permitted at any time by the Purchasers or their successors in title with the previous written consent of the Vendor or other the owner or owners for the time being of the said Mansion House known as Kendalls or Kendall Hall or the site thereof.

NOTE:-The Vendors land referred to above lies to the West of the land in this title. The land in this title falls wholly within the land coloured yellow referred to.

2 The following are details of the covenants contained in the Conveyance dated 7 December 1970 referred to in the Charges Register:-

"THE Council with the intention to bind so far as legally may be itself and its successors in title the owners for the time being of the property hereby conveyed or any part thereof into whosoever hands the same may come hereby covenants with the Vendor and its successors in title and for the benefit of the Vendor's adjoining or neighbouring property as is capable of being benefitted or protected as follows:

(i) not at any time while the Vendor's adjoining land is used for the purposes of its railway undertaking.

(a) without previously submitting detailed plans and sections thereof to the Vendor and obtaining their approval (such approval not to be unreasonably withheld or delayed) thereto and

(b) without complying with such reasonable conditions as to foundations or otherwise as the Vendor shall deem it necessary to impose

to erect or (if foundation works are necessary) add to any building or structures or to execute any works on any part of the said property within a distance of Fifty feet (50 feet) of the Vendor's adjoining land and works."

NOTE:-the land in this title does not fall within 50 feet of the Vendors adjoining land referred to.

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 11:38:05. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD445838

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (13.10.2005) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land comprising Bairstow Close, land comprising part of Organ Hall Road and part of Stanley Gardens and land to the south west of Organ Hall Road, Borehamwood.
- 2 (13.10.2005) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.
- 3 (13.10.2005) By Transfers and Conveyances of adjacent or neighbouring land pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.
- 4 (13.10.2005) The land has the benefit of such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were reserved by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.

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 (13.10.2005) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

- 1 (13.10.2005) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.
- 2 (13.10.2005) A Conveyance of the land in this title and other land dated 14 December 1931 made between (1) Lucy Phillimore (Vendor) and (2) The London Midland and Scottish Railway Company (Purchaser)

C: Charges Register continued

contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 3 (13.10.2005) A Conveyance of the land in this title and other land dated 7 December 1970 made between (1) The British Railways Board and (2) The Greater London Council contains restrictive covenants.

-NOTE: Copy filed under HD445573.

- 4 (13.10.2005) The land is subject to the rights reserved by the Conveyance dated 7 December 1970 referred to above.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 14 December 1931 referred to in the Charges Register:-

THE Purchasers with the intent to bind themselves and their successors in title the owners for the time being of the lands hereby conveyed or any part thereof hereby covenant with the Vendor and her successors in title as owners for the time being and for the benefit not only of the said lands hatched with black lines on the said plan but also of the Mansion House and lands of Kendalls or Kendal Hall (being all the property of which the Vendor is now the estate owner and tenant for life in possession under the settlement specified in the Second Schedule hereto and a Subsidiary Vesting Deed bearing even date with the Deed of Exchange specified in such Second Schedule) and separately with each of them in manner following that is to say:-

(a) THAT no Electric Power Station shall at any time be erected or used on any part of the lands hereby conveyed except on so much of the said land coloured yellow on the said plan as lies to the south of the line marked "Electric Cable" on the said plan

(b) THAT no building (except a railway station or hall with its appurtenant buildings) shall at any time be erected on any part of the lands hereby conveyed otherwise than with a tiled roof covering the whole of its roof space visible from the exterior

(c) THAT no part of the said land coloured pink on the said plan shall at any time be used otherwise than for private residential purposes or roads And that no buildings shall at any time be erected or used on such land except private dwellinghouses (with their own private outbuildings) of a density not exceeding eight houses per acre and so in proportion for any fraction of an acre

(d) THAT no part of the said land coloured blue on the said plan shall at any time be used otherwise than for (i) private residential purposes or roads or (ii) retail shops or (iii) a railway station or hall with its appurtenant buildings And that no buildings shall at any time be erected or used on such land except for one or more of these permitted purposes or matters

(e) THAT no part of the said land coloured yellow on the said plan shall at any time be used otherwise than for (i) private residential purposes or roads or (ii) retail shops or (iii) industrial or commercial purposes not causing or involving any nuisance (whether indictable or not) annoyance or damage by fumes smoke odour gas noise vibration or obstruction And that no buildings shall at any time be erected or used on such land except for one or more of the said permitted purposes or matters mentioned in this sub-clause

(f) THAT neither the Purchasers nor their successors in title shall at any time apply for any order for the stopping up or diversion of the footpath coloured green on the said plan or apply for or consent to any Town Planning Scheme or Order (or any variation thereof) which may be inconsistent with any of the restrictions contained in sub-clauses (a) to (e) inclusive of this clause

(g) THAT if at any time during the lives of the issue now living of His Late Majesty King Edward VII and the last survivor of them until twenty one years after the death of such survivor any road or roads shall be

Schedule of restrictive covenants continued

constructed upon any part or parts of the said lands coloured pink blue and yellow on the said plan lying to the west of the said Railway the Vendor and her successors in title as such owners as aforesaid and her and their Lessees and Tenants and all persons authorised by her or them respectively shall at all times and for all purposes have full free and uninterrupted right of access to and user of the said road or roads

PROVIDED always that the restrictions contained in sub clauses (a) to (f) inclusive of this clause shall not prevent or apply to any act matter or thing which shall be done or permitted at any time by the Purchasers or their successors in title with the previous written consent of the Vendor or other the owner or owners for the time being of the said Mansion House known as Kendalls or Kendal Hall or the site thereof.

NOTE 1:-No land hatched with black lines referred to was shown on the plan supplied on first registration.

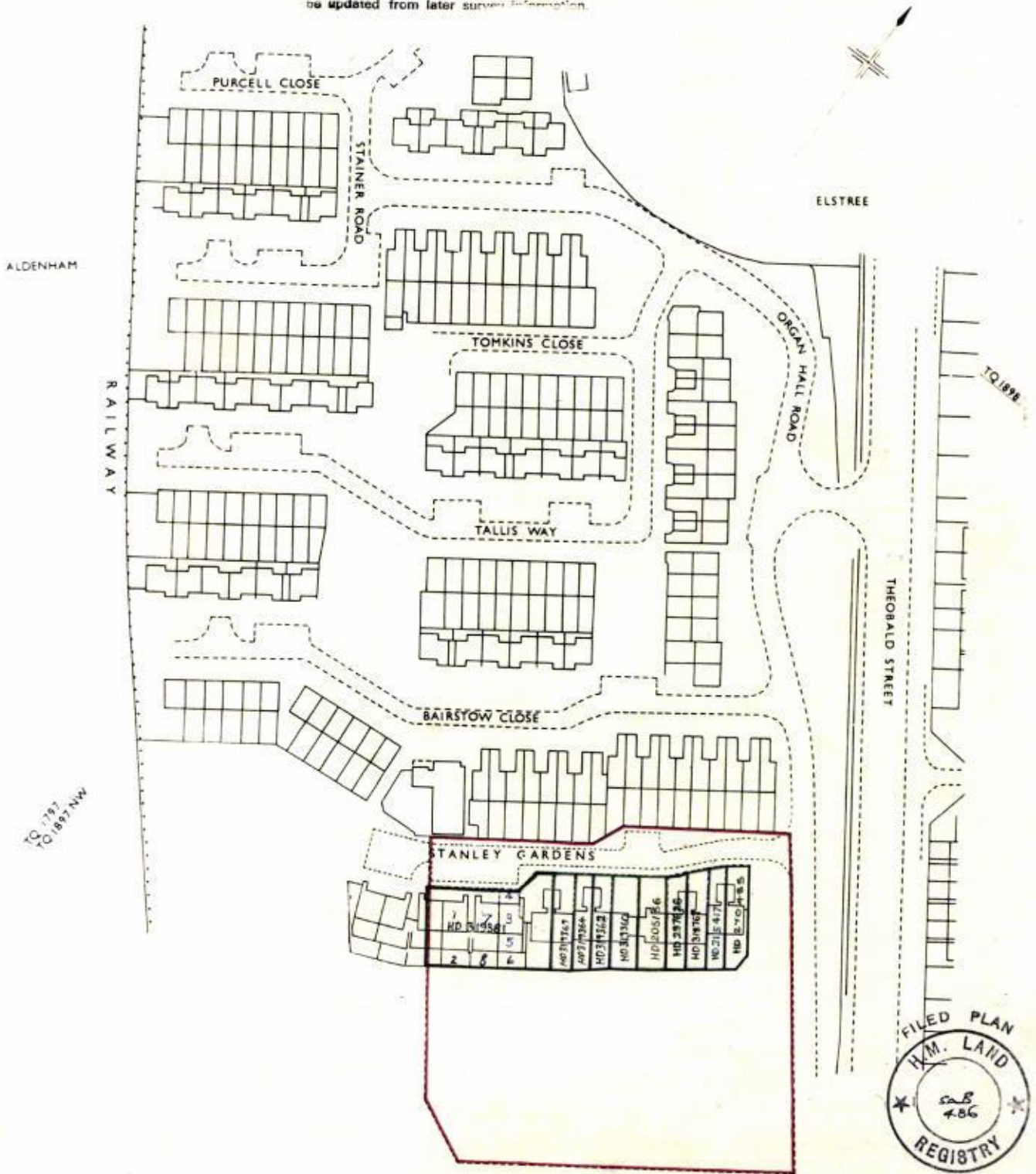
NOTE 2:-The land in this title falls within the land coloured yellow and to the north of the line marked Electric Cable as referred to above.

NOTE 3:-The footpath coloured green referred to above lies to the west of the land in this title running from Theobald Street to Watling Street.

End of register

H.M. LAND REGISTRY		TITLE NUMBER	
		HD 138844	
ORDNANCE SURVEY PLAN REFERENCE	TQ 1897	SECTION	O
		Scale 1:1250	
COUNTY HERTFORDSHIRE	DISTRICT HERTSMERE		© Crown copyright 1986

The boundaries shown by dotted lines have been plotted from the transfer plan. The title plan may be updated from later survey information.



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 December 2018 at 11:37:32. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

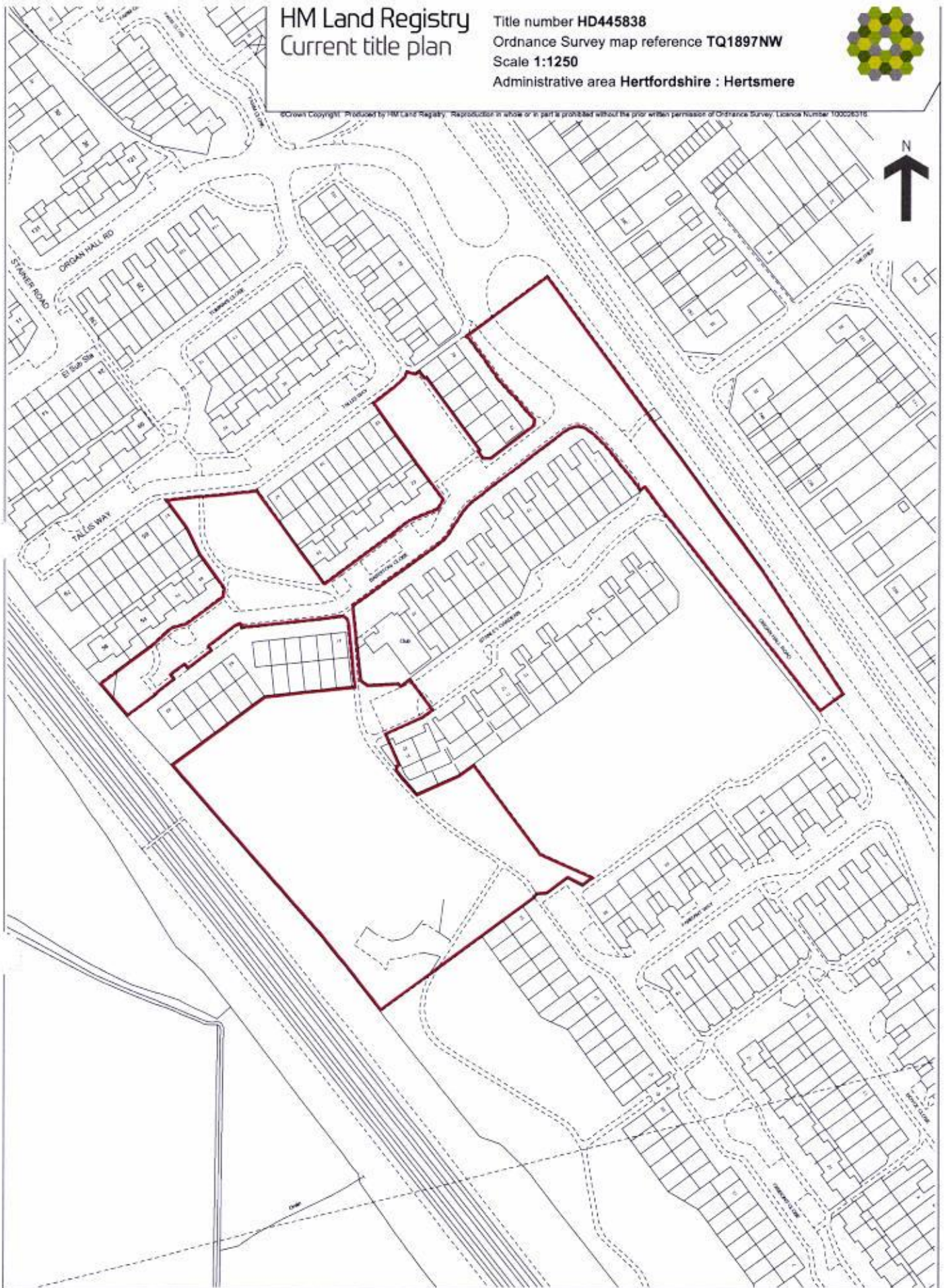
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HM Land Registry Current title plan

Title number **HD445838**
Ordnance Survey map reference **TQ1897NW**
Scale **1:1250**
Administrative area **Hertfordshire : Hertsmere**



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This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 December 2018 at 11:38:46. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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



Map scale 1:1250

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Data last updated 10:00pm 12 DECEMBER, 2018

Title number	Estate information	Address
HD5687	Freehold	49-51 STUDIO WAY, BOREHAMWOOD WD6 5NN 3 BALCON WAY, BOREHAMWOOD WD6 5DQ 1 BALCON WAY, BOREHAMWOOD WD6 5DQ 113 DANZIGER WAY, BOREHAMWOOD WD6 5DG 112 DANZIGER WAY, BOREHAMWOOD WD6 5DG 111 DANZIGER WAY, BOREHAMWOOD WD6 5DG 110 DANZIGER WAY, BOREHAMWOOD WD6 5DG 109 DANZIGER WAY, BOREHAMWOOD WD6 5DG 108 DANZIGER WAY, BOREHAMWOOD WD6 5DG 107 DANZIGER WAY, BOREHAMWOOD WD6 5DG 106 DANZIGER WAY, BOREHAMWOOD WD6 5DG 105 DANZIGER WAY, BOREHAMWOOD WD6 5DG 104 DANZIGER WAY, BOREHAMWOOD WD6 5DG 103 DANZIGER WAY, BOREHAMWOOD WD6 5DG 102 DANZIGER WAY, BOREHAMWOOD WD6 5DG 6 GATE CLOSE, BOREHAMWOOD WD6 5DF 5 GATE CLOSE, BOREHAMWOOD WD6 5DF 4 GATE CLOSE, BOREHAMWOOD WD6 5DF



Title number	Estate information	Address
		3 GATE CLOSE, BOREHAMWOOD WD6 5DF
		2 GATE CLOSE, BOREHAMWOOD WD6 5DF
		1 GATE CLOSE, BOREHAMWOOD WD6 5DF
		15 DANZIGER WAY, BOREHAMWOOD WD6 5DA
		14 DANZIGER WAY, BOREHAMWOOD WD6 5DA
		13 DANZIGER WAY, BOREHAMWOOD WD6 5DA
		12 DANZIGER WAY, BOREHAMWOOD WD6 5DA
		11 DANZIGER WAY, BOREHAMWOOD WD6 5DA
		10 DANZIGER WAY, BOREHAMWOOD WD6 5DA
		36 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		34 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		32 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		30 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		28 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		26 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		24 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		22 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		16 GREGSON CLOSE, BOREHAMWOOD WD6 5RW



Title number	Estate information	Address
		14 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		12 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		10 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		8 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		6 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		4 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		2 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		41 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		39 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		37 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		35 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		33 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		31 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		29 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		27 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		25 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		20 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		18 GREGSON CLOSE, BOREHAMWOOD WD6 5RW



Title number	Estate information	Address
		23 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		21 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		19 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		17 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		15 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		13 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		11 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		9 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		7 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		5 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		3 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		1 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		PARKING SPACE, 3 BALCON WAY, BOREHAMWOOD WD6 5DQ
		LAND ADJOINING, 6 NIVEN CLOSE, BOREHAMWOOD WD6 5RE

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 18 DEC 2018 AT 17:07:19. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD5687

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (01.09.1944) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at Studio Estate, Borehamwood.
- 2 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.
- 3 The land edged and lettered A in red on the title plan added to the title on 1 February 1966.
- 4 A Transfer of the land edged and numbered HD43167 in green on the title plan dated 15 October 1965 by Metro-Goldwyn-Mayer British Studios Limited (Vendor) to Hertfordshire County Council (Council) contains the following covenants which are expressed to be for the benefit of the adjoining land retained by the Vendor:-

"The Council hereby covenant with the Vendor for the benefit of the adjoining land retained by the Vendor and so as to bind the Council and their successors in title the owners and occupiers of the land transferred.

(a) Not (except as hereinafter mentioned) to use or suffer the land transferred or any part thereof to be used for any purpose other than as playing fields and not to erect thereon or on any part thereof any buildings except buildings which are ancillary to the buildings now standing on the adjoining land of the Council and in accordance with the plans and specifications previously submitted to and approved by the Vendor's surveyor together with the surveyor's fee of Three pounds three shillings for such approval

(b) Not to carry on or permit to be carried on upon any part of the land transferred any activity or anything which shall or may grow to be in any way a nuisance or annoyance to the Vendor or its successors in title the owners or occupiers of the adjoining land retained by the Vendor or any part thereof Provided that the use of the land transferred for playing fields and ancillary buildings as aforesaid shall not be deemed an infringement of this covenant.

(c) within three months of the date of completion to erect and forever afterwards maintain a fence along the north east and south east boundaries of the land transferred between the points marked "A" "B" and "C" on the said plan such fence to be of such height and design and to be constructed of such materials as the Vendor's surveyor shall previously approve in writing Provided that the overhang of any barbed wire required by such surveyor shall be outwards on to the adjoining land of the Vendor and not inwards on to the land transferred."

NOTE 1: The points marked A B and C referred to have been shown as B C

A: Property Register continued

and D respectively on the filed plan

By a Deed dated 13 April 1966 made between the same parties the Council and their successors in title were expressed to be released by the Vendor from the said covenants in the following terms:-

"The Company hereby releases the Council and their successors in title from the obligations of the recited covenants contained in clause 3 of the Transfer to the extent necessary to permit or enable the land shown coloured blue on the plan annexed hereto to be dedicated and used for the purpose of a public footpath.

The Company hereby covenants with the Council that the Company has full power to release the Council and their successors in title from the obligations of the aforesaid covenants in manner herein expressed save and except only in respect of the said land hereinbefore referred to transferred to the Rural District Council of Elstree.

It is hereby agreed and declared that save for the release of the covenants contained in clause 1 hereof the covenants contained in the Transfer shall remain in full force and effect."

NOTE 2: The land coloured blue referred to is tinted pink on the title plan.

5 The land has the benefit of the following rights granted by a Deed dated 26 October 1965 made between (1) The Rural District Council of Elstree and (2) Metro-Goldwyn-Mayer British Studies Limited:-

"IN consideration of the covenant on the part of the Grantee hereinafter contained the Grantor as Beneficial Owner hereby grants unto the Grantee full right and liberty for the Grantee and its successors in title the owners and occupiers for the time being of the second lands or any part thereof and its or their respective servants and Licenses (in common with the Grantor and all others having the like right) at all times hereafter by day or by night with or without vehicles of any description and with or without animals for all purposes connected with the use and enjoyment of the second lands but not for any other purpose whatsoever to pass and repass over and along the said land coloured pink on the said plan for the purpose of going from Shenley Road to the second lands or vice versa TOGETHER WITH full right and liberty for the Grantee and his successors in title the owners and occupiers for the time being of the second lands to lay mains pipes wires and cables under the piece of land coloured blue on the said plan for the purpose of the supply of water gas or electricity to any buildings now or hereafter to be erected upon the second lands and for the purpose of inspecting cleansing repairing and maintaining any such mains pipes wires and cables to enter upon the said land coloured blue doing thereby as little damage as possible and making compensation for all damage done TO HOLD the said rights and liberties unto the Grantee in fee simple."

NOTE 1: The following is a copy of the covenant contained in the Deed dated 26 October 1965 referred to in NOTE 3 above:-

"THE Grantor and the Grantee hereby mutually covenant with each other and with their respective successors in title that the Grantor and the Grantee and their respective successors in title will pay and contribute one half of the cost of the initial laying down and surfacing of a roadway over the land coloured pink on the said plan and further will from time to time contribute one half each of the cost of keeping the said road in repair."

NOTE 2: The land coloured pink and coloured blue referred to are tinted brown and hatched brown respectively on the title plan.

6 The title plan has been amended.

7 Where the parts edged and numbered in green on the title plan include parts of the garage forecourts rights of way are reserved thereover.

8 Where the parts edged and numbered in green on the title plan include rear or side footpaths rights of way on foot only are reserved thereover.

A: Property Register continued

9 The land has the benefit of the following rights reserved by the Transfer dated 17 February 1984 referred to in the Charges Register:-

"EXCEPTING AND RESERVING to the Council and its successors in title for the benefit of the adjoining land and premises now or formerly belonging to the Council the easements and other rights expressly referred to in the Second Schedule hereto and SUBJECT TO all existing rights and easements of statutory undertakers in over or under the land hereby transferred to which the land hereby transferred may be subject.

THE SECOND SCHEDULE

The following easements and rights are hereby excepted and reserved in favour of the Council and its successors in title:-

1. The right at any time to erect or permit to be erected any buildings or other erections and to alter any building or other erection now standing or within eighty years after the date hereof to be erected on any part of the Council's adjoining 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 and any access of light and air over the Council's adjoining land shall be deemed to be enjoyed by the license or consent of the Council and not as of right.

2. The right for the Council and its successors in title in the event of the Council selling or developing any of its adjoining or neighbouring land to connect to use maintain repair cleanse reconstruct or relay any sewers drains pipes wires cables and other works now or within eighty years of the date hereof laid or to be laid under the land hereby transferred and to the passage of foul and surface water mains water gas electricity and other transmission media respectively through the same.

3. Full right and liberty for the Council and its successors in title with or without workmen at all reasonable times and upon reasonable notice being given to enter upon the land hereby transferred for the purpose of exercising the right as reserved by the preceding paragraph of this Schedule the Council making good all damage caused by the exercise of such right.

4. Full right and liberty of way for the Council its successors in title and their respective servants and agents and other persons thereunto duly authorised by it or them respectively for all purposes with or without vehicles through over and upon all estate roads and footpaths built within eighty years of the date hereof and so that the said right and liberty as regards the roads to be adopted shall be exercisable from the date hereof until the same shall be adopted as public highways.

5. The right of support from the land hereby transferred for the adjoining land of the Council.

6. Full right and liberty for the Council and its successors in title with or without workmen at all reasonable times to enter upon the land hereby transferred for the purpose of maintaining repairing renewing reinstating altering or amending any fences walls (including the walls of any buildings) sewers drains cables and other works of the Council on the Council's adjoining land the Council making good any damage occasioned to the land hereby transferred by the exercise of this right of entry."

10 The title plan has been subdivided into two parts.

11 The land has the benefit of the following rights reserved by the Transfer dated 16 December 1991 referred to in the Charges Register:-

"EXCEPT AND RESERVING unto the Transferor and its successors in title the rights set out in the Second Schedule hereto.

.....
..

A: Property Register continued

THE SECOND SCHEDULE above referred to exceptions and reservations

1. There are not included in this Transfer

(a) any mines or minerals under the Property or any right of support from any mains or minerals whatsoever

(b) any easement or right of light air or support or other easement or right which would restrict or interfere with the free use by the Transferor or any person deriving title under it for building or any other purpose on the adjoining land of the Transferor and on any part of the Studio Estate remaining in the Transferor's ownership

2. The following are exceptions and reservations in favour of the Transferor and its successors in title

(a) The right at any time to erect or permit to be erected any buildings or other erections and to alter any building or other erection now standing or within 80 years from the date hereof to be erected on any part of the adjoining land of the Transferor or on any part of the Studio Estate remaining in the Transferor's ownership 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 Property any access of light and air over the adjoining land of the Transferor or any part of the Studio Estate remaining in the Transferor's ownership shall be deemed to be enjoyed by the licence or consent of the Transferor and not as of right.

(b) The right for the Transferor and its successors in title in the event of the Transferor selling or developing any of the adjoining land of the Transferor and/or any part of the Studio Estate remaining in the Transferor's ownership to connect into use maintain repair cleanse reconstruct or relay any sewers drains pipes wires cables and other works laid under the Property and to the passage of foul and surface water mains water gas electricity and other transmission media respectively through the same

(c) Full right and liberty for the Transferor and its successors in title with or without workmen at all reasonable times and upon reasonable notice being given to enter upon the Property for the purpose of exercising the right as reserved by the preceding paragraph of this Schedule the Transferor making good all damage caused by the exercise of such right

(d) The right of support from the Property for the adjoining land of the Transferor (e) Full right and liberty for the Transferor and its successors in title with or without workmen upon 48 hours prior written notice (except in an emergency) and only to the extent necessary to enter upon the Property for the purpose of maintaining repairing renewing reinstating altering or amending any fences walls or other boundary markers sewers drains cables and other works of the Transferor on the adjoining land of the Transferor the Transferor causing as little damage and inconvenience as possible and making good any damage occasioned to the Property by the exercise of this right of entry."

12 The land has the benefit of the following rights reserved by the Transfer dated 2 December 1991 referred to in the Charges Register:-

"EXCEPTING AND RESERVING the matters set out in the Second Schedule hereto

THE SECOND SCHEDULE

(Exceptions and Reservations in favour of the Transferor and its successors in title)

1. The right at any time to erect or permit to be erected any buildings or other erections and to alter any building or other erection now standing or within eighty years after the date hereof to be erected on any part of the Transferor's Adjoining Land or on any part of the Studio Estate remaining in the Transferor's ownership 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 Property and

A: Property Register continued

any access of light and air over the Transferor's Adjoining Land or on any part of the Studio Estate remaining in the Transferor's ownership shall be deemed to be enjoyed by the License or consent of the Transferor and not as of right

2. The right for the Transferor and its successors in title in the event of the Transferor selling or developing any of the Transferor's Adjoining Land and/or any part of the Studio Estate remaining in the Transferor's ownership to connect into use maintain repair cleanse reconstruct or relay any sewers drains pipes wires cables and other works laid under the Property and to the passage of foul and surface water mains water gas electricity and other transmission media respectively through the same

3. Full right and liberty for the Transferor and its successors in title with or without workmen at all reasonable times and upon reasonable notice being given (except in the case of an emergency) to enter upon the Property for the purpose of exercising the right as reserved by the preceding paragraph of this Schedule the Transferor making good all damage caused by the exercise of such right

4. The right of support from the Property for the Transferor's Adjoining Land

5. Full right and liberty for the Transferor and its successors in title with or without workmen upon forty-eight hours prior written notice (except in an emergency) and only to the extent necessary to enter upon the Property for the purpose of maintaining repairing renewing reinstating altering or amending any fences walls or other boundary markers sewers drains cables and other works of the Transferor on the Transferor's Adjoining Land the Transferor causing as little damage and inconvenience as possible and making good any damage occasioned to the Property by the exercise of this right of entry."

13 The land has the benefit of the following rights reserved by the Transfer dated 4 January 1993 referred to in the Charges Register:-

"EXCEPT AND RESERVED in favour of the Council and its successors in title as mentioned in the Third Schedule hereto.

THE THIRD SCHEDULE

(Exceptions and reservations in favour
of the Council and its successors in title)

1. The right at any time to erect or permit to be erected any buildings or other erections and to alter any building or other erection now standing or within eighty years after the date of this transfer to be erected on any part of the adjoining land of the Council or on any part of the Studio Estate remaining in the Council's ownership 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 Property and any access of light and air over the adjoining land of the Council or any part of the Studio Estate remaining in the Council's ownership shall be deemed to be enjoyed by the license or consent of the Council and not as of right

2. The right in the event of the Council selling or developing any of the adjoining land of the Council and/or any part of the Studio Estate remaining in the Council's ownership to connect into use lay and maintain repair cleanse the Brown Road and to the free passage of foul and surface water mains water gas electricity and other transmission media respectively through the same

3. Full right and liberty for the Council and its successors in title with or without workmen at all reasonable times and upon reasonable notice being given to enter upon the Brown Road for the purpose of exercising the right as reserved by the preceding paragraph of this Schedule the Council making good all damage caused by the exercise of such right.

4. The right of support from the Property for the adjoining land of the Council and for any part of the Studio Estate remaining in the

A: Property Register continued

Council's ownership.

5. The right for the Council its successors in title and all other persons entitled thereto to pass and repass at all times with or without vehicles over the Brown Road until such time as the same shall be adopted as a public highway SUBJECT to the Council making good any damage caused by the exercise of this right."

NOTE: The Brown Road referred to is hatched yellow on the title plan.

14 The land has the benefit of the following rights reserved by the Transfer dated 2 December 1993 referred to in the Charges Register:-

"SUBJECT TO the exceptions and reservations contained in the Third Schedule hereto

THE THIRD SCHEDULE

Exceptions and Reservations

The following are the exceptions and reservations in favour of the Council and its successors in title for the benefit of the remainder of the lands comprised in the Studio Estate and each and every part of it now or formerly belonging to the Council:-

(1) The right at any time to erect or permit to be erected any buildings or other erections and to alter any building or other erection now standing or within eighty years after the date hereof (which shall be the perpetuity period applicable hereto ("the Perpetuity Period") to be erected on any part of the adjoining land of the Council or on any part of the Studio Estate 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 Site and any access of light and air over the adjoining land of the Council or any part of the Studio Estate shall be deemed to be enjoyed by the license or consent of the Council and not as of right

(2) The right for the Council its successors in title and the owners and occupiers for the time being of the land shown edged blue on the Plan and all other persons entitled thereto and their respective servants and agents within the Perpetuity Period to enter with plant and materials to construct (and after construction to re-construct repair and maintain) or make connections with (as the case may be) footpaths drains sewers and other conducting media (providing gas electricity water telephone and other services) on into or to (a) the Site Access and (b) any drains sewers pipes wires cables and other services in under or over the Site Access SUBJECT TO the person persons company or corporation exercising this right making good any damage thereby caused and also the right until adopted by the appropriate authorities to use the said drains sewers and other conducting media constructed or connected into as aforesaid

(3) The right of support from the site for the adjoining land of the Council and for any part of the Studio Estate.

(4) The right for the Council its successors in title and all other persons entitled thereto to pass and repass at all times with or without vehicles over the Site Access until such time as the same shall be adopted as a public highway paying therefor relating to actual use a reasonable part of the cost of maintenance of the Site Access."

NOTE: The land edged blue referred to is the land in this number HD303068. The 'Site' referred to is the land in title number HD314452. The Site Access referred to is edged blue on the filed plan.

15 The land has the benefit of the following rights reserved by the Transfer dated 31 March 1994 referred to in the Charges Register:-

"EXCEPTING AND RESERVING for the benefit of the Council and its successors in title and occupiers of the Remaining Land and each and every part thereof the rights set forth in the Schedule C hereto.

A: Property Register continued

EXCEPTIONS AND RESERVATIONS

SUPPORT

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

RIGHTS OF WAY

2. The right for the Council and the owner or owners and occupiers for the time being of the Remaining Land or any part thereof and all persons authorised by it or them in common with the Transferee and its successors in title at all times for all reasonable purposes connected with the use and enjoyment of the Remaining Land or any part thereof PROVIDED THAT this right is limited in extent to the degree that such rights are at the date hereof exercised over the Property to pass and re-pass over those parts of the Property (if any) which form roadways footways accessways or paths serving more than two dwellings (except where such roadways footways accessways or paths form an integral part of any individual dwelling within the Property) in all cases over routes to be designated by the Transferee PROVIDED THAT the Transferee (or its successors in title) may upon giving not less than 28 days' written notice to the Council (except in case of emergency) from time to time alter the route through the Property of any such routes as it shall in its absolute discretion think fit PROVIDED FURTHER THAT it does so whilst providing 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 the alternative route provided over the Property to the Remaining Land is reasonably adequate for the then reasonable use and occupation of the Remaining Land PROVIDED ALWAYS THAT the Council its successors in title or other persons as aforesaid using such rights as are hereby granted shall pay and contribute together with the Transferee or its successors in title a fair and just proportion according to the extent to which they use such rights at the cost of repairing and maintaining all of such roadways footways accessways or paths.

REPAIRS

3. The right where reasonably necessary and subject to not less than 7 days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property with or without workmen and others materials and appliances for the purpose of repairing replacing and or maintaining and or decorating the Remaining Land and all buildings now erected on the Remaining Land or any replacement or renewal thereof and also during the Perpetuity Period to lay Service Conduits in over through or under the roads footways and accessways from time to time forming part of the Property to serve the Remaining Land either alone or jointly or in common with the Property (the person exercising such right causing as little damage and inconvenience as possible and making good forthwith at his or their expense all damage and loss caused thereby) and SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Transferee or its successors in title for the duration of such works.

SERVICES

4. The free and uninterrupted right to the passage and running of water soil gas electricity or other fuels telephone television and any other services to and from the Remaining Land through and along all Service Conduits which are now or where there is any replacement or renewal thereof may during the Perpetuity Period be constructed on over through in or under the Property as are used or intended to be used jointly or 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 the Council or other persons as aforesaid bearing paying and contributing together with such other persons including the Transferee and its successors in title a fair proportion according to the extent

A: Property Register continued

to which their respective properties are served thereby of the cost of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits TOGETHER WITH the right subject to not less than 7 days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property with or without workmen and others, materials and appliances for the purpose of laying connecting to inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Council or other person or persons as aforesaid causing as little inconvenience and damage as possible and making good forthwith at their own expense all damage or loss caused thereby) SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Transferee or its successors in title for the duration of such works 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 footways 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.

5. (Subject as provided in Clause 5 and Schedule B hereof) the right to deal with any of the Remaining Land in the Council's ownership in any manner whatsoever in the Council's absolute discretion without reference to the Transferee or its successors in title.

6. The rights to the unimpeded access and enjoyment of light and air to all the windows now and during the Perpetuity Period in the buildings on the Remaining Land and each and every part thereof now existing and to any replacement or renewal thereof to be erected upon the Remaining Land or any part thereof within the Perpetuity Period from or over the Property or any parts thereof."

NOTE: The Transfer contains the following definitions:-

"the Common Areas" shall include all existing common or amenity areas alleyways accessways footways pathways and roadways other than those which are or shall become adopted by the appropriate public authority and maintainable at the public expense

"the Perpetuity Period" means a period of eighty years from the date hereof

"the Remaining Land" means all land adjacent to or adjoining the Property and now in the ownership of the Council the extent of which land is to be conclusively certified by the Council by reference to plans within 56 days of completion of this Transfer

"Service Conduits" shall include all existing mains sewers drains pipes wires cables conduits gutters channels soakways ditches watercourses and all other conducting media and apparatus other than those which are vested in the Statutory Undertakings NOTE 2:-The land in this title comprises part of the remaining land referred to.

16 The land has the benefit of the following rights reserved by the Transfer dated 13 March 1995 referred to in the Charges Register:-

Exceptions and reservations contained in the Third Schedule hereto

THE THIRD SCHEDULE

Exceptions and Reservations

1. There are not included in this Transfer any mines or minerals under the Site or any right of support from any mines or minerals whatsoever SUBJECT ALWAYS TO the Council's covenant contained in the Fifth Schedule hereto.

2. The following are the exceptions and reservations in favour of the Council and its successors in title for the benefit of the remainder of the lands comprised in the Studio Estate and each and every part of it now or formerly belonging to the Council:-

(1) The right at any time to erect or permit to be erected any

A: Property Register continued

buildings or other erections and to alter any building or other erection now standing or within eighty years after the date hereof (which shall be the perpetuity period applicable hereto ("the Perpetuity Period") to be erected on any part of the adjoining land of the Council or on any part of the Studio Estate 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 Site and any access of light and air over the adjoining land of the Council or any part of the Studio Estate shall be deemed to be enjoyed by the license or consent of the Council and not as of right PROVIDED THAT the same does not cause any material interference to the access of light and air to the Site and any building now or hereafter to be erected on the Site.

(2) The right of support from the Site for the adjoining land of the Council and for any part of the Studio Estate.

- 17 The land has the benefit of identical rights as referred above reserved by the Transfer dated 31 March 1994 referred to in the Charges Register.
- 18 (08.03.1996) The extent of the land edged and numbered HD296006 in green on the title plan has been amended.
- 19 (23.02.2004) The extent of the land edged and numbered HD321164 in green on the title plan has been amended.

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 (07.07.1976) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts, WD6 1WA.
- 2 (11.01.1971) A Transfer of the land edged and lettered A in red on the title plan dated 26 October 1965 made between (1) The Rural District Council of Elstree and (2) Metro-Goldwyn-Mayer British Studios Limited contains Purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.
- 3 (07.07.1976) The Transfer to the proprietor contains a covenant to observe and perform the covenants in the Conveyances dated 28 July 1944 and 13 April 1945 referred to in the Charges Register and of indemnity in respect thereof.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 26 October 1965 referred to in the Proprietorship Register:-

THE Transferee hereby covenants with the Transferor that it the Transferee will forthwith erect on the boundary of the land hereby transferred marked 'T' on the said plan a good and sufficient fence of a type to be approved by the Transferor and at all times thereafter to maintain such fence in good repair and condition.

NOTE: The South Western boundary of the land in this title is so marked.

C: Charges Register

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

- 1 A Conveyance of the land in this title dated 28 July 1944 made between (1) The Right Honourable Edmund Henry Earl of Strafford and (2) Metro-Goldwyn-Mayer London Films Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 The land edged and lettered A in red on the title plan is subject to the reservations Covenants and provisions referred to in a Conveyance dated 13 April 1945 and made between (1) Elstree Estates (Holding) Company Limited (in Liquidation) (2) Francis Charles Spencer London and (3) Laing's Properties Limited so far as the same affect the land and are subsisting and capable of being enforced.

-NOTE: Copy Reservations Covenants and provisions filed under HD25132.
- 3 The roads included in the title are subject to rights of way and the footpaths are subject to rights of way on foot only.
- 4 The land is subject to rights of drainage and rights in respect of water, soil, gas and electricity supply services.
- 5 The parts of the land affected thereby are subject to rights of entry for the purpose of carrying out decorations and repairs to the adjoining land and premises edged and numbered in green on the title plan.
- 6 The footpaths at the rear or sides included in the title are subject to rights of way on foot only.
- 7 The garage forecourts included in the title are subject to rights of way.
- 8 Lease dated 18 June 1979 of the electricity sub-station site numbered 1 on the title plan to The Eastern Electricity Board for 42 years from 31 July 1978.

NOTE 1: The lease grants rights of way over Wilcox Close and the land cross hatched blue on the title plan and rights to lay maintain and use electric cables and other apparatus in and under the land cross hatched blue on the title plan

NOTE 2: Lessee's title registered under HD121120.

- 9 The land is subject to the following rights granted by a Transfer of land lying to the south east of the land in this title dated 21 June 1982 made between (1) Hertsmere Borough Council (Hertsmere) (2) Hunting Gate Developments Limited (HGB) and (3) The Equitable Life Assurance Society (Society):-

"TOGETHER with the right in fee simple of the free passage of water soil and electricity through the sewers drains electricity and telephones lines to be laid in or over the Studio Estate (which is shown for the purpose of identification only edged brown on plan lettered B annexed hereto) (in positions as far as possible under the Spine Road shown for the purpose of identification only by green and blue lines and/or the strip of land hatched black on the said plan lettered B agreed between the parties or to be determined under Clause 3 below) from the time that the same are respectively completed until they are adopted Together with the right in each case for the owners and occupiers of the land thereby served to enter upon the parts of the Studio Estate thereby affected for the purpose of laying repairing renewing and replacing the same respectively the person exercising such right causing as little damage as possible and promptly making good the surface at his own expense."

NOTE: The land in this title is not affected by the green lines or black hatching referred to. The blue lines referred to are shown by a brown broken line on the title plan so far as it affects the land in this title, the brown edging referred to affects the whole of the land in this title.

C: Charges Register continued

- 10 The land is subject to the following rights granted by a Transfer of the land edged and numbered HD177449 in green on the title plan dated 17 February 1984 made between (1) Hertsmere Borough Council (Council) and (2) McLean Homes North London Limited (Purchaser):-

"TOGETHER WITH the easements specified in the First Schedule hereto.

THE FIRST SCHEDULE

The land edged with red on the said plan numbered 1 is hereby transferred TOGETHER WITH full right and liberty for the Purchaser and its successors in title and their respective servants agents and other persons thereto duly authorised by it or them respectively.

(1) To connect footpaths roads sewers and services serving the land hereby transferred into or to:-

(a) Studio Way

(b) any pipes wires cables and other services in under or over Studio Way

(c) any adopted highway areas.

(2) To enter the adjoining land of the Council for the purpose of building maintaining repairing renewing re-instating altering amending any fences walls or other structure on the boundary of the Council's said adjoining land the Purchaser making good any damage occasioned to the Council's the said adjoining land by the exercise of this right.

(3) To use maintain repair cleanse construct or lay any sewers drains pipes wires cables now or within eighty years of the date hereof laid or to be laid under the adjoining land of the Council and to the passage of foul and surface water mains water gas electricity and other transmission media respectively through the same so far as this right is necessary in connection with the land hereby transferred.

(4) At all reasonable times and upon reasonable notice being given to enter upon the adjoining land of the Council for the purpose of exercising the right as reserved by the preceding paragraph of this Schedule the Purchaser making good all damage caused by the exercise of such right SUBJECT to the working corridor and the access to and from being previously agreed with the Council.

(5) To pass and repass with or without vehicles over Studio Way and so that the said right and liberty as regards Studio Way shall be exercisable from the date hereof until the same shall be adopted as a public highway."

NOTE: The land edged red referred to is the land transferred.

- 11 The land is subject to rights in respect of telephone, television reception and other utilities.
- 12 The parts of the land affected thereby which adjoin the parts edged and numbered in green on the title plan are subject to rights of entry for the purpose of laying, connecting into, inspecting, testing repairing and renewing the mechanical electrical plumbing telephone gas television reception and entry phone installations comprised in the land in this title.
- 13 The parts of the land affected thereby which adjoin the parts edged and numbered in green on the title plan are subject to rights of support and protection for walls and buildings, rights to erect houses up to the boundaries of the adjoining land and rights of overhang or underlying of foundations, eaves roofs chimneys verges gutters windows downspouts flues and other projections of such houses and rights to tie in the walls thereof into the walls of buildings erected on adjoining land.
- 14 The parking bays forming part of estate roads are subject to rights of user.
- 15 The parts of the land affected thereby are subject to the leases set

C: Charges Register continued

out in the schedule of leases hereto.

The leases grant and reserve easements as therein mentioned.

- 16 The part of the land affected thereby is subject to the following rights granted by a Deed dated 24 March 1986 made between (1) Hertsmere Borough Council (Grantor) and (2) The Colne Valley Water Company (Company):-

"The Grantor as beneficial owner hereby grants and conveys in fee simple unto the Company its successors and assigns in under or upon the land having a uniform width of two metres situate at sector H3 former MGM Studio Site Borehamwood in the County of Hertfordshire (which land is for the purpose of identification only and not by way of limitation or enlargement coloured pink on the annexed plan) the right and easement at any time and from time to time to construct and use a line or lines of pipes with or without ducts together with all such value-boxes hydrant-boxes inspection chambers and other apparatus as the Company may think fit and all necessary or convenient markers indicating the position of the said pipes and other apparatus and at any time and from time to time to maintain replace inspect enlarge remove and do all other works in connection with the said pipes and other apparatus and in connection with the Company's water undertaking which the Company shall deem necessary or advisable TOGETHER with the natural right of support heretofore enjoyed by the said land PROVIDED always that no such value-box hydrant-box inspection chamber or other apparatus shall exceed at the surface of the ground 1200 mm x 1000 mm in area nor shall such works or apparatus be raised above the surface of the ground nor any marker be so placed as to interfere with cultivation without the written consent of the Grantor.

THE Company its agents contractors servants and workmen shall be entitled to enter upon and open up the said land and to pass and repass with or without vehicles and appliances over and along the said land for the purpose of exercising the rights and easements hereby granted."

NOTE: The land coloured pink referred to is hatched blue on the title plan

The said Deed also contains the following covenant by the Grantor:-

"THE Grantor to the intent and to bind (so far as practicable) the said land and every part of it into whosoever hands it may come and to benefit and protect the rights and easements hereby granted but not so as to render the Grantor personally liable in damages for any breach of covenant committed after it shall have parted with all interest in the said land hereby covenants with the Company at all times hereafter to observe perform and be bound by the restrictions and stipulations set out in the Second Schedule hereto.

THE SECOND SCHEDULE Restrictions and stipulations to be observed and performed by the Grantor

1. The surface of the said land shall not be lowered nor shall the surface be raised by more than 300 mm above the existing level otherwise than with the consent in writing of the Company
2. The said land shall not be disturbed so as to interfere with the right of support hereby granted.
3. Nothing shall be built erected constructed laid placed planted or grown in under or upon the said land which would render the exercise of the rights and easements hereby granted or any of them substantially more difficult or costly or which may in any way diminish interfere with or damage the purity or flow of water coming to or carried by the said pipes."

- 17 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 10 July 1987 made between (1) Hertsmere Borough Council (Grantor) and (2) Eastern Electricity Board (Board):-

"the Grantor as Beneficial Owner hereby grants unto the Board FULL

C: Charges Register continued

RIGHT AND LIBERTY for the Board to lay maintain repair renew use alter inspect or remove electric cables and lines and conduits or pipes for containing the same where necessary (hereinafter referred to as "the said works") under the land being part of the Grantor's property situate and known as Studio Estate Borehamwood in the County of Hertford in the position shown by the thick black broken line superimposed on pink colouring on the site plan on Drawing Number B.13137 Issue A annexed hereto AND ALSO full right and liberty to enter on and break up the surface of so much of the land of the Grantor as may be necessary from time to time for the purpose of laying and thereafter as occasion shall require relaying inspecting repairing renewing altering or removing the said works."

NOTE: The thick black broken line superimposed on pink colouring referred to is shown by a yellow broken line on the title plan in so far as it affects the land in this title.

18 The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered HD293263 in green on the title plan dated 16 December 1991 made between (1) Hertsmere Borough Council and (2) United Kingdom Housing Trust Limited:-

"TOGETHER WITH the rights set out in the First Schedule hereto

THE FIRST SCHEDULE above referred to rights granted

Full right and liberty for the Transferee and its successors in title and their respective servants agents and other persons thereto duly authorised by it or them respectively

1. To construct or to make connections with (as the case may be) footpaths sewers and services serving the Property into or to :

- (a) Studio Way
- (b) any pipes wires cables and other services in under or over Studio Way.
- (c) Any adopted highway areas.

SUBJECT to the Transferee making good any damage caused by the exercise of this right.

2. To enter the adjoining land of the Transferor for the purpose of building maintaining repairing renewing installing altering amending any fences walls or other structures on the boundary of the adjoining land of the Transferor the Transferee making good any damage occasioned to the adjoining land of the Transferor by the exercise of this right.

3. To connect to and use maintain repair cleanse construct or lay any sewers drains pipes wires cables and other works now or within 80 years of the date hereof laid or to be laid under the adjoining land of the Transferor and the passage of foul and surface water mains water gas electricity and other transmission media respectively through the same so far as this right is necessary in connection with the Property.

4. At all reasonable times and upon reasonable notice being given to enter upon the adjoining land of the Transferor for the purpose of exercising the right as reserved by the preceding paragraph of this Schedule the Transferee making good all damage caused by the exercise of such right.

5. Subject to the terms of Clause 2 of the Third Schedule hereto to pass and repass at all times with or without vehicles over the Site Access and so that the said right and liberty as regards the Site Access shall be exercisable from the date hereof until the same shall be adopted as a public highway clause 2 is as follows:-

2. Nothing shall be committed or permitted in or about the Property which shall be an nuisance or in the opinion of the Transferor shall cause annoyance or inconvenience to the Transferor or any occupier for

C: Charges Register continued

the time being of the adjoining land of the Transferor or any part of the Studio Estate."

NOTE: The Site Access referred to adjoins the land in this title.

- 19 The land is subject to the following rights granted by a Transfer of the land edged and numbered HD296006 in green on the title plan dated 2 December 1991 made between (1) Hertsmere Borough Council and (2) Aldwyck Housing Association Limited:-

"TOGETHER WITH the matters set out in the First Schedule hereto

THE FIRST SCHEDULE

(Rights granted to the Transferee and its successors in title and their respective invitees agents and other persons thereto duly authorised by it or them respectively)

1. To enter the Transferor's Adjoining Land for the purpose of maintaining repairing renewing reinstalling altering or amending any fences walls or other structures of the Property situate on the boundaries of the Transferor's Adjoining Land the Transferee making good any damage occasioned to the Transferor's Adjoining Land by the exercise of this right.
2. To connect to and use maintain repair cleanse construct lay or relay any sewers drains pipes wires cables and other works now or within eighty years of the date hereof (which shall be the perpetuity period applicable hereto) laid or to be laid under the Transferor's Adjoining Land and the passage of foul and surface water mains water gas electricity and other transmission media respectively through the same so far as this right is necessary in connection with the Property.
3. At all reasonable times and upon reasonable notice being given (except in the case of emergency) to enter upon the Transferor's Adjoining Land for the purposes of exercising the right as reserved by the preceding paragraph of this Schedule the Transferee making good all damaged caused by the exercise of such right.
4. Subject to the terms of Paragraph 2 of the Fifth 4. Subject to the terms of Paragraph 2 of the Fifth Schedule hereto to pass and repass at all times with or without vehicles over the Access and so that this right and liberty shall be exercisable from the date hereof until the same shall be adopted as a public highway.
5. The right of support for the Property from the Transferor's Adjoining Land
6. The benefit (where appropriate) of the Deed of Grant.
7. The benefit of the rights referred to in the Property Register of Title No.HD5687 so far as the same are subsisting and capable of taking effect and relate to the Property."

NOTE: The Transferor' Adjoining Land referred to is the land adjoining the north eastern and south eastern boundaries of the land in title HD296006. The Access referred to is the road to be known as Gregson Close which leads to Studio Way.

- 20 The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 25 August 1993 made between (1) Hertsmere Borough Council (Grantor) (2) Aldwyck Housing Association Limited (Lessee) and (3) Colne Valley Water Limited (Company):-

"The Grantor as beneficial owner HEREBY GRANTS in fee simple unto the Company its successors and assigns in under or upon the three strips of land having a uniform width of two metres situate near to Gregson Close Borehamwood Hertfordshire (hereinafter called "the said land") (which land is for the purpose of identification only and not by way of limitation or enlargement shown coloured pink on the annexed plan) the right and easement at any time and from time to time to construct and use a line or lines of pipes with or without ducts together with all such value-boxes hydrant-boxes inspection chambers and other apparatus

C: Charges Register continued

as the Company may think fit and all necessary or convenient markers indicating the position of the said pipes and other apparatus and at any time and from time to time to maintain replace inspect enlarge remove and do all other works in connection with the said pipes and other apparatus and in connection with the Company's water undertaking which the Company shall deem necessary or advisable TOGETHER with the natural right of support heretofore enjoyed by the said land PROVIDED always that no such value-box hydrant-box inspection chamber or other apparatus shall exceed at the surface of the ground 1200mm x 1000mm in area nor shall such works or apparatus be raised above the surface of the ground nor any marker be so placed as to interfere with the use of the said land without the written consent of the Grantor.

THE Company its agents contractors servants and workmen shall be entitled to enter upon and open up the said land and to pass and repass with or without vehicles and appliances over and along the said land for the purpose of exercising the rights and easements hereby granted."

NOTE: The land coloured pink referred to is tinted brown on supplementary plan No.2 to the title plan.

21 The Deed dated 25 August 1993 referred to above contains covenants details of which are set out in the Schedule of Restrictive Covenants hereto.

22 The land is subject to the following rights granted by a Transfer of the land edged and numbered HD303068 in green on the title plan dated 4 January 1993 made between (1) Hertsmere Borough Council and (2) Bellway Homes Limited (Purchaser):-

"TOGETHER WITH full right and liberty for the Purchaser and its successors in title and their respective servants agents and other persons thereto duly authorised by it or them respectively to enter with plant and materials on the road ("the Site Access") shown coloured blue on the plan annexed hereto ("the Plan") to exercise the rights set out in the Second Schedule hereto.

THE SECOND SCHEDULE

(Rights)

To construct and after construction to re-construct repair and maintain or make connections with as the case may be footpaths drains sewers and other conducting media providing gas electricity water telephone and other services serving the Property on into or to:-

- (1) The Site Access
- (2) Any drains sewers pipes wires cables and other services in under or over the Site Access.
- (3) Any adopted highway areas

Subject to the Purchaser making good any damage caused by the exercise of this right TOGETHER WITH the right until adopted by the appropriate authorities to use the said drains sewers and other conducting media constructed or connected into as aforesaid TOGETHER ALSO with the right to pass foul sewerage and surface water through the existing drains and sewers situate in/or the open space area shown on the Plan providing connection to the drains and sewers in the Site Access."

NOTE: The land coloured blue referred to is tinted mauve on the title plan.

23 A Transfer of the land edged and numbered HD314452 in green on the title plan dated 2 December 1993 made between (1) Hertsmere Borough Council (the Council) and (2) Laing Homes Limited (the Purchaser) contains the following covenants:-

"THE Council HEREBY FURTHER COVENANTS with the Purchaser and its

C: Charges Register continued

successors in title and those deriving title under it as aforesaid that the Council will for the benefit and protection of the Site and each and every part thereof and the development occupation and use thereof observe the covenants on its part contained in the Fifth Schedule hereto.

FIFTH SCHEDULE

Council's Covenants

1. The Council will maintain the drains sewers and other conducting media situated within the open space area shown on the Plan until they are adopted by the appropriate authorities and will use its reasonable endeavours to provide for their adoption within a timescale to enable the sewers within the Site to be adopted without undue delay.

2. The Council will not win work or get the mines and/or minerals beneath the Site nor permit nor suffer others under its control to do so."

24 The land is subject to the following rights granted by the Transfer dated 2 December 1993 referred to above:-

"THE Council HEREBY GRANTS to the Purchaser the rights contained in the Second Schedule hereto.

THE SECOND SCHEDULE

Rights granted to the Purchaser and its successors in title to the site and each and every part thereof

The Council HEREBY GRANTS unto the Purchaser and its successors in title for the benefit of the Site and each and every part thereof and for the development occupation and use thereof:-

(1) the right to enter onto such part of the Council's Land as is reasonably necessary to carry out works to the land shown hatched black on the Plan ("the Protected Land") for the purpose of forming and maintaining forward visibility splays PROVIDED THAT the right in this Schedule shall be exercised with all due speed and so as to cause the minimum of damage to the Council's Land and all damage shall be made good to the reasonable satisfaction of the Council and the right shall in any event terminate on the expiry of two years from the date hereof.

(2) The right (in common with all others entitled thereto) to pass foul sewerage and surface water through the existing drains and sewers situate in/on the open space area shown on the Plan providing connection to the drains and sewers in the roadway shown in part edged red and wholly coloured brown on the Plan ("the Site Access").

NOTE: The land hatched black referred to is tinted pink on the title plan. The open space area referred to is edged yellow on the title plan. The roadway coloured brown is edged blue on the title plan.

25 The land is subject to the following rights granted by a Transfer of the land edged and numbered HD321149, HD321152, HD321154, HD321156, HD321158, HD321159, HD321162 and HD321164 on the title plan dated 31 March 1994 made between (1) Hertsmere Borough Council (the Council) and (2) Ridgehill Housing Association Limited (the Transferee):-

"TOGETHER WITH the rights and easements set forth in Schedule B hereto

SCHEDULE B

RIGHTS GRANTED

SUPPORT

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

RIGHTS OF WAY

C: Charges Register continued

2. The right for the Transferee and the owner or owners and occupiers for the time being of the Property or any part thereof and all persons authorised by it or them at all times and for all reasonable purposes connected with the use and enjoyment of the Property or any part thereof in common with the Council and all other persons to whom a like right has been or may hereafter be granted to pass and repass (with or without vehicles in the case of roads and accessways) over and along the Common Areas now or any replacement or renewal thereof thereafter forming part of the Remaining Land and not publicly adopted the Transferee or other persons as aforesaid bearing paving and contributing together with the Council or its successors in title a reasonable proportion according to the extent to which they use such right of the cost of repairing and maintaining the Common Areas which are not maintained at public expense PROVIDED THAT the Council 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 through the Remaining Land of the Common Areas as it shall in its absolute discretion think fit PROVIDED FURTHER THAT it does not so whilst providing suitable alternative routes at its own expense causing minimum inconvenience and making good as soon as practicable any damage so caused and PROVIDED THAT any alternative route provided over the Remaining Land to the Property is adequate for the present use and occupation of the property.

REPAIRS

3. The right subject to not less than 7 days' prior written notice to the Council or its successors in title (except in case of emergency) to enter upon the Remaining Land with or without workmen and others materials and appliances for the purposes of repairing replacing maintaining and/or decorating the Property and all or any buildings now erected or any replacement or renewal of such buildings and thereafter erected thereon within the Perpetuity Period (the person or person exercising such right making good forthwith at its his or their own expense all damage and loss caused thereby) and also during the Perpetuity Period to lay Service Conduits in over through or under the Common Areas now or where there is any replacement or renewal thereof thereafter forming part of the Remaining Land to serve the Property either alone or jointly or in common with the Remaining Land (the person exercising such right causing as little damage and inconvenience as possible and making good forthwith at his or their expense all damage and loss caused thereby) and SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Council or its successors in title for the duration of such works.

SERVICES

4. The free and uninterrupted right to the passage and running of water soil gas electricity or other fuel telephone television and other services to and from the Property through and along all Service Conduits as are now or where there is any replacement or renewal thereof as may during the Perpetuity Period be in through under or over the Remaining Land as are used or intended to be used jointly or in common with the Council and all other persons who are now or may hereafter be entitled to connect with or use the same or any of them the Transferee its successors in title or other persons as aforesaid bearing paying and contributing together with such other persons including the Council and its successors in title a fair proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing replacing maintaining renewing altering adjusting and cleansing the Service Conduits TOGETHER WITH the right and subject to not less than 7 days' prior written notice to the Council or its successors in title (except in case of emergency) to enter on to the Remaining Land with or without workmen and others materials and appliances for the purpose of connecting to laying inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Transferee or its successors in title causing as little inconvenience and damage as possible and making good forthwith at its his or their own expense all damage and loss caused thereby) SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Council or its successors in title for the duration of such works PROVIDED THAT this includes

C: Charges Register continued

(subject as aforesaid) the right during the Perpetuity Period to make further connections and to lay in under through or over the Common Areas now or where there is any replacement or renewal thereof thereafter forming part of the Property such further Service Conduits as are reasonably necessary for any increased flow from time to time PROVIDED FURTHER THAT the Council may upon giving not less than 28 days written notice to the Transferee or its successors in title (except in case of emergency) from time to time alter the route of the Service Conduits in the Remaining Land as it shall in its absolute discretion think fit which shall not involve the Transferee in any additional expenditure by way of maintenance repair or otherwise PROVIDED ALWAYS THAT any alternative route is adequate for the present use and occupation of the Property AND PROVIDED FURTHER THAT the Council provides suitable alternative services at its own expense and causes during the course of such works minimum inconvenience and makes good forthwith any damage caused.

5. The rights to the unimpeded access and enjoyment of light and air to all windows now and during the Perpetuity Period in the buildings upon the Property and each and every part thereof now existing and to any replacement or renewal thereof thereafter erected upon the Property or any part thereof within the Perpetuity Period from or over the Remaining Land or any parts thereof.

- 26 The land is subject to the following rights granted by a Transfer of the land edged and numbered HD334106 in green on the title plan dated 13 March 1995 made between (1) Hertsmere Borough Council (Council) and (2) Metropolitan Housing Trust Limited (Purchaser):-

TOGETHER WITH the right contained in the Second Schedule

THE SECOND SCHEDULE

Rights granted to the Purchaser
and its successors in title to the Site
and each and every part thereof

The Council HEREBY GRANTS unto the Purchaser and its successors in title for the benefit of the Site and each and every part thereof and for the development occupation and use thereof the right of support from the adjoining land for the Site.

- 27 A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (the Council) and (2) Ridgehill Housing Association (the Transferee) of the land edged and numbered HD331620, HD331621, HD331622, HD321483, HD321509, HD321511, HD321518, HD321520, HD3 on the title plan contains rights identical with those granted by the Transfer dated 31 March 1994 referred to above.
- 28 (08.03.1996) The extent of the land edged and numbered HD296006 in green on the title plan has been amended.
- 29 (08.09.2010) By a Deed dated 3 September 2010 made between (1) Hertsmere Borough Council and (2) Aldwyck Housing Group Limited the terms of the lease dated 25 September 1996 of land forming part of site C1, Gregson Way referred to in the schedule of leases hereto were varied.

-NOTE: Copy Deed filed under HD315442.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 28 July 1944 referred to in the Charges Register:-

"The Purchaser to the intent and so that the covenant hereinafter contained shall at all times hereafter be binding on the said lands hereby assured and enure for the benefit and protection of the lands next hereinafter mentioned and of every part of such lands doth hereby for itself and its successors in title covenant with the Vendor and his successors in title the owner or owners for the time being of the Wrotham Park Estate of the Vendor that subject as hereinafter provided

Schedule of restrictive covenants continued

the Purchaser and its successors in title will at all times hereafter in relation to the lands hereby assured observe and perform the stipulations and regulations contained in the Third Schedule hereto.

THE THIRD SCHEDULE above referred to

PARTICULARS of the Stipulations to be observed by the
Purchaser

N.B. In this Schedule the expression "the said land"
means the land conveyed by the above written deed

1. Not to carry on or permit to be carried on upon any part of the said land or in any building to be erected thereon anything which shall or may grow to be in any way a nuisance dangerous or injurious to the Vendor or his successors in title and assigns his or their tenants or the owners occupiers or tenants of any property adjoining or neighbouring or opposite to the said land.
2. Not to develop the said land for building purposes except in strict accordance with a lay out plan to be first submitted to and approved in writing by the Vendor or his agent (who shall not unreasonably withhold his consent to any such development) nor shall any building be erected except in accordance with the plans and elevations to be previously approved by the Vendor or his agent and a fee of £2.2.0. for obtaining such approval shall be paid to the Vendor's agent by the Purchaser.
3. Not to use or permit the said land or any building or erection to be erected thereon to be used as a hospital of any kind or home for the reception of any person or persons of unsound mind (whether so found or not) including a defective or defectives within the meaning of "defective" as defined in S55 of the Administration of Estates Act 1925 or who may be suffering from any fever or infectious disease or recovering therefrom.
4. Not to allow the said land or any part thereof to be used as aerodrome or landing ground for aeroplanes or aircraft of any description whatsoever or as a shooting school.
5. No board hoarding or other erection or thing shall be erected or set up upon the said land or any part thereof for the display of any advertisement except advertisements for the sale or letting of the said land or any part thereof or advertisements or placards in connection with any business from time to time carried on upon the said land or any part thereof."

- 2 The following are details of the covenants contained in the Deed dated 25 August 1993 referred to in the Charges Register:-

"THE Grantor and the Lessee during the term of the Lease to the intent and to bind (so far as practicable) the said land and every part of it and to benefit and protect the rights and easements hereby granted but not so as to render the Grantor the Lessee or either of them as the case may be liable in damages for any breach of covenant committed after it or either of them shall have parted with all interest in the said land hereby jointly and severally covenant with the Company at all times hereafter to observe perform and be bound by the restrictions and stipulations set out in the Second Schedule hereto.

THE SECOND SCHEDULE

Restrictions and stipulations to be observed
and performed by the Grantor and the Lessee

1. The surface of the said land shall not be lowered nor shall the surface be raised by more than 300mm above the existing level at the date hereof otherwise than with the consent in writing of the Company.
2. The said land shall not be disturbed so as to interfere with the right of support hereby granted.
3. Nothing shall be built erected constructed laid placed planted or grown in under or upon the said land which would render the exercise of the rights and easements hereby granted or any of them substantially

Schedule of restrictive covenants continued

more difficult or costly or which may in any way diminish interfere with or damage the purity or flow of water coming to or carried by the said pipes."

Schedule of notices of leases

1	06.03.1986 8 (Part of), 15	Ground floor flat No.104, Danziger Way, Parking Space	23.12.1985 99 years from 29.9.1985	HD204497
2	21.03.1986 7 (Part of)	Second floor flat, 110 Danziger Way	23.12.1985 99 years from 29.9.1985	HD205301
3	21.08.1986 21 (Part of), 41, 42, 43	6 Gate Close, (Ground floor Maisonette), Garden Ground, Parking Space	30.05.1996 99 years from 1.1.1985	HD212063
4	07.11.1986 77 (Part of), 78, 83, 87	12 Danziger Way, (Ground floor maisonette), Parking Space, Garden Ground	24.10.1986 99 years from 1.1.1985	HD216370
5	12.11.1986 79 (Part of), 87	14 Danziger Way, (Ground floor maisonette), Garden Ground	24.10.1986 99 years from 1.1.1985	HD216625
6	14.11.1986 80 (Part of), 88, 89, 81	10 Danziger Way, (Ground floor maisonette), Garden Ground, Parking Space	31.10.1986 99 years from 1.1.1985	HD216787
7	09.03.1987 79 (Part of), 104	15 Danziger Way, (Upper floor flat), Parking Space	24.10.1986 99 years form 29.9.1985	HD217172
8	24.11.1993 210	Land adjoining 6 Niven Close	17.11.1993 99 years from 26.11.1990	HD313205
NOTE 1: The Lease comprises also other land.				
NOTE 2: The lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances therein mentioned				
9	02.02.1994 edged brown	Land forming part of site Cl, Gregson Way	25.09.1992 125 years from 25.09.1992	HD315442
NOTE 1: The Lease comprises also other land.				
NOTE 2: See entry in the Charges Register relating to a Deed of variation dated 3 September 2010.				
10	13.04.2005 80 (part of), 95	11 Danziger Way (Upper floor maisonette), Parking Space	17.01.2005 189 years from 29 September 1985	HD440446
11	24.11.2006 19 (Part of), 20	1 Gate Close (Upper maisonette), parking space	30.10.2006 189 years from 29.9.1985	HD461620
12	21.03.2007 2 (part of) and 3	3 Balcon Way (upper maisonette) and parking space	09.02.2007 189 years from 29/09/1985	HD466474
13	12.05.2008 23 (part of), 24, 25, 26	4 Gate Close, (Ground floor maisonette), Garden Ground and Parking Space	01.02.2008 189 years from 1.1.1985	HD481454
14	17.10.2008 2 (Part of) 6	Ground Floor Maisonette, 1 Balcon Way, Parking Space	13.10.2008 From 01/01/1985 to 31/12/2172	HD486728
15	18.11.2008	3 Gate Close (upper floor	15.10.2008	HD487629

Schedule of notices of leases continued

	23 (part of) : 105	flat) : parking space	From 29.09.1985 to 28.09.2174	
16	30.09.2010 77 (part of) 82	13 Danziger Way (upper floor maisonette) parking space	18.06.2010 from 29.09.1985 to 28.09.2174	HD503919
17	22.11.2011 11 (Part of) 12	109 Danziger Way (First floor flat) parking space	19.10.2011 from 29.9.1985 to 28.9.2183	HD513039
18	25.11.2011 7 (Part of)	102 Danziger Way (Ground floor flat)	16.11.2011 from 29.9.1985 to 28.9.2183	HD513125
19	25.11.2011 11 (Part of) 76	105 Danziger Way (Ground floor flat) parking space	16.11.2011 from 29.9.1985 to 28.9.2183	HD513131
20	25.11.2011 11 (part of) 16	113 Danziger Way (Second floor flat) parking space	16.11.2011 from 29.9.1985 to 28.9.2183	HD513133
21	03.02.2012 4 (part of) 14	107 Danziger Way (First floor flat) parking space	16.11.2011 from 29.9.1985 to 28.9.2183	HD514804
22	15.03.2012 7 (part of)	106 Danziger Way (First Floor Flat)	07.03.2012 198 years from 29/09/1985	HD515689
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
23	20.09.2012 211 (part of)	49 and 51 Studio Way (ground floor shop and first floor flat)	25.06.2012 15 years from 24.06.2012	HD519998
24	08.10.2014 8 (part of): 10	108 Danziger Way (first floor flat) and parking space	01.10.2014 from 29.9.1985 to 28.9.2183	HD537951
25	21.04.2015 21 (part of), 22	5 Gate Close (Upper Maisonette) and parking space	25.03.2015 from 29.9.1985 to 28.9.2174	HD542841
26	09.06.2015 8 (part of) and 9	112 Danziger Way (second floor flat) and parking space	01.06.2015 from and including 29.9.1985 to and including 28.9.2174	HD544037
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
27	15.11.2017 4 (part of): 13	103 Danziger Way (Ground Floor Flat): Parking Space	09.11.2017 From 29.09.1985 to and including 28.09.2174	HD568962
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
28	04.08.2010 19 (part of) : 37 : 38 : 36	2 Gate Close (Ground Floor Maisonette) : Garden Ground : Parking Space	08.06.2010 From 1.1.1985 to 31.12.2173	HD502703

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 18 DEC 2018 AT 17:09:55. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD29125

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

1 (12.01.1937) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the West side of Barnet By-Pass Road and land on the North side of Ripon Way, Elstree.

2 The Conveyance dated 10 December 1928 referred to in the Charges Register contains the following reservations and this registration takes effect subject thereto:-

Except and Reserving unto the Vendor any right to air or light which might prejudice the user of the adjoining or neighbouring land of the Vendor for building or other purposes and that the Vendor his heirs and assigns should be free to build upon or develop the same lands as he or they might think fit. AND ALSO EXCEPT AND RESERVING to the Vendor and his successors in title and their assigns the owner or owners for the time being of all or any of the lands belonging to the Vendor lying to the South West of the land secondly thereinbefore described (howsoever the same might from time to time be altered or developed) a perpetual right to the laying of sewers and drains through the land secondly thereinbefore described so as to enable the said land of the Vendor and all houses and erection from time to time thereon to be properly sewered and drained both as regards foul sewage and surface water into Rowley Lane shown on the said plan No.2 and to be connected with any sewers and drains which the Vendor or the Company might execute and make on that land or in Rowley Lane (which sewers and drains on that land or in Rowley Lane he or they were to be at liberty to make) and of repairing amending deepening and enlarging all the sewers or drains so laid or made of connecting (if desired) any sewers or drains so laid or made for the benefit of all or any of the Vendor's said lands with any sewers and drains to be made by the Company of the land secondly thereinbefore described.

3 The Conveyance dated 24 July 1931 referred to in the Charges Register contains the following reservation and this registration takes effect subject thereto:-

"Except and Reserving unto the Vendor any right to light or air which might prejudice the user of the adjoining or neighbouring land of the Vendor for building or other purposes and that the Vendor his heirs and assigns shall be free to build or develop the same lands as he or they may think fit."

4 A Conveyance dated 11 July 1936 including the land tinted yellow tinted blue, and edged and numbered 1, 2 and 3 in blue on the filed plan and made between (1) Herbert Arthur Pritchard and Robert Henry Stuart Edelstone Behrend (Vendors) and (2) Laing's Properties Limited (Purchasers) contains the following reservations and this registration takes effect subject thereto:-

"There is excepted and reserved to the Vendors their successors in title and all others entitled thereto the free running and passage of water and soil from any adjoining or neighbouring land through any

A: Property Register continued

sewers drains ditches and watercourses on the lands hereby conveyed now used or constructed for conveying water and soil from any such adjoining or neighbouring land but so that the Purchasers or their successors in title shall be at liberty to alter or deviate the same if they shall so require but not so as to affect the flow of any surface water running to or from the land."

- 5 The Transfer dated 23 June 1961 referred to in the Charges Register contains a declaration limiting the effect of Section 19 (3) of the Act.
- 6 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 (09.08.1961) PROPRIETOR: ELSTREE RURAL DISTRICT COUNCIL of Council Offices, Shenley Road, Borehamwood, Herts.
- 2 (16.10.1967) RESTRICTION:-Except under an Order of the Registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Physical Training and Recreation Acts, 1937 and 1958 or some other Act or authority.

C: Charges Register

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

- 1 A Conveyance including the land tinted yellow on the filed plan dated 10 December 1928 made between (1) The Right Honourable Edmund Henry Earl of Strafford (Vendor) and (2) Realty Trust Limited (the Company) contains the following covenants:-

The Company thereby covenanted with the Vendor:-..... That the Company would not obstruct or impede or foul the water in the stream shown on the said plan Nod. 2 as crossing the land secondly thereinbefore described and would preserve the banks of the same as at then present and for ever repair the banks of and cleanse and scour the bed of the stream as need might arise and would not use the water thereon otherwise than as any riparian owner might use the same.

NOTE: The stream is shown on the filed plan.

- 2 The Deeds mentioned below contain covenants relating to the parts of the land indicated:-

LAND AFFECTED	DEED	PARTIES
Edged and numbered 1, 2 and 3 in blue	24 July 1931 Conveyance	(1) Earl of Strafford (2) Sir Herbert Ingram

-NOTE 1: Particulars of covenants filed under HD12736

Edged and numbered 1 and 2 in blue	20 August 1932 Deed	(1) Barnet R.D.C. (2) Sir Herbert Ingram and John Lewis Griffith
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-NOTE 2: Copy filed under HD10403

Tinted pink and blue	24 September 1936 Conveyance	(1) Earl of Strafford (2) John Laing and Son Limited
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C: Charges Register continued

-NOTE 3:-Particulars of covenants filed under HD12736.

Tinted pink	12 July 1938 Deed	(1) Barnet R.D.C. (2) John Laing and Son Limited
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-NOTE 4: Copy filed under HD12737

- 3 By a Deed dated 24 November 1939 and made between (1) The Earl of Strafford and (2) John Laing and Son Limited the said Earl was expressed to release, so far as he lawfully could or might, the land edged and numbered 1, 2 and 3 in blue on the filed plan from the covenants contained in the Conveyance dated 24 July 1931 referred to above and the land tinted pink on the filed plan from the Covenants contained in the Conveyance dated 24 September 1936 referred to above.
- 4 The parts of the land affected thereby are subject to the rights granted by an Agreement dated 24 June 1941 and made between (1) John Laing and Son Limited and Laing's Properties Limited and (2) The Minister of War Transport.

-NOTE: Copy filed under HD12737.

- 5 The land tinted pink on the filed plan is subject so far as affected thereby to the reservations contained in a Transfer dated 5 April 1955 made between (1) John Laing and Son Limited and (2) The London County Council.

NOTE 1: The land tinted pink on the filed plan is coloured pink on the transfer plan.

-NOTE 2: Copy (without plan) filed under HD12737.

- 6 The land tinted yellow, tinted blue, and edged and numbered 1, 2 and 3 in blue on the filed plan is subject so far as affected thereby to the reservations contained in a Transfer dated 5 April 1955 made between (1) Laing's Properties Limited and (2) The London County Council.

-NOTE: Copy (without plan) filed under HD12736.

- 7 A Transfer dated 23 June 1961 made between (1) The London County Council and (2) Elstree Rural District Council contains restrictive covenants.

-NOTE: Copy filed.

- 8 The land is subject to the rights granted by a Deed dated 12 November 1981 made between (1) Hertsmere Borough Council and (2) British Gas Corporation. The said Deed also contains restrictive covenants.

-NOTE: Copy filed.

End of register

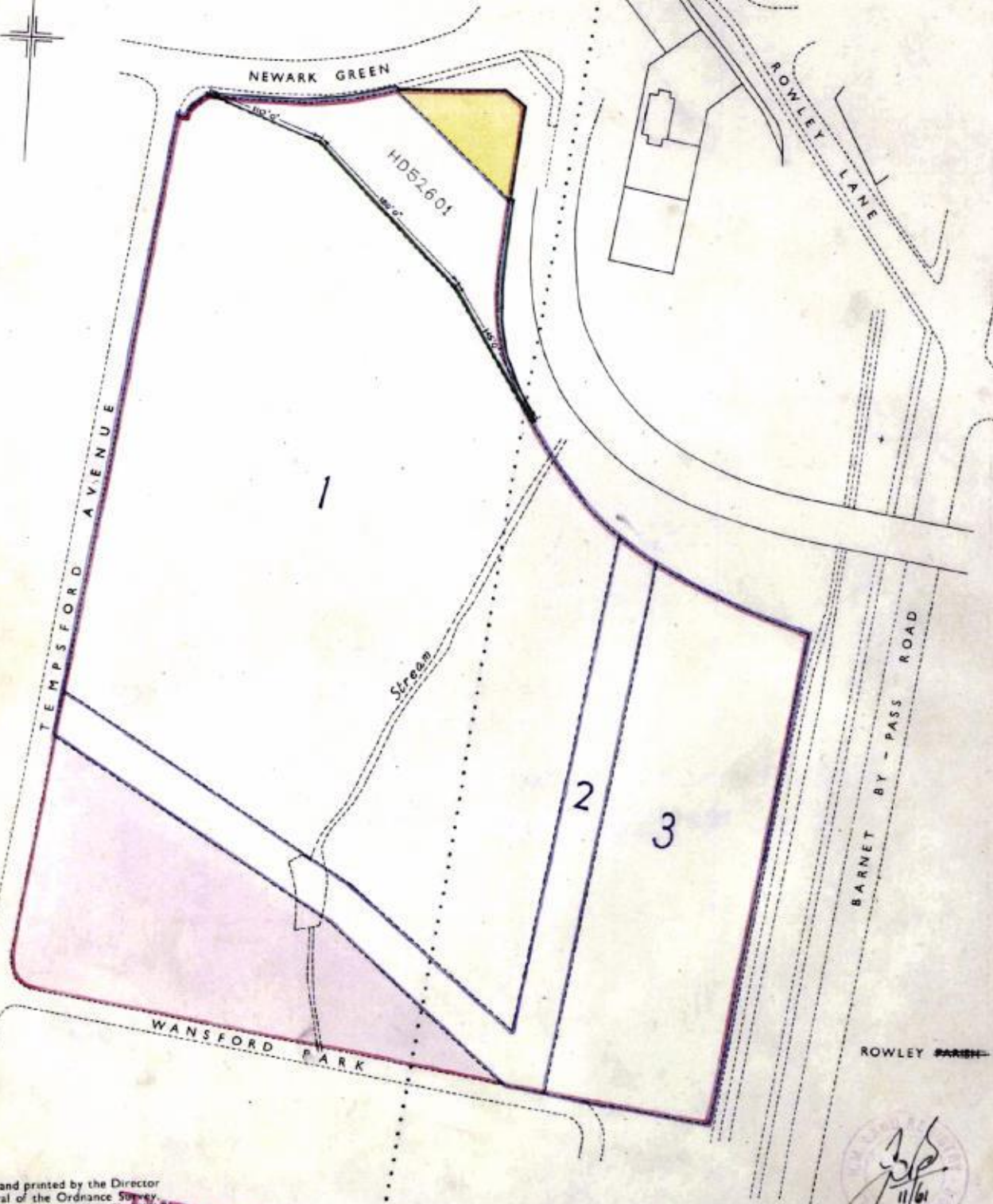
H. M. LAND REGISTRY

HERTFORDSHIRE SHEET XLV 2

PLAN IN 2 PARTS
PART A

Scale 1/1250
Enlarged from 1/2500

HERTSMERE DISTRICT
ELSTREE PARISH



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HERTSMERE

Filed Plan of Title No. HD 29125

This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 18 December 2018 at 17:10:57. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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H. M. LAND REGISTRY

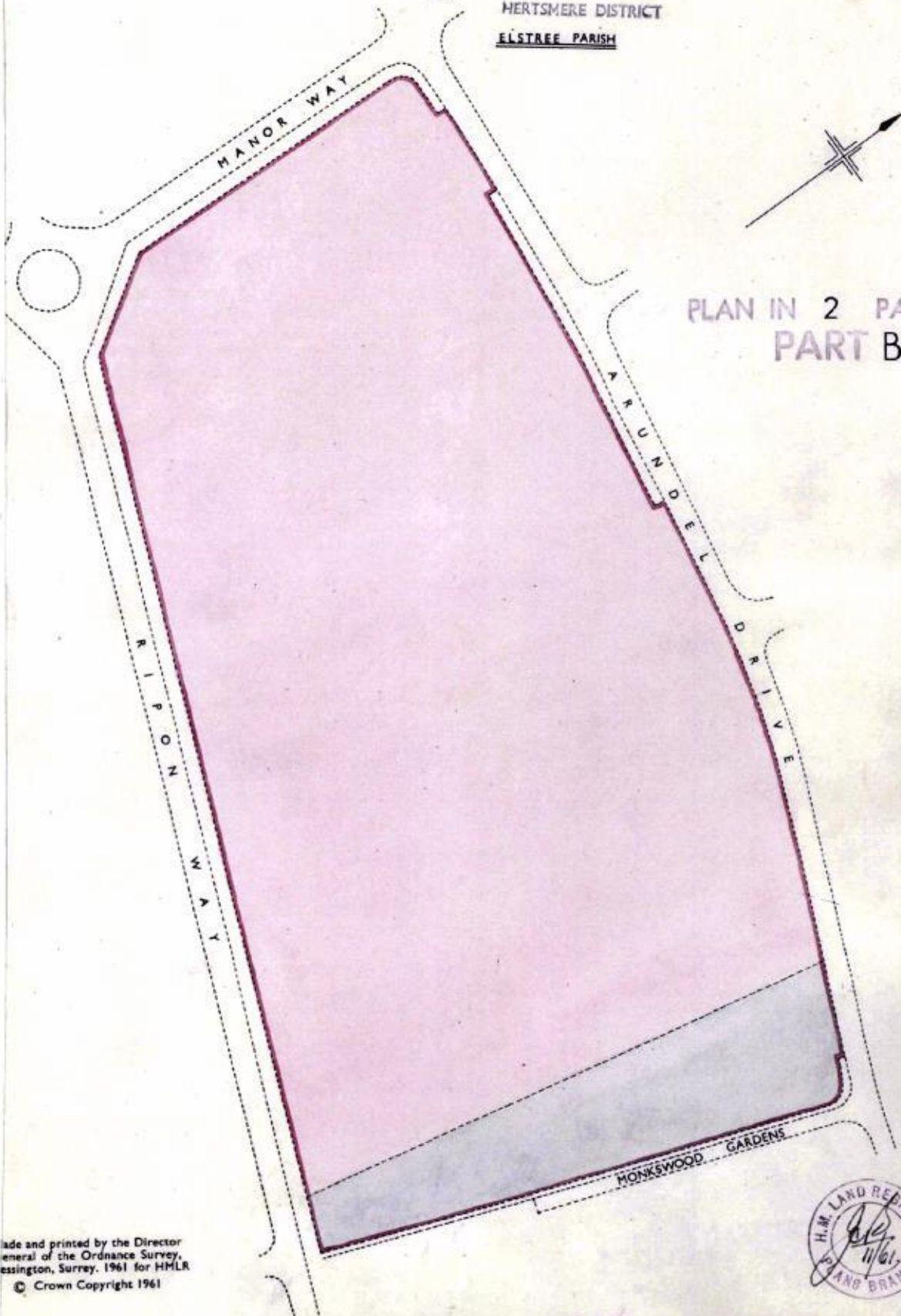
HERTFORDSHIRE SHEET XLV 6

Scale 1/1250

Enlarged from 1/2500

HERTSMERE DISTRICT

ELSTREE PARISH



PLAN IN 2 PARTS
PART B

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Filed Plan of Title No. **HD 29125**

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THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 18 DEC 2018 AT 17:12:16. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD444851

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (14.09.2005) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land comprising part of Stapleton Road, part of Walshford Way and land and buildings lying to the west of Stapleton Road, Borehamwood.

NOTE:- The land tinted green on the title plan is not included in the title.

- 2 (14.09.2005) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.
- 3 (14.09.2005) By Transfers and Conveyances of adjacent or neighbouring land pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.
- 4 (14.09.2005) The land has the benefit of such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were reserved by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.

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 (14.09.2005) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

- 1 (14.09.2005) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.

C: Charges Register continued

- 2 (14.09.2005) 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.
- 3 (14.09.2005) The parts of the land affected thereby are subject to the following rights granted by a Lease of the land edged and numbered 1 in blue on the title plan dated 24 September 1965 referred to in the schedule of leases hereto:-

TOGETHER WITH (i) a right to lay use maintain renew and remove cables in the position shown by an orange line on the said plan and (ii) a right of access to and egress from the demised premises over the adjoining land of the Lessor from and to Stapleton Road aforesaid for all purposes in connection with the use of the demised premises and the carrying out of works to the said cables.

-NOTE: Copy plan filed.

Schedule of notices of leases

- | | | | | |
|---|-----------|------------------------------|---------------|----------|
| 1 | 14.9.2005 | Electricity sub-station site | 24.9.1965 | HD455635 |
| | | Edged & no'd 1 | 60 years from | |
| | | in blue | 25.12.1958 | |
- NOTE:- See entry in the Charges Register relating to the rights granted by this lease.

End of register

HM Land Registry Current title plan

Title number **HD444851**
Ordnance Survey map reference **TQ1998SW**
Scale **1:1250**
Administrative area **Hertfordshire : Hertsmere**



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The land tinted green is not included in this title.



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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD443596

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (02.08.2005) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land comprising Greenside, part of Aycliffe Road, part of Brampton Terrace and part of Walshford Way, Borehamwood.

NOTE: The land tinted green on the title plan is not included in the title.

- 2 (02.08.2005) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.
- 3 (02.08.2005) By Transfers and Conveyances of adjacent or neighbouring land pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.
- 4 (02.08.2005) The land has the benefit of such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were reserved by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.
- 5 (02.09.2009) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

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 (02.08.2005) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

- 1 (02.08.2005) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring

Title number HD443596

C: Charges Register continued

properties disposed of by Hertsmere Borough Council or its predecessors in title.

- 2 (02.08.2005) The land is subject to the rights granted by a Deed of grant dated 11 April 1988 made between (1) Hertsmere Borough Council and (2) The Eastern Electricity Board.

-NOTE: Copy filed.

End of register

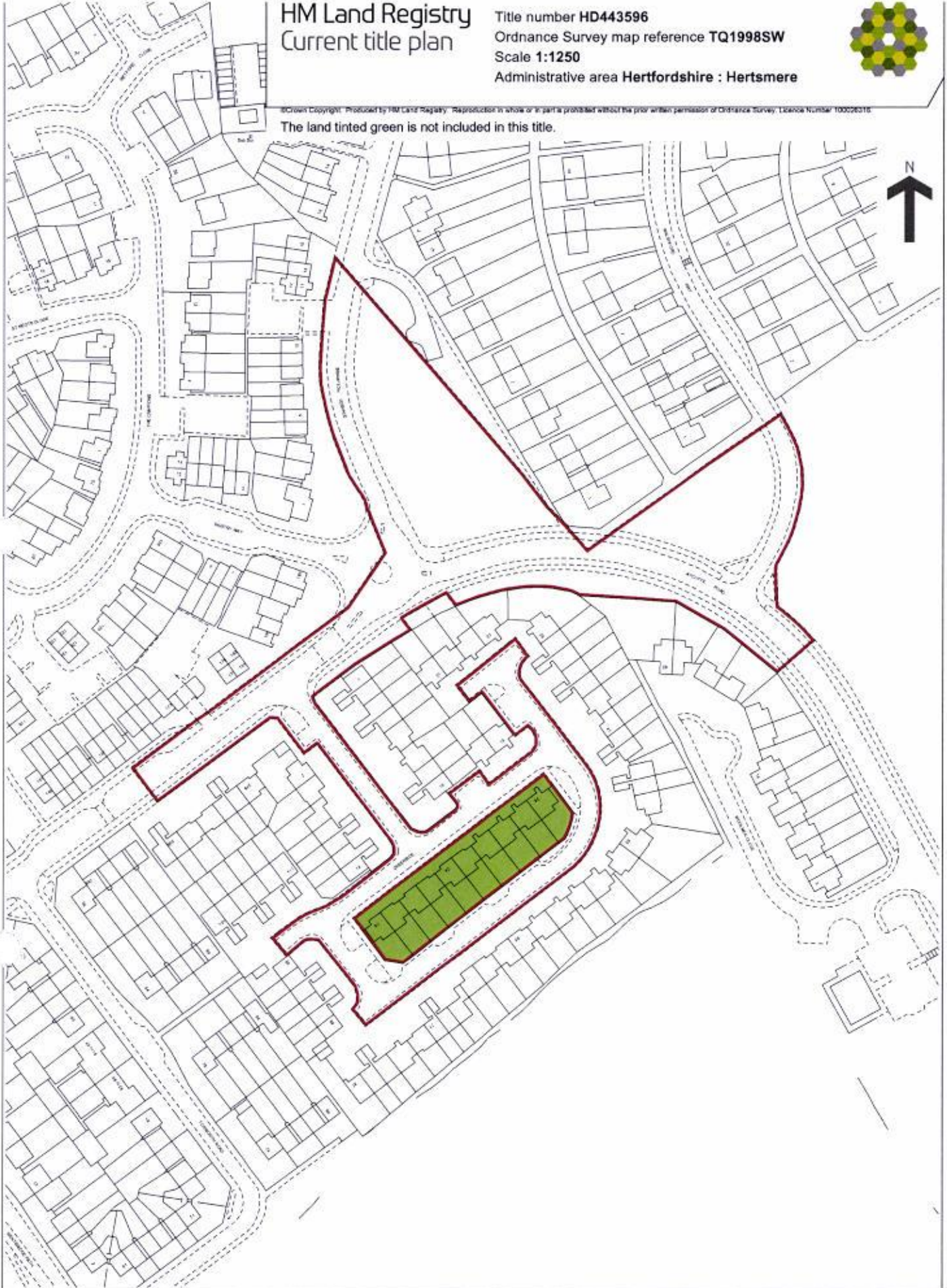
HM Land Registry
Current title plan

Title number **HD443596**
Ordnance Survey map reference **TQ1998SW**
Scale **1:1250**
Administrative area **Hertfordshire : Hertsmere**



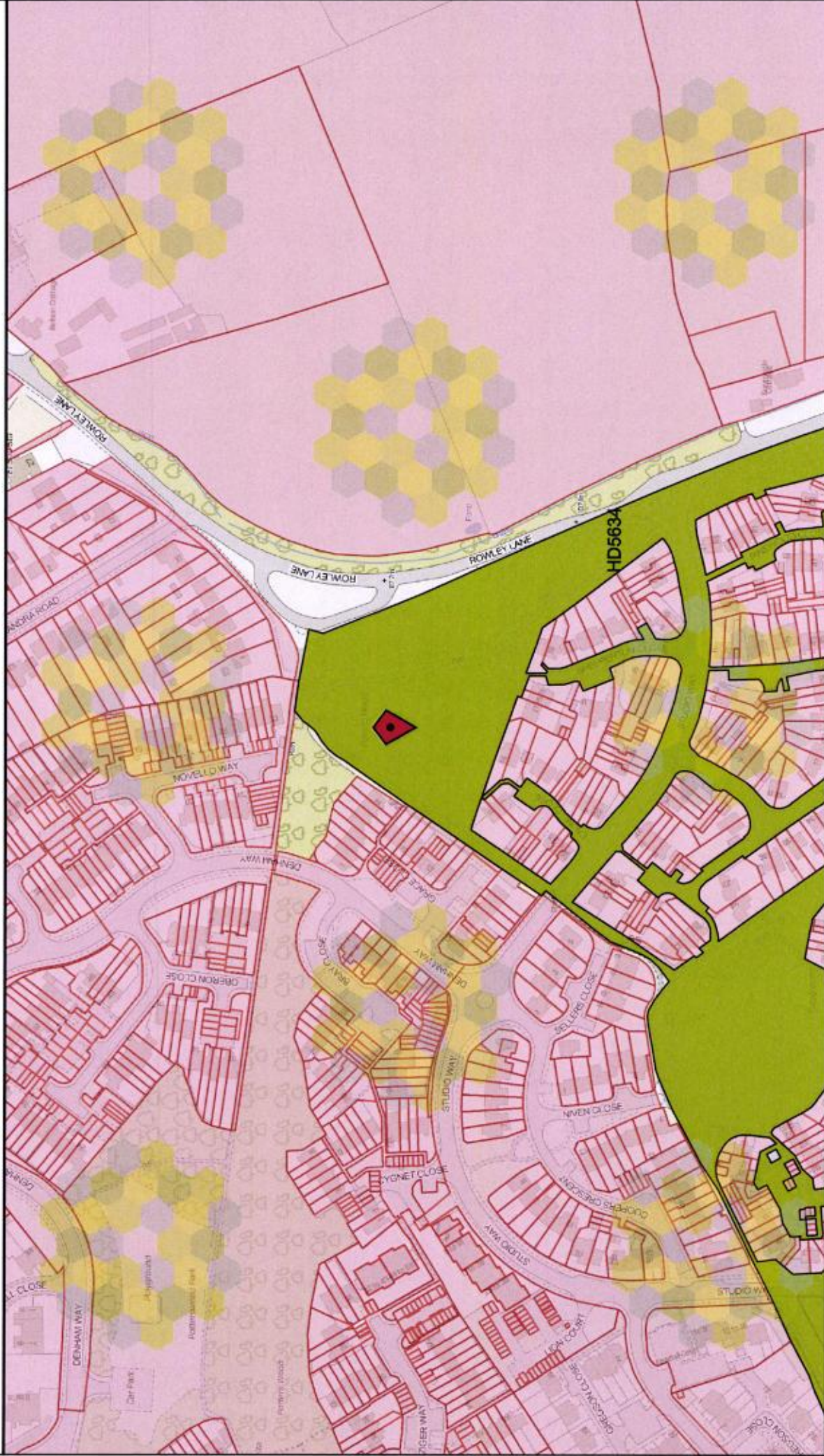
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The land tinted green is not included in this title.



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



0 10 20 30 40 50 60 70 80 100m

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Data last updated 10:00pm 12 DECEMBER, 2018

Map scale 1:2500



Title number	Estate information	Address
HD5634	Freehold	11 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ 12 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ 13 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ 14 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ 15 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ 16 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ 17 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ 18 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ 19 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ 20 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ 21 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ TOBY CARVERY STUDIO WAY, BOREHAMWOOD WD6 5JY 33 GREGSON CLOSE, BOREHAMWOOD WD6 5RW 13 BANKS ROAD, BOREHAMWOOD WD6 5QR 15 BANKS ROAD, BOREHAMWOOD WD6 5QR 17 BANKS ROAD, BOREHAMWOOD WD6 5QR 19 BANKS ROAD, BOREHAMWOOD WD6 5QR 21 BANKS ROAD, BOREHAMWOOD WD6 5QR



Title number	Estate information	Address
		22 BANKS ROAD, BOREHAMWOOD WD6 5QR
		23 BANKS ROAD, BOREHAMWOOD WD6 5QR
		24 BANKS ROAD, BOREHAMWOOD WD6 5QR
		25 BANKS ROAD, BOREHAMWOOD WD6 5QR
		27 BANKS ROAD, BOREHAMWOOD WD6 5QR
		1 LEIGH COURT, BOREHAMWOOD WD6 5QX
		2 LEIGH COURT, BOREHAMWOOD WD6 5QX
		3 LEIGH COURT, BOREHAMWOOD WD6 5QX
		4 LEIGH COURT, BOREHAMWOOD WD6 5QX
		5 LEIGH COURT, BOREHAMWOOD WD6 5QX
		6 LEIGH COURT, BOREHAMWOOD WD6 5QX
		7 LEIGH COURT, BOREHAMWOOD WD6 5QX
		8 LEIGH COURT, BOREHAMWOOD WD6 5QX
		9 LEIGH COURT, BOREHAMWOOD WD6 5QX
		10 LEIGH COURT, BOREHAMWOOD WD6 5QX
		11 LEIGH COURT, BOREHAMWOOD WD6 5QX
		12 LEIGH COURT, BOREHAMWOOD WD6 5QX
		11 MASON CLOSE, BOREHAMWOOD WD6 5QY



Title number	Estate information	Address
		12 MASON CLOSE, BOREHAMWOOD WD6 5QY
		1 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ
		2 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ
		9 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ
		10 LAUGHTON COURT, BOREHAMWOOD WD6 5QZ
		LAND ON THE WEST SIDE OF STUDIO WAY, BOREHAMWOOD
		TRAVELDGE STUDIO WAY, BOREHAMWOOD WD6 5JY
		19 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		21 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		23 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		25 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		27 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		29 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		31 GREGSON CLOSE, BOREHAMWOOD WD6 5RW
		TRAVELDGE HOTELS LTD STUDIO WAY, BOREHAMWOOD WD6 5JY
		LAND ADJOINING, 6 NIVEN CLOSE, BOREHAMWOOD WD6 5RE

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 09:45:58. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD5634

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land adjoining the Elstree Film Studios, Elstree Way and Rowley Lane, Elstree and Shenley.
- 2 The sewer which crosses this land in the neighbourhood of the track between the points A and B on the filed plan is excluded from the title.
- 3 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.
- 4 Where the parts edged and numbered in green on the filed plan include parts of garage forecourts and accessways rights of way are reserved thereover.
- 5 Where the parts edged and numbered in green on the filed plan include parts of passageways rights of way on foot only are reserved thereover.
- 6 The land has the benefit of the following rights reserved by the Transfer dated 2 April 1985 referred to in the Charges Register:-

"There is EXCEPTED AND RESERVED in favour of the Transferor and its successors in title the right to the free and uninterrupted passage and running of water soil gas electricity telephone and other services through the drains sewers pipes wires and cables now laid (or thereafter during the period of Eighty years to be laid solely in or under the part of the land hereby transferred as is shown coloured blue on the attached plan) in or under the land hereby transferred and to make connections therewith together with all requisite rights and powers of entry onto the land hereby transferred upon giving reasonable notice for the purpose of making connection with such drains sewers pipes wires and cables respectively and for the purpose of maintaining and repairing the same nevertheless making good forthwith and compensating the Transferree and its successors in title and their lessees for all damage occasioned to the land hereby transferred by such entry and with the exercise of such rights.

NOTE: The land coloured blue on the plan referred to is shown by a broken purple line on the filed plan.

- 7 The land edged and lettered c in red on the filed plan restored to the title on 20 August 1987.
- 8 (12.01.1993) The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered HD303068 in green on the Filed plan dated 4 January 1993 made between (1) Hertsmere Borough Council and (2) Bellway Homes Limited (Purchaser):-

EXCEPT AND RESERVED in favour of the Council and its successors in title as mentioned in the Third Schedule hereto

A: Property Register continued

THE THIRD SCHEDULE

(Exceptions and reservations in favour
of the Council and its successors in title)

1. The right at any time to erect or permit to be erected any buildings or other erections and to alter any building or other erection now standing or within eighty years after the date of this Transfer to be erected on any part of the adjoining land of the Council or on any part of the Studio Estate remaining in the Council's ownership 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 Property and any access of light and air over the adjoining land of the Council or any part of the Studio Estate remaining in the Council's ownership shall be deemed to be enjoyed by the licence or consent of the Council and not as of right
 2. The right in the event of the Council selling or developing any of the adjoining land of the Council and/or any part of the Studio Estate remaining in the Council's ownership to connect into use lay maintain repair cleanse reconstruct or relay any sewers drains pipes wires cables and other works laid under the Brown Road and to the free passage of foul and surface water mains water gas electricity and other transmission media respectively through the same
 3. Full right and liberty for the Council and its successors in title with or without workmen at all reasonable times and upon reasonable notice being given to enter upon the Brown Road for the purpose of exercising the right as reserved by the preceding paragraph of this Schedule the Council making good all damage caused by the exercise of such right
 4. The right of support from the Property for the adjoining land of the Council and for any part of the Studio Estate remaining in the Council's ownership.
- 9 (12.12.1994) Where the parts edged and numbered in green on the title plan include roadways, footways, accessways or paths rights of way serving more than two dwellings are reserved thereover.
- 10 (12.12.1994) The land has the benefit of the following rights reserved by the Transfer dated 15 November 1994 referred to in the Charges Register:-

SCHEDULE 2

(The Exceptions and Reservations)

1. The right for the Vendor and all other persons entitled thereto to connect into use lay maintain repair cleanse reconstruct or relay any Conducting Media laid or to be laid under the roads or other parts of the Property not intended for the construction of dwellings or garages or for exclusive enclosure with such dwellings ("the Common Parts") within the Perpetuity Period and to the passage of foul and surface water mains gas electricity and other transmission media respectively through the same

2. Full right and liberty for the Vendor with or without workmen at all reasonable times on reasonable notice (except in emergencies) to enter upon the Common Parts for the purpose of exercising the right reserved by the preceding paragraph of this Schedule the persons exercising the right to use the Conducting Media contributing a proportion according to user toward the upkeep and maintenance thereof

PROVIDED THAT in exercising the rights reserved by paragraphs 1 and 2 of this Schedule the Vendor will:-

(a) Before commencing such work give not less than 14 days written notice of its intention to carry out such works to the Purchaser; and

(b) Obtain the prior written approval of the Purchaser to the routes of the Conducting Media hereinbefore referred to; and

A: Property Register continued

(c) Not carry out any such works in such a manner as shall interfere with or interrupt access to the Property or any part of it or the use of the Conducting Media, and

(d) Carry out all works in good and workmanlike manner in accordance with the approval previously granted by the Purchaser and the requirements of the Relevant Authority; and

(e) Cause as little damage as possible in the exercise of such rights; and

(f) Make good forthwith any damage caused and indemnify the Purchaser in respect of any liability or loss which may arise as a result of any breach

(3) The right of support from the Property for the adjoining land of the Vendor and for any part of the Studio Estate.

- 11 (20.07.2007) The land in this title has the benefit of the rights reserved by a Transfer of the land edged and numbered HD471119 in green on the title plan dated 13 June 2007 made between (1) Hertsmere Borough Council and (2) Chartprize Limited.

-NOTE: Copy filed under title HD471119.

- 12 (20.07.2007) The reference to the land edged brown on the title plan which adjoins the land edged and numbered HD192797 in green 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 (22.01.1982) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.
- 2 The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

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

- 1 The part of this land adjoining Rowley Lane which was part of the waste lands of the Manor of Shenleybury is subject to the rights of the Elstree and Borehamwood Gas Company Limited to lay and maintain gas mains and service pipes and fittings therein and so much of the same as is coloured green on the plan annexed to an order dated 19 September 1930 of the Minister of Agriculture and Fisheries made under Section 193 of the Law of Property Act 1925 is subject to such order. A copy of the said order which includes no copy of the plan therein referred to is filed.
- 2 A Transfer of the land edged and numbered HD75434 in green on the filed plan and other land dated 8 September 1972 made between (1) Maycrest Property Investment Limited and (2) Christian Salvesen Limited contains the following covenants by the Vendors:-

"FOR the benefit of the land hereby transferred and so as to bind the Retained Land into whosoever hands the same may come Maycrest HEREBY

C: Charges Register continued

COVENANTS with Salvesen

(1) That Maycrest and its successors in title will not carry on upon the Retained Land or in any buildings thereon any trades or businesses specified within the classes v, vi, vii, viii and ix of Use Classes Order 1963."

NOTE: The land in this title forms part of the Retained Land.

- 3 The land is subject to the following rights granted by a Transfer of the land edged and numbered HD153382 in green on the filed plan dated 21 June 1982 made between (1) Hertsmere Borough Council (Hertsmere) (2) Hunting Gate Developments Limited (H G D) and (3) The Equitable Life Assurance Society (the Society):-

"TOGETHER with the right in fee simple of the free passage of water soil and electricity through the sewers drains electricity and telephone lines to be laid in or over the Studio Estate (which is shown for the purpose of identification only edged brown on plan lettered B annexed hereto) (in positions as far as possible under the Spine Road shown for the purpose of identification only by green and blue lines and/or the strip of land hatched black on the said plan lettered B agreed between the parties or to be determined under Clause 3 below) from the time that the same are respectively completed until they are adopted Together with the right in each case for the owners and occupiers of the land thereby served to enter upon the parts of the Studio Estate thereby affected for the purpose of laying repairing renewing and replacing the same respectively the person exercising such right causing as little damage as possible and promptly making good the surface at his own expense."

NOTE: The brown edging, black hatching, green lines and blue lines are shown by blue edging, blue hatching, blue broken line and a brown broken line respectively on the filed plan so far as each reference affects the land in this title.

- 4 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 28 October 1982 made between (1) Hertsmere Borough Council (Grantor) and (2) The Colne Valley Water Company (Company):-

"The Grantor as beneficial owner hereby grants and conveys in fee simple unto the Company its successors and assigns in under or upon the land having a uniform width of five metres situate at development site Elstree Way Borehamwood in the said County of Hertfordshire (which land is for the purpose of identification only and not by way of limitation or enlargement coloured pink on the annexed plan) the right and easement at any time and from time to time to construct and use a line or lines or pipes and electric cables with or without ducts together with all such valve-boxes hydrant-boxes inspection chambers and other apparatus as the Company may think fit and all necessary or convenient markers indicating the position of the said pipes cables and other apparatus and at any time and from time to time to maintain replace inspect enlarge remove and do all other works in connection with the said pipes and other apparatus and in connection with the Company's water undertaking which the Company shall deem necessary or advisable TOGETHER with the natural right of support heretofore enjoyed by the said land PROVIDED always that no such valve-box hydrant-box inspection chamber or other apparatus shall exceed at the surface of the ground nor any marker be so placed as to interfere with cultivation without the written consent of the Grantor

2. THE Company its agents contractors servants and workmen shall be entitled to enter upon and open up the said land and to pass and repass with or without vehicles and appliances over and along the said land for the purpose of exercising the rights and easements hereby granted."

The said Deed also contains the following covenants:-

"THE Grantor to the intent and to bind (so far as practicable) the said land and every part of it unto whosoever hands it may come and to benefit and protect the rights and easements hereby granted but not so as to render the Grantor personally liable in damages for any breach of

C: Charges Register continued

covenant after it shall have parted with all interests in the said land hereby covenants with the Company at all times hereafter to observe perform and be bound by the restrictions and stipulations set out in the Second Schedule hereto

THE SECOND SCHEDULE

Restrictions and stipulations to be observed

and performed by the Grantor

1. The surface of the said land shall not be lowered nor shall the surface be raised by more than 300mm above the existing level otherwise than the consent in writing of the Company

2. The said land shall not be disturbed so as to interfere with the right of support hereby granted

3. Nothing shall be built erected constructed laid placed planted or grown in under or upon the said land which would render the exercise of the rights and easements hereby granted or any of them substantially more difficult or costly or which may in any way diminish interfere with or damage the purity or flow of water coming to or carried by the said pipes".

NOTE: The land coloured pink referred to is tinted blue on the filed plan.

- 5 The roads and footpaths included in the title are subject to rights of way.
- 6 The land is subject to rights to connect to and use all sewers, drains, watercourses, wires, cables, pipes and other services thereover, therein or thereunder.
- 7 The parts of the land affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to rights for the buildings erected on the parts so edged and numbered to maintain roof gutters fascia boards soffits and downpipes overhanging thereover and adjoining thereto and rights to maintain footings and foundations and projecting chimney stacks thereon thereunder and thereover together with rights of entry for the purpose of repairing repointing and painting the said overhanging parts the said footings foundations and chimney stacks and the flank walls of the said buildings and any windows therein.
- 8 The parts of the land affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to rights to break into and build onto the walls of the garages included in the adjoining land for the sole purpose of erecting a garage on the land contiguous to such garage and to right of support for the walls and eaves of the garages erected on the parts so edged and numbered.
- 9 The garage forecourts and accessways included in the title are subject to rights of way.
- 10 The passageways included in the title are subject to rights of way.
- 11 The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 12 May 1983 made between (1) Hertsmere Borough Council (Grantor) and (2) The Eastern Electricity Board:-

"the Grantor as Beneficial Owner hereby grants unto the Board FULL RIGHT AND LIBERTY for the Board to lay maintain repair renew use alter inspect or remove electric cables and lines and conduits or pipes for containing the same where necessary (hereinafter referred to as "the said works") under the land being part of the Grantor's property situate and known as land forming part of the Studio Estate adjoining Rowley Lane Borehamwood Hertfordshire in the position shown by a thick black broken line between the points marked A and B on Drawing Number H12494 Issue B annexed hereto AND ALSO full right and liberty to enter on and break up the surface of so much of the land of the Grantor as may be necessary from time to time for the purpose of laying and

C: Charges Register continued

thereafter as occasion shall require relaying inspecting repairing renewing altering or removing the said electric cables and lines and conduits or pipes TO HOLD the same unto the Board in fee simple TO THE INTENT that the said rights shall be used in connection with and as appurtenant to the whole and every part of the statutory electricity undertaking of the Board"

NOTE: The thick black broken line referred to is shown by a yellow broken line on the filed plan.

- 12 The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered HD168230 in green on the filed plan dated 12 May 1983 made between (1) Hertsmere vBorough Council (Transferor) and (2) The Eastern Electricity Board (Board):-

"together with the rights set out in the Schedule hereto

THE SCHEDULE above referred to

(1) Full right and liberty for the Board and all persons authorised by it (in common with the Transferor and all persons having the like right) to pass and repass at all times and for all purposes with or without vehicles to and from the site over and along the land shown by black cross hatching on the said site plan and the estate road between such last mentioned land and Rowley Lane

(2) Full right and liberty for the Board to lay maintain inspect renew use alter and remove electric cables and lines and conduits or pipes for containing the same where necessary under the land shown by black cross hatching on the said site plan and the said estate road and the footpaths and verges thereof and to enter thereon and break up the surface thereof so far as necessary from time to time for the purpose of laying the said electric cables and lines and conduits or pipes and thereafter as occasion shall require relaying repairing maintaining altering and removing the same the Board causing as little inconvenience as possible in the exercise of such rights and making good and paying for any damage caused thereby

(3) Full right and liberty for the Board to open the gates referred to at Clause 2 hereof outwards over the land shown by black cross hatching on the said site plan"

NOTE: The land shown by black cross hatching referred to is edged brown on the filed plan.

- 13 An Agreement dated 15 January 1986 made between (1) The Hertfordshire County Council (2) Hertsmere Borough Council (3) Robert Fleming Trustee Co. Limited and (4) Hunting Surveyors and Consultants Limited relates to the construction of a road and footpath forming part of Studio Way shown hatched brown on the filed plan and to the granting of rights of way thereover.

-NOTE: Copy filed.

- 14 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 30 July 1987 made between (1) Hertsmere Borough Council (Grantor) and (2) The Colne Valley Water Company (Company):-

"the Grantor as beneficial owner hereby grants and conveys in fee simple unto the Company its successors and assigns in under or upon the land having varying widths situate at the studio Estate off Studio Way Borehamwood in the County of Hertfordshire (which land is for the purpose of identification only and not by way of limitation or enlargement coloured pink on the annexed plan) the right and easement at any time and from time to time to construct and use a line or lines of pipes with or without ducts together with all such valve-boxes hydrant-boxes inspection chambers and other apparatus as the Company may think fit and all necessary or convenient markers indicating the position of the said pipes and other apparatus and at any time and from time to time to maintain replace inspect enlarge remove and do all other works in connection with the said pipes and other apparatus and

C: Charges Register continued

in connection with the said pipes and other apparatus and in connection with the Company's water undertaking which the Company shall deem necessary or advisable TOGETHER with the natural right of support heretofore enjoyed by the said land PROVIDED always that no such valve-box uhydrant-box inspection chamber or other apparatus shall exceed at the surface of the ground 1200mm x 1000mm in area nor shall such works or apparatus be raised above the surface of the ground nor any marker be so placed as to interfere with cultivation without the written consent of the Grantor."

NOTE: The land coloured pink referred to is edged mauve on the supplementary plan to the filed plan

The said Deed also contains the following covenants:-

"THE Grantor to the intent and to bind (so far as practicable) the said land and every part of it into whosoever hands it may come and to benefit and protect the rights and easements hereby granted but not so as to render the Grantor personally liable in damages for any breach of covenant committed after it shall have parted with all interest in the said land hereby covenants with the Company at all times hereafter to observe perform and be bound by the restrictions and stipulations set out in the Second Schedule hereto.

THE SECOND SCHEDULE

Restrictions and stipulations to be observed

and performed by the Grantor

(1) The surface of the said land shall not be lowered nor shall the surface be raised by more than 300mm above the existing level otherwise than with the consent in writing of the Company

(2) The said land shall not be disturbed so as to interfere with the right of support hereby granted

(3) Nothing shall be built erected constructed laid placed planted or grown in under or upon the said land which would render the exercise of the rights and easements hereby granted or any of them substantially more difficult or costly or which may in any way diminish interfere with or damage the purity or flow of water coming to or carried by the said pipes."

15 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.

16 The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 4 August 1989 made between (1) Hertsmere Borough Council (Grantor) and (2) British Gas PLC:-:-

"The Grantor as beneficial owner (and to the intent that the easements hereby granted shall be appurtenant to British Gas' undertaking and each and every part thereof) HEREBY GRANTS unto British Gas THE EASEMENTS to lay construct inspect maintain protect use replace remove or render unusable a pipeline for the transmission or storage of gas or other materials (whether such gas or materials are transmitted by British Gas on its own behalf or on behalf of other persons) and all necessary apparatus ancillary thereto (all hereinafter together called "the said works") in upon and over a strip of land 3.048 metres in width coloured pink for identification purposes only on the plan annexed hereto (hereinafter called "the said strip of land") and to pass over the said strip of land for the purposes of the said works and of any works of British Gas contiguous therewith and over the said land for the purpose of access to the said strip of land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus TO HOLD the same unto British Gas in fee simple."

NOTE: The land coloured pink referred to is shown edged and numbered in yellow on the Supplementary Plan to the filed plan so far as it affects the land in this title

C: Charges Register continued

The said deed also contains the following restrictive covenants by the Grantor:-

"COVENANTS BY THE GRANTOR

THE Grantor (to the intent and so as to bind the said land and land of the Grantor adjoining thereto and every part thereof into whosoever hands the same may come and to benefit and protect the easements hereby granted) hereby covenants with British Gas that:-

5.1 no buildings or constructions of whatsoever nature shall be erected on

5.2 no soil or materials shall be deposited over

5.3 no excavations shall be made in and

5.4 no trees or deep rooted shrubs shall be planted on the said strip of land without the consent of British Gas."

17 An Agreement for sale of the land tinted blue on the filed plan and other land dated 1 October 1992 made between (1) Hertsmere Borough Council and (2) Bellway Homes Limited.

-NOTE: No copy of the Agreement dated 1 October 1992 referred to is held by Land Registry.

18 (12.12.1994) 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 support.

19 (12.12.1994) 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 for the purpose of repairing, replacing, maintaining and decorating the buildings erected on the parts so edged and numbered in green.

20 (12.12.1994) The land is subject to rights of drainage and rights in respect of water gas electricity and other services.

21 (12.12.1994) A Transfer of the land edged and numbered HD329973 in green on the filed plan dated 15 November 1994 made between (1) Hertsmere Borough Council (Vendor) and (2) Wilcon Homes Anglia Limited (Purchaser) contains covenants by the Vendor details of which are set out in the schedule of restrictive covenants hereto.

22 (12.12.1994) The land is subject to the following rights granted by the Transfer dated 15 November 1994 referred to above:-

SCHEDULE 1

(The Rights)

"1. The right to enter with or without vehicles workmen plant machinery and equipment upon the Blue Land as shall be reasonably necessary for the purposes of:-

1.1. Making connection with all Conducting Media as are now or may within the Perpetuity Period be laid in or under the Blue Land until such time as the Conducting Media becomes vested in the Relevant Authority when this right shall immediately determine save to the extent that such right may need to continue to be exercised by a Relevant Authority and

1.2 Laying new Conducting Media therein in positions previously approved in writing by the Vendor (such approval not to be unreasonably withheld); and

1.3 Relaying reconstructing renewing altering or enlarging in positions previously approved in writing by the Vendor (such approval not to be unreasonably withheld) repairing maintaining and cleansing any Conducting Media and connections hereinbefore referred to

C: Charges Register continued

SUBJECT to the Purchaser making good any damage caused by the exercise of these rights.

2. The right to use the Conducting Media laid or within the Perpetuity Period to be laid in on under or over the blue land for the passage of foul and surface water drainage water gas electricity telephone and all other services until such time as the Conducting Media shall be adopted by the Relevant Authority when this right shall immediately determine save to the extent that such right may need to continue to be exercised by a Relevant Authority.

3. The right to enter with or without vehicles workmen plant machinery and equipment upon the Blue Land for the purposes of constructing and laying out a vehicular access in a position previously approved in writing by the Vendor (such approval not to be unreasonably withheld) for access to and egress from the Site to the adopted highway known as Studio Way adjoining the Blue Land including any visibility splays footways and street lighting installations to be constructed therewith and any and all works ancillary thereto and thereafter for (until the same shall be adopted as a highway maintainable at public expense when this right shall immediately determine) repairing maintaining renewing or relaying the same subject to the Purchaser making good any damage caused by the exercise of these rights

4. The right (in common with all others entitled thereto) to pass and repass at all times with or without vehicles over the Blue Land until such time as the Blue Land shall be adopted as a highway maintainable at the public expense when this right shall immediately determine SUBJECT to the Purchaser making good any damage caused by the exercise of this right and keeping the Blue Land free of obstruction at all times

5. Subject to the provisions of the works hereinafter referred to being agreed in writing with the Vendor (such agreement not to be unreasonably withheld) the right to enter with or without vehicles workmen plant machinery and equipment on to the Blue Land as shall be reasonably necessary for the purpose of undertaking all such works as may reasonably be required to facilitate the development of the Property but so that this right will determine upon the Blue Land becoming adopted as a highway maintainable at public expense

6. The right of support for the Property from the parts of the Studio Estate remaining in the Vendor's ownership.

PROVIDED ALWAYS that wherever in this Schedule there is reference to the prior approval of the Vendor to the positions of any Conducting Media in or under or of a vehicular access across the Blue Land the Vendor shall give written notice of its approval or refusal within fifteen working days of receipt by it of plans showing the proposed positions of the said Conducting Media and vehicular access and if no such written notice is received by the Purchaser within such period of fifteen working days the Vendor's written approval shall be deemed to have been given."

NOTE: The blue land referred to is tinted mauve on the filed plan.

23 (18.10.1995) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 4 October 1995 made between (1) Hertsmere Borough Council and (2) British Gas PLC:-

"The Grantor with full title guarantee (and to the intent that the easements hereby granted shall be appurtenant to British Gas' undertaking and each and every part thereof) HEREBY GRANTS unto British Gas THE EASEMENTS to lay construct inspect maintain protect use replace remove or render unusable a pipeline for the transmission or storage of gas or other materials (whether such gas or materials are transmitted by British Gas on its own behalf or on behalf of other persons) and all necessary apparatus ancillary thereto (all hereinafter together called "the said works") in upon and over strips of land 3 metres in width coloured pink for identification purposes only on the plan annexed hereto (hereinafter called "the said strip of land") and to pass over the said strip of land for the purposes of the said works and of any works of British Gas contiguous therewith and over the said land for

C: Charges Register continued

the purpose of access to the said strip of land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus TO HOLD the same unto British Gas in fee simple.

4 COVENANTS BY BRITISH GAS

BRITISH GAS (to the intent and so as to bind the easements hereby granted into whosoever hands the same may come and to benefit and protect the said land and every part thereof) HEREBY COVENANTS with the Grantor that British Gas in exercising the said easements will do as little damage as possible to the said land and the crops for the time being growing thereon and will pay to the Grantor compensation for all damage so done."

The said Deed also contains the following covenants by the Grantor:-

"THE Grantor (to the intent and so as to bind the said land and land of the Grantor adjoining thereto and every part thereof into whosoever hands the same may come and to benefit and protect the easements hereby granted) hereby covenants with British Gas that:-

5.1. no buildings or constructions of whatsoever nature shall be erected on

5.2 no soil or materials shall be deposited over

5.3 no excavations shall be made in and

5.4 no tress or deep rooted shrubs shall be planted on

the said strip of land without the consent of British Gas."

NOTE: The land coloured pink referred to is crossed hatched blue on the filed plan.

- 24 (20.10.1995) The land is subject to the rights granted by a Deed of Grant dated 16 October 1995 made between (1) Hertsmere Borough Council and (2) Wilcon Homes Anglia Limited.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

- 25 (08.09.2010) By a Deed dated 3 September 2010 made between (1) Hertsmere Borough Council and (2) Aldwyck Housing Group Limited the terms of the lease dated 25 September 1996 of land forming part of site C1, Gregson Way referred to in the schedule of leases hereto were varied.

-NOTE: Copy Deed filed under HD315442.

- 26 (16.11.2010) By a Deed dated 8 September 2010 made between (1) Hertsmere Borough Council (2) Mitchells & Butlers Retail Limited and (3) British Overseas Bank Nominees Limited and WGTC Nominees Limited the terms of the lease dated 3 March 1988 referred to in the schedule of leases hereto were varied.

-NOTE: Copy Deed filed under HD240736.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 15 November 1994 referred to in the Charges Register:-

(The Vendor's Covenants)

"1. On as many occasions as the Purchaser shall require on being requested to do so by the Purchaser or the Relevant Authority and at no cost to the Purchaser at any time within the Perpetuity Period to be a party to:-

Schedule of restrictive covenants continued

1.1 A Section 38 Agreement or Agreements under the provisions of the Highways Act 1980 in respect of the roads footways and other works constructed or laid out or to be constructed or laid out by the Purchaser on the Blue Land pursuant to the rights set out in paragraph 3 of Schedule 1 hereto; and

1.2 A Section 104 Agreement or Agreements under the provisions of the Water Industry Act 1991 in respect of any foul and surface water sewers laid or to be laid by the Purchaser in or under the Blue Land pursuant to the rights set out in paragraph 1 of Schedule 1 hereto; and

1.3 Such Agreements and/or deeds of grant and/or easements and/or wayleaves and/or rights and/or covenants as may be imposed or required by any Relevant Authority to provide for and secure the laying and adoption or otherwise the taking over by the Relevant Authority of any Conducting Media installed or to be installed by the Purchaser in on under or over the Blue Land pursuant to the rights set out in paragraph 1 of Schedule 1 hereto.

2. That no act matter or thing which shall or may be or become or grow to be a public or private nuisance or a damage annoyance grievance or inconvenience to the Purchaser or any occupier of the Property (or any part thereof) or which may lessen the value of the Property (or any part thereof) shall be made carried on or done or suffered on the remainder of the Studio Estate remaining in the Vendor's ownership

3. To keep the Blue Land clear and free from obstructions and unbuilt upon (save for any works carried out thereon by the Purchaser pursuant to the rights herein granted) until such time as the same shall be adopted as a highway maintainable at public expense Provided that it will not be a breach of covenant if the Vendor carries out works to bring the Blue Land up to an adoptable standard as a highway maintainable at public expense."

NOTE: The blue land referred to is tinted mauve on the filed plan.

Schedule of notices of leases

1	25.03.1988	Land on the West side of 1 and 2 Studio Way	03.03.1988	HD240736
			125 years from 3.3.1988	

NOTE: See entry in the Charges Register relating to a deed of variation dated 8 September 2010.

2	15.05.1991	7 Niven Close	17.12.1990	HD285297
	tinted yellow		99 years from 17.12.1990	

NOTE 1: The lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances therein mentioned.

NOTE 2: The lease comprises also other land

3	24.11.1993	Land adjoining 6 Niven 19 Close	17.11.1993	HD313205
			99 years from 26.11.1990	

NOTE 1: The Lease comprises also other land.

NOTE 2: The least contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances therein mentioned

4	24.10.1995	Land forming part of Site 20 C1, Gregson Way,	25.09.1992	HD315442
			125 years from 25.9.1992	

NOTE 1: The Lease comprises also other land

NOTE 2: See entry in the Charges Register relating to a Deed of variation dated 3 September 2010

Title number HD5634

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 09:47:31. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD29125

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

1 (12.01.1937) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the West side of Barnet By-Pass Road and land on the North side of Ripon Way, Elstree.

2 The Conveyance dated 10 December 1928 referred to in the Charges Register contains the following reservations and this registration takes effect subject thereto:-

Except and Reserving unto the Vendor any right to air or light which might prejudice the user of the adjoining or neighbouring land of the Vendor for building or other purposes and that the Vendor his heirs and assigns should be free to build upon or develop the same lands as he or they might think fit. AND ALSO EXCEPT AND RESERVING to the Vendor and his successors in title and their assigns the owner or owners for the time being of all or any of the lands belonging to the Vendor lying to the South West of the land secondly thereinbefore described (howsoever the same might from time to time be altered or developed) a perpetual right to the laying of sewers and drains through the land secondly thereinbefore described so as to enable the said land of the Vendor and all houses and erection from time to time thereon to be properly sewered and drained both as regards foul sewage and surface water into Rowley Lane shown on the said plan No.2 and to be connected with any sewers and drains which the Vendor or the Company might execute and make on that land or in Rowley Lane (which sewers and drains on that land or in Rowley Lane he or they were to be at liberty to make) and of repairing amending deepening and enlarging all the sewers or drains so laid or made of connecting (if desired) any sewers or drains so laid or made for the benefit of all or any of the Vendor's said lands with any sewers and drains to be made by the Company of the land secondly thereinbefore described.

3 The Conveyance dated 24 July 1931 referred to in the Charges Register contains the following reservation and this registration takes effect subject thereto:-

"Except and Reserving unto the Vendor any right to light or air which might prejudice the user of the adjoining or neighbouring land of the Vendor for building or other purposes and that the Vendor his heirs and assigns shall be free to build or develop the same lands as he or they may think fit."

4 A Conveyance dated 11 July 1936 including the land tinted yellow tinted blue, and edged and numbered 1, 2 and 3 in blue on the filed plan and made between (1) Herbert Arthur Pritchard and Robert Henry Stuart Edelstone Behrend (Vendors) and (2) Laing's Properties Limited (Purchasers) contains the following reservations and this registration takes effect subject thereto:-

"There is excepted and reserved to the Vendors their successors in title and all others entitled thereto the free running and passage of water and soil from any adjoining or neighbouring land through any

A: Property Register continued

sewers drains ditches and watercourses on the lands hereby conveyed now used or constructed for conveying water and soil from any such adjoining or neighbouring land but so that the Purchasers or their successors in title shall be at liberty to alter or deviate the same if they shall so require but not so as to affect the flow of any surface water running to or from the land."

- 5 The Transfer dated 23 June 1961 referred to in the Charges Register contains a declaration limiting the effect of Section 19 (3) of the Act.
- 6 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 (09.08.1961) PROPRIETOR: ELSTREE RURAL DISTRICT COUNCIL of Council Offices, Shenley Road, Borehamwood, Herts.
- 2 (16.10.1967) RESTRICTION: -Except under an Order of the Registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Physical Training and Recreation Acts, 1937 and 1958 or some other Act or authority.

C: Charges Register

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

- 1 A Conveyance including the land tinted yellow on the filed plan dated 10 December 1928 made between (1) The Right Honourable Edmund Henry Earl of Strafford (Vendor) and (2) Realty Trust Limited (the Company) contains the following covenants:-

The Company thereby covenanted with the Vendor:-..... That the Company would not obstruct or impede or foul the water in the stream shown on the said plan Nod. 2 as crossing the land secondly thereinbefore described and would preserve the banks of the same as at then present and for ever repair the banks of and cleanse and scour the bed of the stream as need might arise and would not use the water thereon otherwise than as any riparian owner might use the same.

NOTE: The stream is shown on the filed plan.

- 2 The Deeds mentioned below contain covenants relating to the parts of the land indicated:-

LAND AFFECTED	DEED	PARTIES
Edged and numbered 1, 2 and 3 in blue	24 July 1931 Conveyance	(1) Earl of Strafford (2) Sir Herbert Ingram

-NOTE 1: Particulars of covenants filed under HD12736

Edged and numbered 1 and 2 in blue	20 August 1932 Deed	(1) Barnet R.D.C. (2) Sir Herbert Ingram and John Lewis Griffith
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-NOTE 2: Copy filed under HD10403

Tinted pink and blue	24 September 1936 Conveyance	(1) Earl of Strafford (2) John Laing and Son Limited
-------------------------	---------------------------------	--

C: Charges Register continued

-NOTE 3:-Particulars of covenants filed under HD12736.

Tinted pink	12 July 1938 Deed	(1) Barnet R.D.C. (2) John Laing and Son Limited
-------------	----------------------	--

-NOTE 4: Copy filed under HD12737

- 3 By a Deed dated 24 November 1939 and made between (1) The Earl of Strafford and (2) John Laing and Son Limited the said Earl was expressed to release, so far as he lawfully could or might, the land edged and numbered 1, 2 and 3 in blue on the filed plan from the covenants contained in the Conveyance dated 24 July 1931 referred to above and the land tinted pink on the filed plan from the Covenants contained in the Conveyance dated 24 September 1936 referred to above.
- 4 The parts of the land affected thereby are subject to the rights granted by an Agreement dated 24 June 1941 and made between (1) John Laing and Son Limited and Laing's Properties Limited and (2) The Minister of War Transport.

-NOTE: Copy filed under HD12737.

- 5 The land tinted pink on the filed plan is subject so far as affected thereby to the reservations contained in a Transfer dated 5 April 1955 made between (1) John Laing and Son Limited and (2) The London County Council.

NOTE 1: The land tinted pink on the filed plan is coloured pink on the transfer plan.

-NOTE 2: Copy (without plan) filed under HD12737.

- 6 The land tinted yellow, tinted blue, and edged and numbered 1, 2 and 3 in blue on the filed plan is subject so far as affected thereby to the reservations contained in a Transfer dated 5 April 1955 made between (1) Laing's Properties Limited and (2) The London County Council.

-NOTE: Copy (without plan) filed under HD12736.

- 7 A Transfer dated 23 June 1961 made between (1) The London County Council and (2) Elstree Rural District Council contains restrictive covenants.

-NOTE: Copy filed.

- 8 The land is subject to the rights granted by a Deed dated 12 November 1981 made between (1) Hertsmere Borough Council and (2) British Gas Corporation. The said Deed also contains restrictive covenants.

-NOTE: Copy filed.

End of register

H. M. LAND REGISTRY

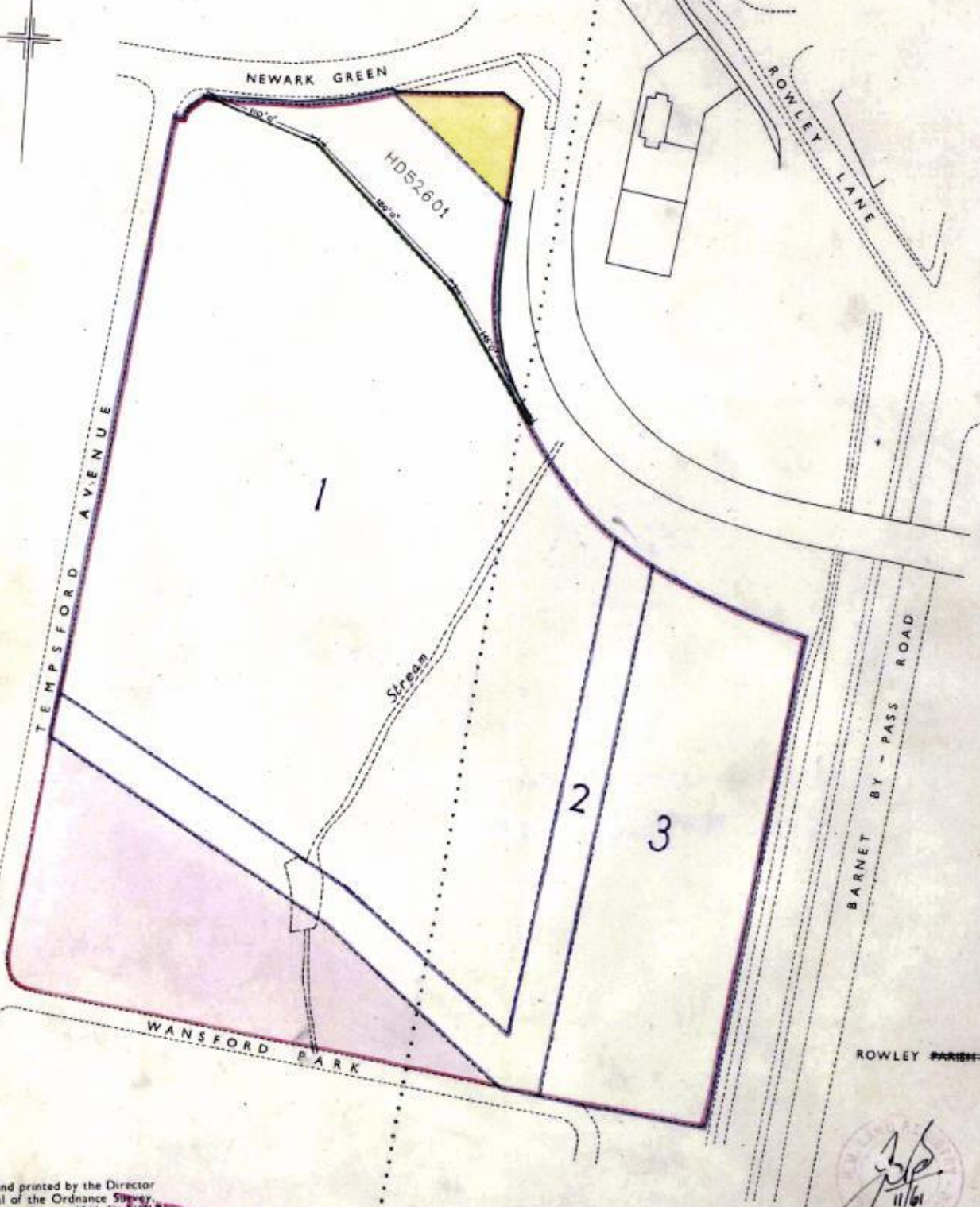
HERTFORDSHIRE SHEET XLV 2

PLAN IN 2 PARTS
PART A

Scale 1/1250

Enlarged from 1/2500

HERTSMERE DISTRICT
ELSTREE PARISH



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HERTSMERE



Filed Plan of Title No. HD 29 125

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H. M. LAND REGISTRY

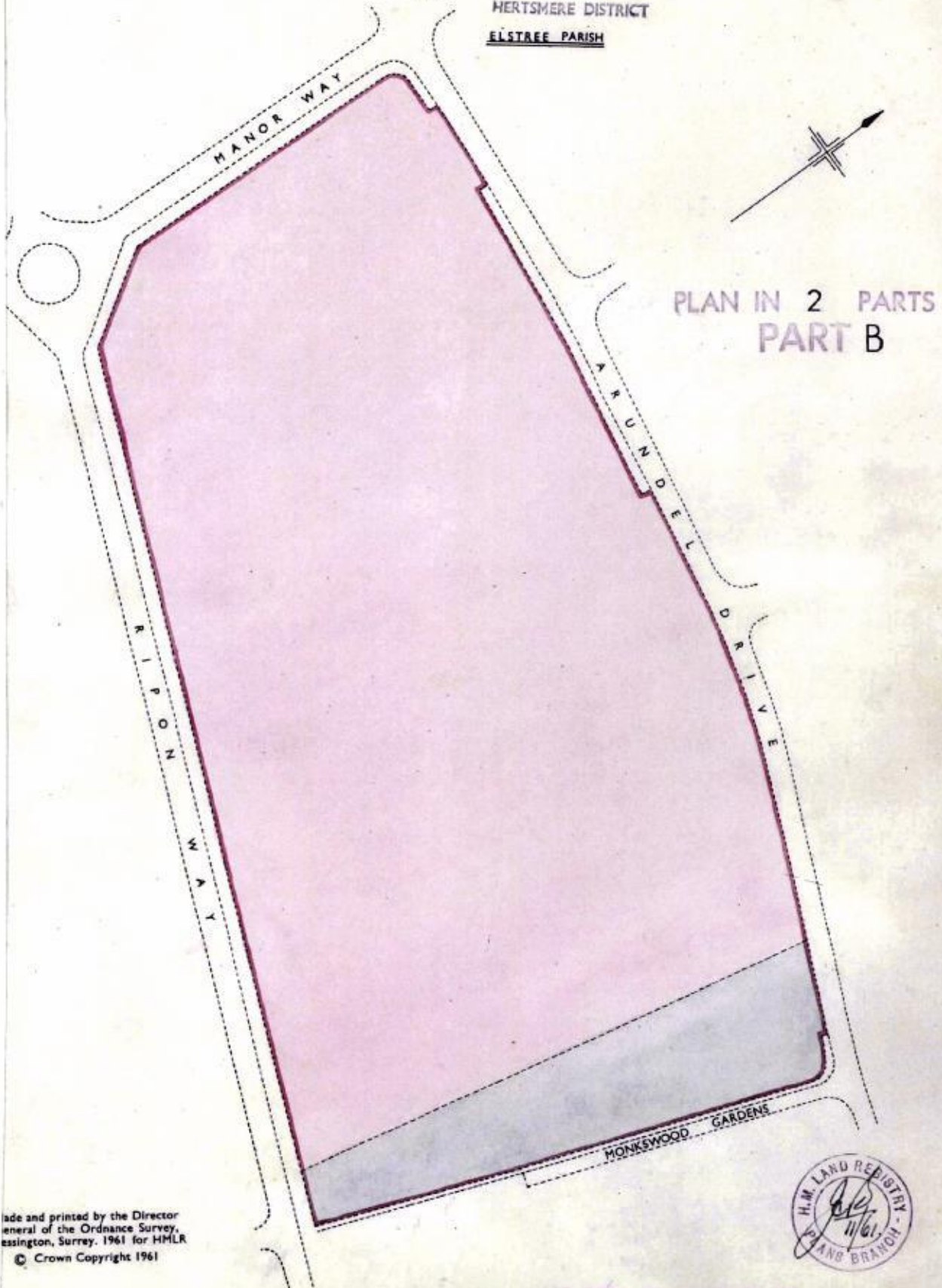
HERTFORDSHIRE SHEET XLV 6

Scale 1/1250

Enlarged from 1/2500

HERTSMERE DISTRICT

ELSTREE PARISH



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Filed Plan of Title No. **HD 29125**

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD290967

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : EAST HERTFORDSHIRE

- 1 (04.08.1986) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land to the east of Berwick Road, Borehamwood.
- 2 The land has the benefit of the following rights reserved by the Transfer dated 12 December 1986 referred to in the Charges Register:-

"Subject to the exceptions and reservations set out in the Second Schedule hereto

THE SECOND SCHEDULE

Exceptions and Reservations

1. Full and free right and liberty for the Developers and their successors in title to all or any part of the Remaining Land and their respective tenants servants and licensees to go pass and repass at all times and for all purposes with or without vehicles and/or animals over and along those parts of the roads and footpaths to be constructed on the property which are necessary for the purpose of access to and egress from the remaining land until such time as such roads and footpaths shall be adopted by the Local Highway Authority as roads and footpaths maintainable at the public expense the Developers and their successors in title making good forthwith all damage which they cause to such roads and footpaths and contributing a fair proportion (according to user) towards the cost of the maintenance cleansing and repair thereof pending their adoption as highways maintainable at the public expense.
- 3 (12.04.2007) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 4 (12.04.2007) 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 (24.10.1991) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts.

C: Charges Register

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

- 1 The part of the land affected thereby is subject to the rights of the Eastern Electricity Board in connection with the electricity cables shown by a brown broken line on the title plan.
- 2 The land is subject to the following rights granted by a Transfer of the land adjoining part of the eastern and southern boundaries of the land in this title dated 12 December 1986 made between (1) Bryant Homes Limited and C.H. Beazer (Homes East) Limited (Developers) (2) Bryant Homes Limited (Transferee) and (3) C.H. Beazer (Homes East) Limited (Beazer):-

"Together with the easements and rights set out in the First Schedule hereto

THE FIRST SCHEDULE

Easements and rights benefitting the property

1. Full and free right and liberty for the Transferee and its successors in title to all or any part of the property and their respective tenants servants and licensees to go pass and repass at all times and for all purposes with or without vehicles and/or animals over and along the Distributor Roads and those parts of the roads and footpaths to be constructed on the Remaining Land which are necessary for the purpose of access to and egress from the Property until such time as such roads and footpaths shall be adopted by the Local Highway Authority as roads and footpaths maintainable at the public expense the Transferee and its successors in title making good forthwith all damage which it or they cause to such roads and footpaths and contributing a fair proportion (according to user) towards the cost of the maintenance cleansing and repair thereof pending their adoption as highways maintainable at the public expense

2. Full and free right and liberty for the Transferee and its successors in title to all or any part of the Property with all necessary workmen and appliances to enter the remaining land and to make connections into the foul and surface water sewers or drains to be laid thereunder at such points as shall be agreed with the Developers or their successors in title such agreement not to be unreasonably withheld or delayed (or failing agreement in such positions as may be specified by the Local Drainage Authority) and the water electricity gas telephone and other service systems to be laid in on or under the Remaining Land at points to be agreed with the Developers or their successors in title such agreement not to be unreasonably withheld or delayed (or failing agreement in such positions as may be specified by the appropriate statutory undertaking) and thereafter to enter the Remaining Land for the purposes of inspecting cleansing repairing maintaining reinstating and renewing such connections and for these purposes to break open the surface of the Remaining Land and any road or path constructed thereon so far as may be necessary from time to time and to lay and construct all necessary sewers drains pipes wires cables and other services installations Provided always that all such connections shall be made within the Perpetuity Period and the persons exercising such rights shall forthwith make good at their own expense all damage thereby caused to the Remaining Land

3. Full and free right and liberty for the Transferee and its successors in title to all or any part of the Property to the free passage and running of water soil gas electricity telephone and all other services to be installed in the Remaining Land from and to the Property through along and into the sewers drains channels pipes watercourses mains wires cables and all other service installations which are now or may within the Perpetuity Period be in on or under the Remaining Land the Transferee and its successors in title contributing a fair proportion (according to user) of the cost of maintaining and repairing the same until (in the case of sewers and drains) such times as the same shall be adopted by the Local Drainage Authority as sewers maintainable at the public expense

C: Charges Register continued

4. Full and free right and liberty to lateral and subjacent support and protection for the Property and any buildings to be erected thereon

5. Full and free right and liberty for the Transferee and its successors in title to all or any part of the Property with all necessary workmen and appliances to enter such parts of the Remaining Land as may be necessary for the purpose of carrying out any building works on the Property including the right to erect and maintain any scaffolding on the Remaining Land required in connection with such building works Provided Always that the persons exercising such rights shall make good at their own expense all damage thereby caused to the Remaining Land and that any scaffolding erected on the Remaining Land shall be removed as soon as the progress of the associated building works makes this practicable and in any event not later than six months following the date of the erection of the scaffolding

6. Full and free right and liberty of overhanging or building beneath any adjoining part of the Remaining Land in respect of any eaves gutters rainwater pipes and foundations of any buildings to be constructed on the property."

NOTE: The property is the land adjoining part of the southern and eastern boundaries and the Remaining Land referred to includes the land in this title.

3 The land is subject to the rights granted by a Transfer of the land adjoining part of the southern and eastern boundaries of the land in this title dated 12 December 1986 made between (1) Bryant Homes Limited and C.H. Beazer (Homes East) Limited (Developers), (2) C.H. Beazer (Homes East) Limited (Transferor) and (3) Bryant Homes Limited (Bryant) which are in identical terms to the rights granted by the Transfer dated 12 December 1986 referred to above.

4 The land is subject to the following rights granted by a Deed dated 16 November 1987 made between (1) Bryant Homes Central Limited and Beazer Homes (Southern) Limited (Grantors) and (2) The Eastern Electricity Board:-

"the Grantors as Trustees hereby grant unto the Board FULL RIGHT AND LIBERTY for the Board to lay maintain repair renew use alter inspect or remove electric cables and lines and conduits or pipes for containing the same where necessary (hereinafter referred to as "the said works") under the land being part of the Grantor's property situate and known as land at Aycliffe Road Borehamwood in the position shown by a broken black line superimposed on a red colour on Drawing Number B 13579 Issue B annexed hereto AND ALSO full right and liberty to enter on and break up the surface of so much of the land of the Grantors as may be necessary from time to time for the purpose of laying and thereafter as occasion shall require relaying repairing renewing altering or removing the said works."

NOTE: The broken black line superimposed on a red colour referred to is shown by a blue broken line on the title plan so far as it affects the land in this title.

5 A Transfer of the land in this title dated 2 October 1991 by Bryant Homes Central Limited and Beazer Homes (Southern) Limited to Hertsmere Borough Council contains the following restrictive covenant:-

THE TRANSFEREE hereby covenants with the Transferors and their successors in title owners or occupiers for the time being of the remainder of the land comprised in the above mentioned titles or any part or parts thereof that the Transferee and its successors in title will use and maintain the land hereby transferred as open space for the public use and for no other purpose whatsoever.

6 (10.08.2007) The parts of the land as are affected thereby are subject to the rights granted by a Deed dated 7 August 2007 made between (1) Hertsmere Borough Council (2) William Sutton Housing Association Limited (3) Scout Association Trust Corporation and (4) EDF Energy Networks (EPN) Plc.

The said deed also contains restrictive covenants by the grantor.

Title number HD290967

C: Charges Register continued

-NOTE:-Copy filed.

- 7 (20.09.2007) 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.

Schedule of notices of leases

1	20.09.2007 Edged blue	land to the east of Berwick Road.	14.02.2007 40 years from 14 February 2007	HD473398
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NOTE: Lease comprises also other land.

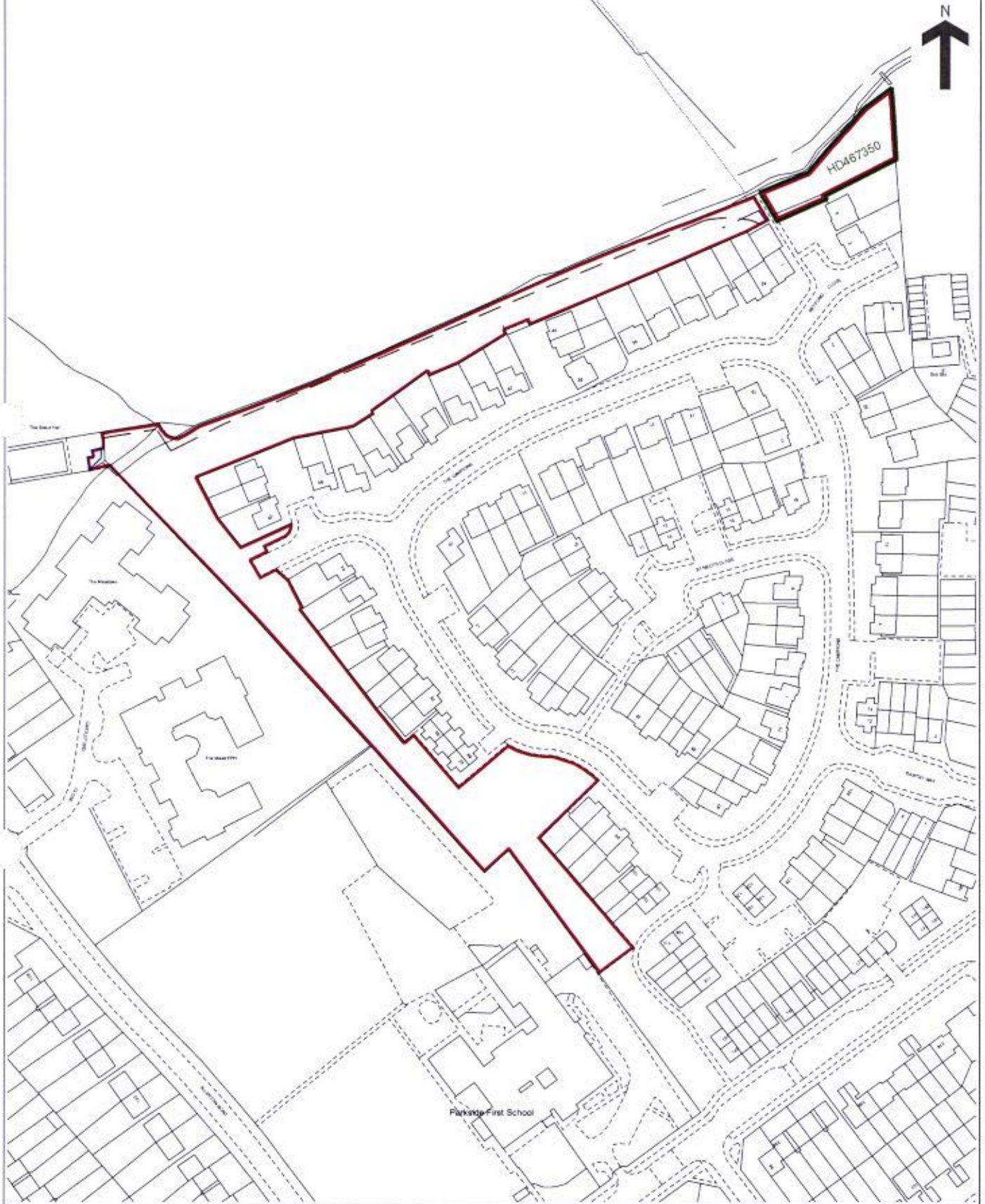
End of register

HM Land Registry
Current title plan

Title number HD290967
Ordnance Survey map reference TQ1898SE
Scale 1:1250 enlarged from 1:2500
Administrative area Hertfordshire : East
Hertfordshire



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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 09:55:15. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD444696

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (08.09.2005) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land comprising Pursley Gardens, part of Thirsk Road, land and buildings on the North East side of Thirsk Road and land on the South West side of Thirsk Road, Borehamwood.
- 2 (08.09.2005) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.
- 3 (08.09.2005) By Transfers and Conveyances of adjacent or neighbouring land pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.
- 4 (08.09.2005) The land has the benefit of such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were reserved by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.

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 (08.09.2005) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts, WD6 1WA.

C: Charges Register

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

- 1 (08.09.2005) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.

Title number HD444696

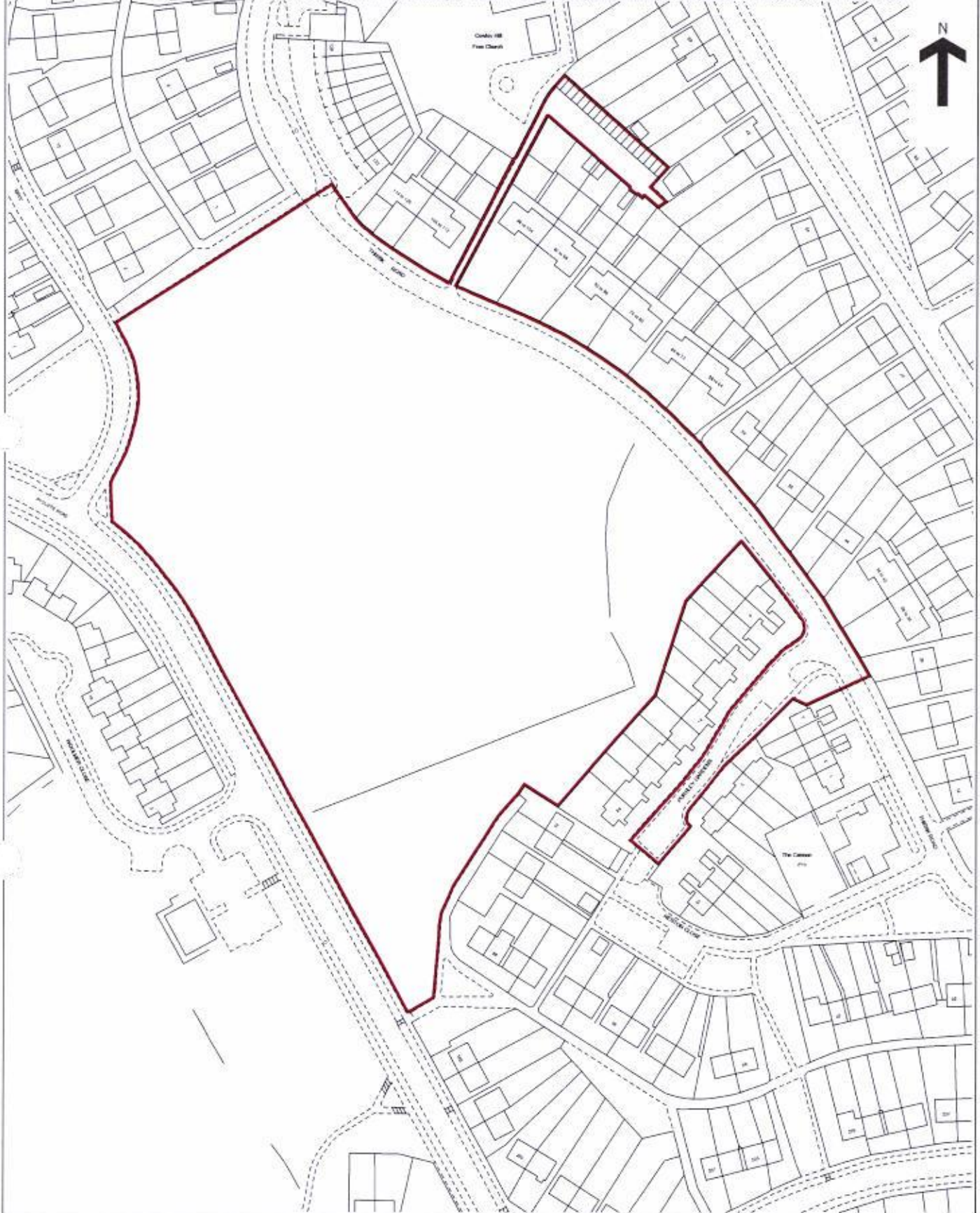
End of register

HM Land Registry
Current title plan

Title number HD444696
Ordnance Survey map reference TQ1998SW
Scale 1:1250
Administrative area Hertfordshire : Hertsmere



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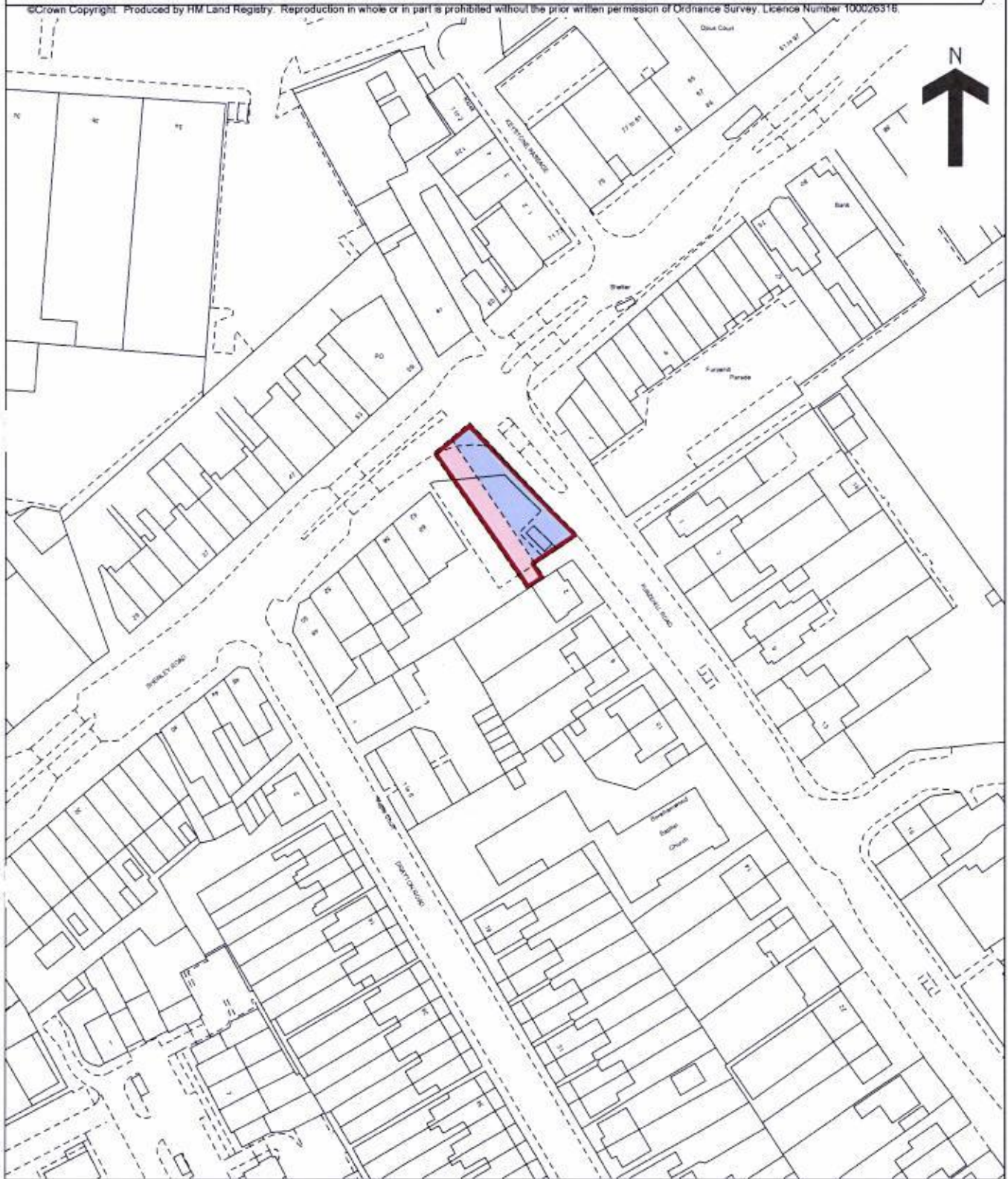
This title is dealt with by HM Land Registry, Leicester Office.

HM Land Registry Current title plan

Title number **HD502991**
Ordnance Survey map reference **TQ1996NW**
Scale **1:1250**
Administrative area **Hertfordshire : Hertsmere**



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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 10:00:46. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD502991

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (16.08.2010) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land at Shenley Road, Borehamwood.
- 2 (16.08.2010) The land tinted pink on the title plan has the benefit of the rights granted by but is subject as mentioned in a Conveyance thereof dated 7 January 1935 made between (1) Charles Horn Sheppard and Percy Frederick Padbury and (2) I.T.S. Properties Development Company Limited.

-NOTE:-Copy filed.
- 3 (16.08.2010) The land tinted pink on the title plan has the benefit of the rights granted by but is subject as mentioned in a Deed dated 20 February 1958 made between (1) The International Tea Company's Stores Limited and (2) Boreham Wood Land Development Limited.

-NOTE:-Copy filed.
- 4 (16.08.2010) The land tinted blue on the title plan has the benefit of the rights granted by but is subject as mentioned in a Conveyance thereof dated 29 November 1963 made between (1) Alan Lile Llewellyn Evans and Winifred Margaret Llewellyn Waller (2) John Allan Mason and (3) The County Council of the Administrative County of Hertford.

-NOTE:-Copy filed.

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 (16.08.2010) PROPRIETOR: HERTFORDSHIRE COUNTY COUNCIL of County Hall, Hertford SG13 9DE and of DX145781, Hertford 4.
- 2 (16.08.2010) A Conveyance to the proprietor in respect of the land tinted pink on the title plan contains a covenant to observe and perform the covenants in the Deed dated 22 February 1882 referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

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

- 1 (16.08.2010) A Deed affecting the land in this title and other land dated 22 February 1882 made between (1) The several persons whose names descriptions and seals were respectively subscribed and set out in the Second Schedule thereto and (2) The United Land Company Limited (Company) contains the following covenants:-

The said several persons parties hereto of the first part doth hereby for himself his heirs executors administrators and assigns covenant with the other of them his heirs and assigns and also as a separate Covenant with the said Company their successors and assigns that they the said several persons parties hereto of the first part their heirs and assigns and all persons claiming under them respectively will from time to time and at all times hereafter pay on demand all and singular the sum and sums of money which shall from time to time become due in respect of the Plot or Plots purchased by or conveyed to them respectively as aforesaid under or by virtue of the terms stipulations and conditions contained in the first Schedule hereto and will observe perform and fulfil all and every the covenants restrictions and agreements as to the mode of building on and the occupation of the Plots respectively purchased by or conveyed to them expressed or contained in the said first Schedule so far as the same respectively relate to the said respective Plots so purchased by or conveyed to them as aforesaid and so far as the said covenants restrictions and agreements are on their parts respectively to be observed performed and fulfilled.

THE FIRST SCHEDULE TO WHICH THE ABOVE INDENTURE REFERS.

STIPULATIONS

1. FRONTAGES AND ROUNDED CORNERS - of each corner Lot the shorter external boundary shall be deemed the front, and the longer the side or flank; and houses thereon shall be built accordingly. The rounded corners of Lots are struck with a radius of five feet, the distances being measured from the point of intersection of the boundary lines.
2. BUILDING-LINES - The building-lines are to be at the distances from the road-boundaries shown on the Plan; and excepting ordinary architectural dressings, or bay windows, no erection, or building, or portion thereof, is to project upon or overhang the space between building-lines and road-boundary.
3. FENCES - Each Purchaser is to make, when required, and afterwards to maintain, close boundary-fences on the sides of his Lot or group of Lots marked T within the boundary-lines; those between building-line and road-boundary not more than five feet high; those behind building-lines not less than five and a half nor more than six and a half feet. If any Purchaser shall make default in erecting any such fence as aforesaid within thirty days, or in repairing any such fence within ten days, after notice requiring him so to do shall have been given to him, or left for him at his residence, or on his Lot or group of Lots, by any adjoining Purchaser or (in the absence of sale) by the Company, then such adjoining Purchaser, or such Company, shall be at liberty forthwith to erect or repair any such fence, or to erect and keep in repair a temporary fence; and the Purchaser making any such default shall, on demand, repay to such adjoining Purchaser, or the Company, all moneys expended by the former or latter for the purposes aforesaid, and all expenses relating thereto.
4. ROADS AND SEWERS - The Company have formed the roads and surface drainage on the Estate; and every Owner of a Lot, and his tenants, shall at all times have free use of the same; provided always, that until the public authorities shall take upon themselves the repair thereof, the Owner of each Lot is to pay to the Company his proportion of any repairs, or cost of maintenance thereof, and the expenses connected therewith, which may be performed or incurred by them; such proportion to be adjusted by the Company's Surveyor, with reference to the frontages of the Lots.

C: Charges Register continued

5. OTHER ROADS OR WAYS - No Lot, or portion thereof, is to be made into or used as a road or way.
6. TEMPORARY ERECTION - No temporary building of any kind is to be erected on any Lot, except sheds or workshops, to be used only for the works incidental to the erection of the house or houses, or other structures to be built thereon, or on some other Lot.
7. HOTEL LOT - On no Lot shall any hotel, tavern, public-house, beer-house, or shop for the sale of any intoxicating liquor of any kind, either by wholesale or retail, to be consumed on or off the premises, be built, nor shall any other house be used as such, and no building erected on any Lot shall be used as a shop, and on no Lot shall any manufacture be carried on.
8. BUILDING VALUES - Semi-detached or Detached Houses on Lots fronting Shenley Road, Barnet Lane, and Brownlow Road, to be of the minimum cost (exclusive of stabling) of £250 each; Houses fronting Drayton Road, £100 each.
9. SIDE-SPACES TO SEMI-DETACHED HOUSES - On Lots fronting Shenley Road, Barnet Lane, and Brownlow Road, with the exception of boundary fences, no building or part thereof shall be erected or approach within four feet of the side of any Lot, or within eight feet of the side of any house built on adjoining Lots; but, for this purpose, a pair of Semi-detached Houses shall be considered one house, and the Owners of adjoining Lots may unite in building thereon a pair of Semi-detached Houses of uniform exterior, as if such Lots belong to the same person, so that no Detached House or pair of Semi-detached Houses shall approach within eight feet of any other house.
10. BUILDINGS - On no Lot shall more than one house be built, nor, until a house be built, shall any domestic office, or stable, or other inferior permanent building, be erected.
11. PARTY WALLS - The party wall of any house on any Lot in Drayton Road can be built with one moiety of its thickness on an adjoining Lot.
12. WATER-CLOSETS AND PRIVIES - On no Lot shall any water-closet or privy be erected detached from other buildings.
13. PROHIBITIONS - No house or building erected on any Lots shall be used for the carrying on of any noisy, noisome, or offensive trade or business whatsoever; nor shall any house, building, or Lot be used for any purpose which may be a nuisance or annoyance to any adjoining Owner or to the Company, their successors, or assigns, or to the neighbourhood.
14. GRAVEL &c - Upon no Lot shall any person excavate any gravel, clay, or any material of any kind whatsoever, nor shall any brickmaking be carried on on the property; not shall any sale of building materials be held on any Lot.
15. RIGHTS RESERVED - The Company reserve the right of allowing a departure from these Stipulations in any one or more cases.

NOTE 1:- The copy of the Second Schedule supplied on first registration was incomplete.

-NOTE 2:- Copy abstracted Deed plan filed.

2

(16.08.2010) A Deed affecting the land in this title and other land dated 1 May 1883 made between (1) The several persons whose names descriptions and seals were respectively subscribed and set out in the Second Schedule thereto and (2) The United Land Company Limited (Company) contains the following covenants:-

The said several persons parties hereto of the first part doth hereby for himself his heirs executors administrators and assigns covenant and assigns covenant with the other of them his heirs and assigns and also as a separate covenant with the said Company their successors and assigns that they the said several persons parties hereto of the first part their heirs and assigns and all persons claiming under them

C: Charges Register continued

respectively will from time to time and at all times hereafter pay on demand all and singular the sum and sums of money which shall from time to time become due in respect of the Plot or Plots purchased by or conveyed to them respectively as aforesaid under or by virtue of the terms stipulations and conditions contained in the first Schedule hereto and will observe perform and fulfil all and every the covenants restrictions and agreements as to the mode of building on and the occupation of the Plots respectively purchased by or conveyed to them expressed or contained in the said first Schedule so far as the same respectively relate to the said respective Plots so purchased by or conveyed to them as aforesaid and so far as the said covenants restrictions and agreements are on their parts respectively to be observed performed and fulfilled.

THE FIRST SCHEDULE TO WHICH THE ABOVE INDENTURE REFERS.

STIPULATIONS

1. FRONTAGES AND ROUNDED CORNERS - Of each corner Lot the shorter external boundary shall be deemed the front, and the longer the side or flank, and houses thereon shall be built accordingly. The rounded corners of Lots are struck with a radius of five feet the distances being measured from the point of intersection of the boundary lines.
2. BUILDING-LINES - The building lines are to be at the distances from the road boundaries shown on the Plan; and excepting ordinary architectural dressings or bay windows no erection or building or portion thereof is to project upon or overhang the space between building-lines and road boundary.
3. FENCES - Each Purchaser is to make, when required, and afterwards to maintain, close boundary fences on the sides of his Lot or group of Lots marked T within the boundary lines; those between building line and road boundary not more than five feet high; those behind building lines not less than five and a half nor more than six and a half feet high. If any Purchaser shall make default in erecting any such fence as aforesaid within thirty days or in repairing any such fence within ten days, after notice requiring him so to do shall have been given to him or left for him at his residence or on his Lot or group of Lots by any adjoining Purchaser or (in the absence of sale) by the Company then such adjoining Purchaser or such Company shall be at liberty forthwith to erect or repair any such fence or to erect and keep in repair a temporary fence; and the Purchaser making any such default shall, on demand, repay to such adjoining Purchaser or the Company all moneys expended by the former or latter for the purposes aforesaid and all expenses relating thereto.
4. ROADS AND SEWERS - The Company have formed the roads and surface drainage on the Estate; and every Owner of a Lot, and his tenants, shall at all times have free use of the same; provided always that until the public authorities shall take upon themselves the repair thereof, the owner of each Lot is to pay to the Company his proportion of any repairs or cost of maintenance thereof and the expenses connected therewith which may be performed or incurred by them; such proportion to be adjusted by the Company's Surveyor, with reference to the frontages of the Lots.
5. OTHER ROADS OR WAY - No Lot or portion thereof is to be made into or used as a road or way.
6. TEMPORARY ERECTIONS - No temporary building of any kind is to be erected on any lot, except sheds or workshops to be used only for the works incidental to the erection of the house or houses or other structures to be built thereon or on some other Lot.
7. PUBLIC HOUSES & SHOP PLOTS - On no Lot except on Lot 56 shall any hotel tavern public house beerhouse or shop for the sale of wines spirits ale or stout or any malt or exciseable liquor of any kind, either by wholesale or retail, to be consumed on or off the premises, be built, nor shall any other house be used as such and on no Lot except on Lots fronting Shenley Road shall a shop be built and on no Lot shall any manufacture be carried on.

C: Charges Register continued

8. BUILDING VALUES - Houses on Lots fronting Shenley Road Barnet Road and Brownlow Road to be of the minimum cost (exclusive of stabling) of £150 each; and fronting Drayton Road £100 each.
9. BUILDINGS - On no Lot shall more than one house be built nor until a house be built shall any domestic office or stable or other inferior permanent building be erected.
10. PARTY WALLS - The party wall of any terrace house on any lot can be built with one moiety of its thickness on any adjoining Lot.
11. WATER CLOSETS AND PRIVIES - On no Lot shall any watercloset or privy be erected detached from other buildings.
12. PROHIBITIONS - No house or building erected on any Lot shall be used for the carrying on of any noisy noisome or offensive trade or business whatsoever; nor shall any House, Building or Lot be used for any purposes which may be a nuisance or annoyance to the Company their successors or assigns or to the neighbourhood.
13. GRAVEL &c - Upon no Lot shall any person excavate any gravel clay or any material of any kind whatsoever nor shall any brickmaking be carried on on the property; nor shall any sale of building materials be held on any lot.
14. RIGHTS RESERVED - The Company reserve the right of allowing a departure from these Stipulations in any one or more cases.

NOTE 1:- The copy of the Second Schedule supplied on first registration was incomplete.

-NOTE 2:- Copy abstracted Deed plan filed.

End of register

HM Land Registry Current title plan

Title number **HD445111**
Ordnance Survey map reference **TQ1998SW**
Scale **1:1250**
Administrative area **Hertfordshire : Hertsmere**



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The land tinted green is not included in this title.



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

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD445111

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (21.09.2005) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land and buildings comprising part of Thirsk Road, land and buildings on the East side of Thirsk Road, land on the West side of Thirsk Road, land and buildings comprising Stanborough Close and land comprising Bankston Path, Borehamwood.

NOTE: The land tinted green on the title plan is not included in the title.

- 2 (21.09.2005) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.
- 3 (21.09.2005) By Transfers and Conveyances of adjacent or neighbouring land pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.
- 4 (21.09.2005) The land has the benefit of such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were reserved by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.

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 (21.09.2005) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

- 1 (21.09.2005) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring

Title number HD445111

C: Charges Register continued

properties disposed of by Hertsmere Borough Council or its predecessors in title.

- 2 (21.09.2005) The land is subject to the rights granted by a Deed of Grant dated 5 June 1996 made between (1) Hertsmere Borough Council and (2) Peter Leslie Hedges.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

- 3 (21.09.2005) 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.

Schedule of notices of leases

- | | | | | |
|---|---------------|----------------------------|---------------|----------|
| 1 | 21.09.2005 | Land adjoining Cowley Hill | 03.04.1991 | |
| | Edged and | Free Church, Stanborough | 50 years from | |
| | numbered 1 in | Close | 03.04.1991 | |
| | blue | | | |
| 2 | 18.11.2010 | 140-142 Thirsk Road | 09.11.2010 | HD505050 |
| | Edged and | | 10 years from | |
| | numbered 2 in | | 9.11.2010 | |
| | blue | | | |

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 10:07:39. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD445305

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (27.09.2005) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the South side of London Road, Bushey.
- 2 (27.09.2005) The land has the benefit of such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were reserved by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.
- 3 (27.09.2005) The land has the benefit of the rights granted by but is subject to the rights reserved by a Deed of Grant dated 30 November 1979 made between (1) Hertsmere Borough Council and (2) The Secretary of State for Social Services.

-NOTE: Copy filed.

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 (27.09.2005) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

- 1 (27.09.2005) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.
- 2 (27.09.2005) A Conveyance of the land in this title and other land dated 14 March 1928 made between (1) The County Council of The Administrative County of Hertford and (2) The Urban District Council of Bushey contains restrictive covenants.

-NOTE: Copy filed.

Title number HD445305

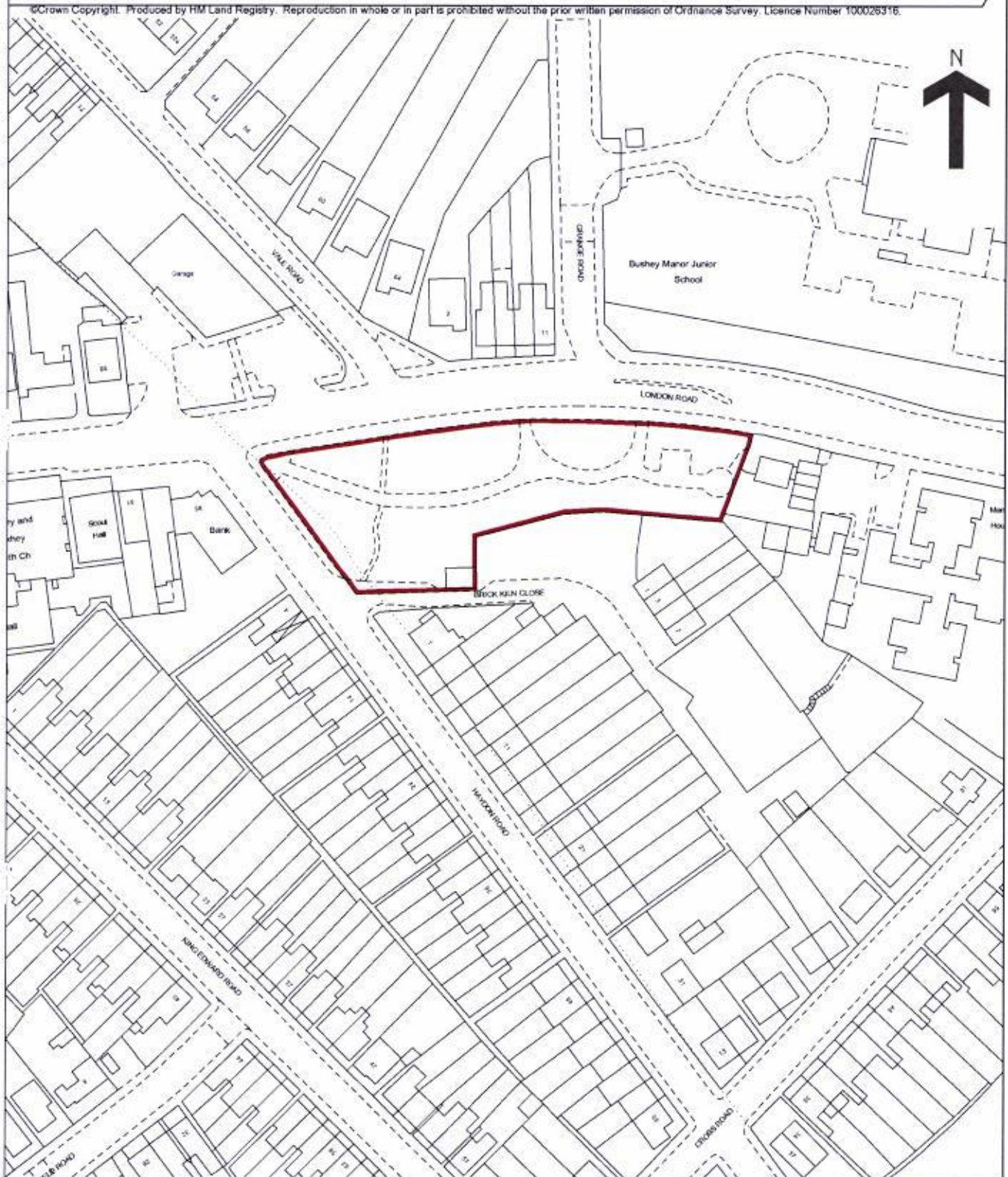
End of register

HM Land Registry Current title plan

Title number **HD445305**
Ordnance Survey map reference **TQ1295SW**
Scale **1:1250**
Administrative area **Hertfordshire : Hertsmere**



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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 8 OCT 2018 AT 10:49:58. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD316044

There is/are applications(s) pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (18.04.1928) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the North of Aldenham Road, Bushey.
- 2 A Transfer of the land edged blue on the filed plan and other land dated 14 February 1958 made between (1) Albert James Agg and (2) The County Council of the Administrative County of Hertford contains the following exception and reservation and the registration of the land edged blue on the filed plan takes effect subject thereto:-

"EXCEPT AND RESERVING out of this present transfer any easement or right of light air or otherwise which would restrict or interfere with the free use of the residue of the land comprised in the title above referred to for building or any other purpose."
- 3 The land edged yellow on the filed plan has the benefit of the following rights excepted and reserved by the Transfer dated 30 June 1983 referred to in the Charges Register.

"except and reserving the easements and other rights specified in the second schedule hereto

SECOND SCHEDULE

1. All rights of drainage and passage of gas electricity water and soil through any pipes watercourses gutters downpipes electricity and telephone cables laid in under or over the property and which serve not only the land hereby transferred but also adjoining or neighbouring land of the Transferor
2. A right for the Transferor and its successors and assigns within eighty years from the date hereof to connect up to any such pipes watercourses gutters downpipes electricity and telephone cables and water pipes as are referred to in the immediately preceding paragraph
3. For the purpose of inspecting repairing maintaining and cleansing the private sewers drains pipes watercourses gutters and downpipes electricity and telephone cables gas and water pipes used jointly with the land hereby transferred by adjoining or neighbouring land the right for the Transferor and all persons authorised by it and the Owners or occupiers of such adjoining or neighbouring land to enter upon the land hereby transferred causing as little damage as possible and making good all damage done or occasioned by the exercise of such right
4. The right at any time or times hereafter to obstruct the access of light or air to any building for the time being erected or standing upon the land hereby transferred by erecting or altering any building or other structure on any adjoining land.
5. A right of way at all times and for all purposes with or without vehicles over the access road situate on the land hereby transferred to

A: Property Register continued

and from the adjoining land of the Transferor which now comprises the site of the Bushey Hill School and its detached playing field and rights of access to and egress from the facilities situate on the land hereby transferred which are to be used by the Transferor

6. A right to enter upon the land hereby transferred at all times to retain a store for gas cylinders for emergency heating of the schools of the Transferor and the existing grounds maintenance facilities which shall be located in a position to be agreed by the Transferor and Transferee."

- 4 (21.02.1994) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 30 December 1993 referred to in the Charges Register.

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 (21.02.1994) Proprietor: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts, WD6 1WA.

C: Charges Register

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

- 1 The land is subject to the rights relating to the laying and maintenance of pipes and ancillary apparatus thereto in the approximate position shewn by yellow tinting on the filed plan and granted by a Deed dated 24 October 1969 made between (1) The County Council of the Administrative County of Hertford and (2) Eastern Gas Board. The said Deed also contains restrictive covenants.

-NOTE:-Copy filed under HD18735.

- 2 The land is subject to the rights granted by a Deed dated 16 June 1971 made between (1) The Secretary of State for Defence and (2) Eastern Gas Board relating to the Construction use and maintenance of two underground gas pipes. The said Deed also contains a restrictive covenant.

-NOTE:-Copy filed under HD9337.

- 3 The land edged yellow on the filed plan is subject to the following rights granted by a Transfer of the land adjoining the north eastern and north western boundary thereof dated 30 June 1983 made between (1) The Hertfordshire County Council (Transferor) and (2) The Mayor and Burgesses of the London Borough of Lambeth (Transferee):-

"together with (so far as the Transferor can grant the same) the easements specified in the first schedule hereto

FIRST SCHEDULE

1. So far as the Transferor can grant the same the right of free passage and running of water and soil (in common with the Transferor and all other persons entitled thereto) by and through the channels drians pipes and sewers in or under the neighbouring land of the Transferor

2. Any other rights licensses easements or quasi easements (so far as the Transferor can grant the same) as are at present appurtenant to or enjoyed with the land hereby transferred."

C: Charges Register continued

- 4 (21.02.1994) A Transfer of the land in this title dated 30 December 1993 made between (1) The County Council of the Administrative County of Hertford and (2) Hertsmere Borough Council contains restrictive covenants.

NOTE 1:-Where relevant, the provisions contained in the earlier documents or registers referred to in the above deed are set out in the registers of this title.

-NOTE 2:-Copy Transfer filed; copy Agreement dated 30 December 1993 filed.

- 5 (26.02.1999) 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.

- 6 (05.08.2002) The land is subject to the rights granted by a Deed of Grant of Easement dated 2 August 2002 made between (1) Hertsmere Borough Council and (2) Thames Water Utilities Limited.

The said Deed also contains restrictive covenants by the grantor.

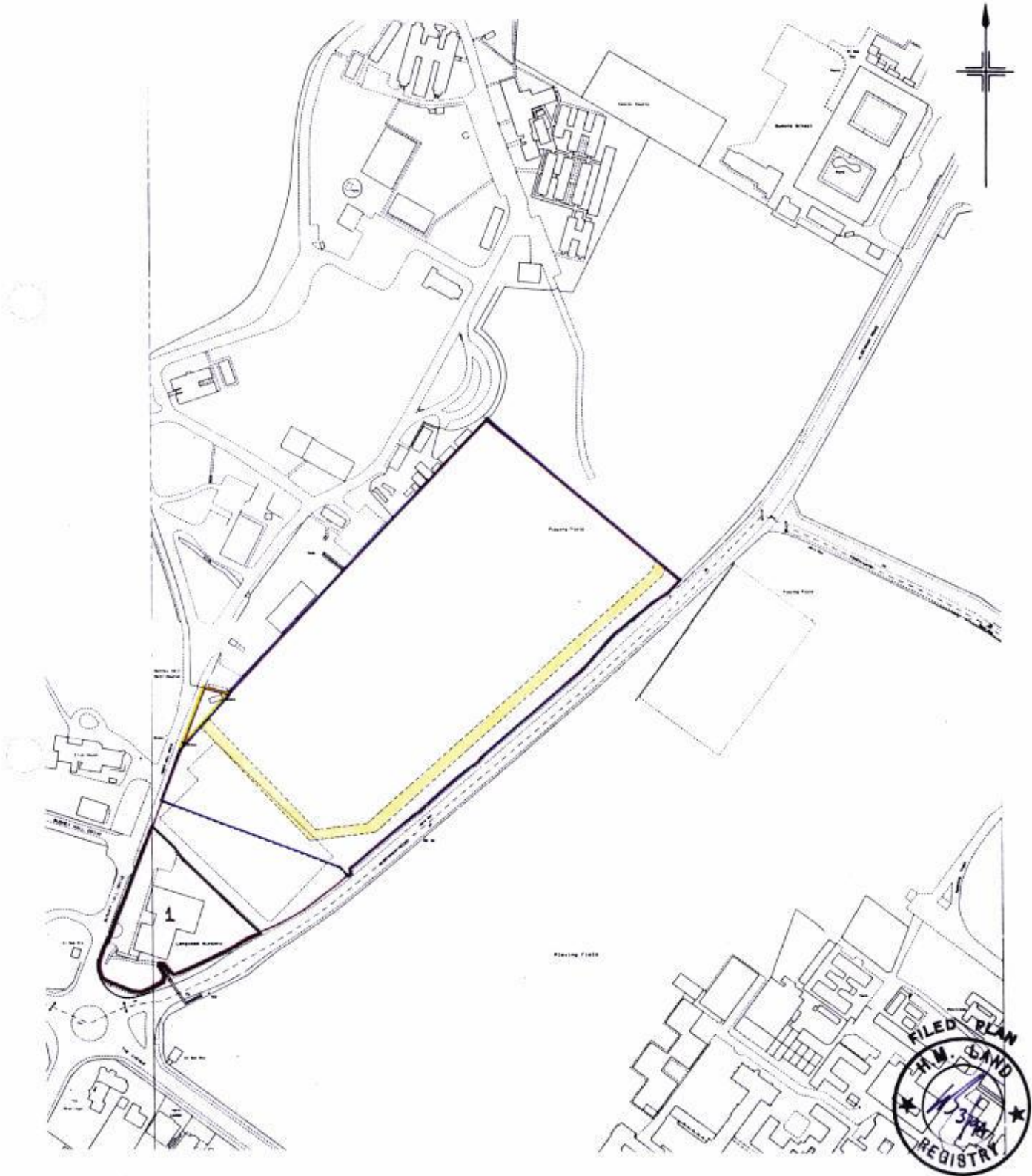
-NOTE: Copy filed.

Schedule of notices of leases

1	26.2.1999	Longwood School and Nursery	5.2.1999	HD373258
	Edged & No'd 1		25 years from	
	in brown		1.1.1998	

End of register

H.M. LAND REGISTRY		TITLE NUMBER
		HD316044
ORDNANCE SURVEY PLAN REFERENCE	TQ 1296 SW TQ 1296 SE TQ 1296 NE	Scale 1/2500
COUNTY HERTFORDSHIRE	DISTRICT HERTSMERE	© Crown copyright



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THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 10:10:56. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD445263

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (26.09.2005) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the South West side of Herkomer Road, Bushey.
- 2 (26.09.2005) An Agreement dated 30 September 1944 made between (1) The Council for The urban District of Bushey and (2) Herga Constructions Limited contains a provision as to light or air.

-NOTE: Copy filed.
- 3 (26.09.2005) The Agreement dated 30 September 1944 referred to in the Charges Register contains a provision as to boundary structures.

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 (26.09.2005) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.
- 2 (26.09.2005) A Conveyance of the land in this title and other land dated 12 March 1937 made between (1) David John Williams and Ernest Charles Morgan (Vendors) and (2) The Urban District Council of Bushey contains purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Conveyance dated 12 March 1937 referred to in the Proprietorship Register:-

"The Council hereby covenant with the Vendors that they the Council will within three months from the date hereof erect a satisfactory fence between the points marked "A.B" and "C.D" in the plan attached hereto".

NOTE: The points marked "A.B" and "C.D" referred to above are reproduced on the title plan.

C: Charges Register

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

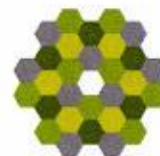
- 1 (26.09.2005) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.
- 2 (26.09.2005) A Conveyance dated 2 November 1891 made between (1) The Reverend Henry Edward Arkell and others and (2) Hubert Von Herkomer contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 3 (26.09.2005) The land is subject to the rights granted by an Agreement dated 30 September 1944 made between (1) Herga Constructions Limited and (2) The Council for The Urban District of Bushey.

-NOTE: Copy filed.

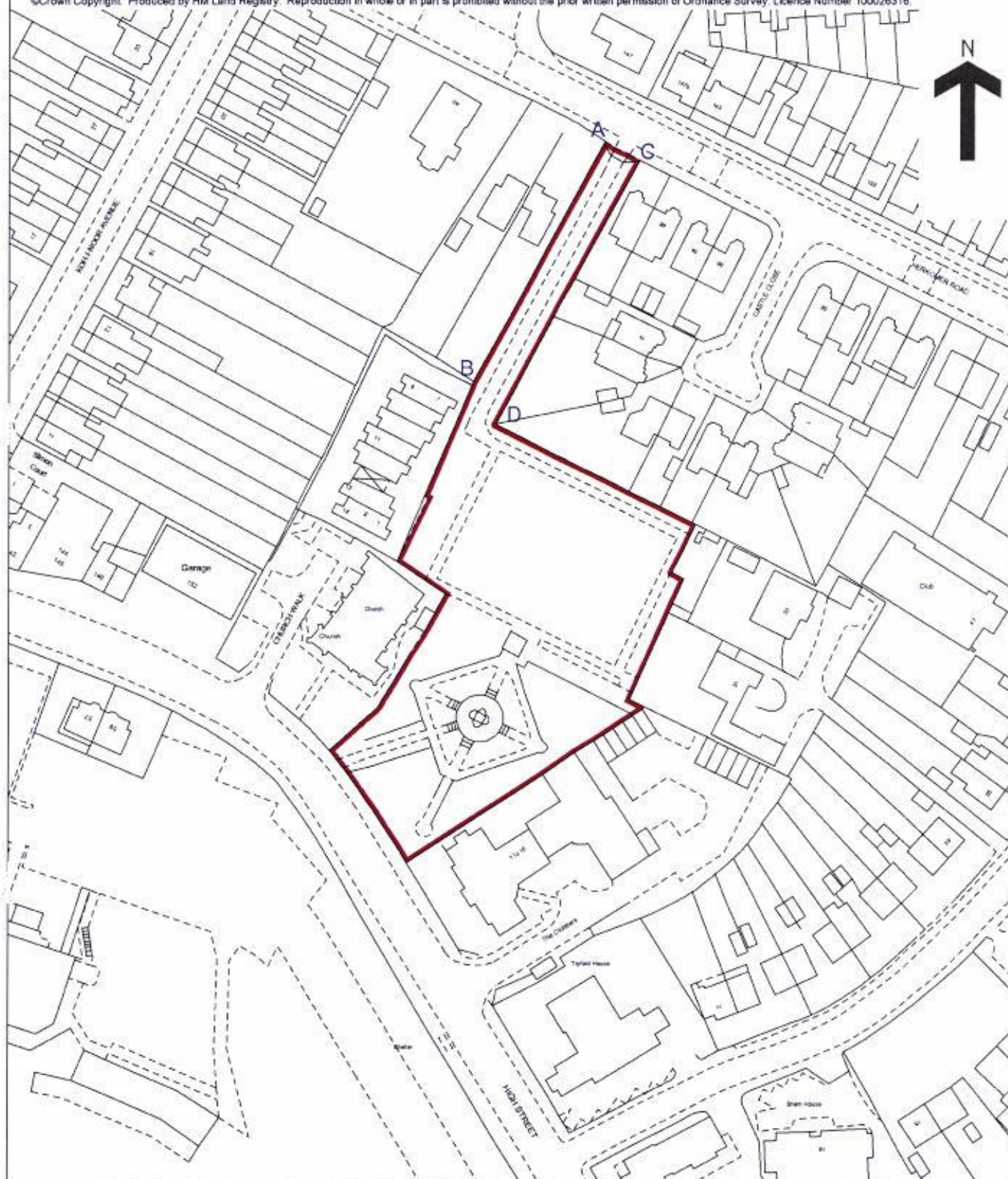
End of register

HM Land Registry Current title plan

Title number **HD445263**
Ordnance Survey map reference **TQ1395SE**
Scale **1:1250**
Administrative area **Hertfordshire : Hertsmere**



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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 10:12:53. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD14763

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the North of Bendysh Road, Bushey.
- 2 The Deed of Exchange dated 10 August 1938 mentioned in the Charges Register contains the following right and this registration takes effect subject thereto:-

"Full right and liberty for the Company at all times hereafter by their duly authorised servants agents and others to enter upon the hereditaments hereby conveyed to the said Robert Currie Campbell and upon the said lands coloured green on the said plan for the purpose of inspecting all industrial premises established on the said lands or any part or parts thereof and of ascertaining that the restrictions and stipulations herein contained are being observed AND with the further right for the Company and its servants agents and others to enter thereon at all necessary times for the purpose of remedying any breaches of such restrictions and stipulations."

NOTE: The lands coloured green include the land tinted blue on the filed plan.

- 3 (10.01.1994) 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.
- 4 (10.01.1994) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered HD314593 in green on the filed plan dated 30 December 1993 made between (1) Hertsmere Borough Council and (2) Ruddy Developments Limited.

-NOTE: Copy filed under HD314593.

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 (17.05.1956) PROPRIETOR: URBAN DISTRICT COUNCIL OF BUSHEY of Council Offices, Rudolph Road, Bushey, Herts.

C: Charges Register

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

- 1 A Deed of Exchange dated 10 August 1938 which affected the land tinted blue on the filed plan and made between (1) Robert Currie Campbell and (2) The Colne Valley Water Company (Company) contains restrictive covenants.

-NOTE: Particulars of covenants filed under HD3691.
- 2 A Deed of Exchange dated 3 March 1939 which affected the land tinted blue on the filed plan made between (1) Robert Currie Campbell (Mr.Campbell) (2) Harold Barfield (Mortgagee) and (3) Spiers and Pond Limited contains restrictive covenants.

-NOTE: Copy Particulars of covenants filed under HD3691.
- 3 A Transfer dated 19 October 1949 which included the land tinted blue on the filed plan by (1) Spiers and Pond Limited and (2) Arnold Greening contains restrictive covenants.

-NOTE: Copy filed under HD3691.
- 4 A Transfer dated 19 October 1949 which included the land tinted pink on the filed plan by (1) Spiers and Pond Limited to (2) Arnold Greening contains restrictive covenants.

-NOTE: Copy filed under HD8217.
- 5 A Transfer dated 8 May 1956 made between (1) Arnold Greening and (2) The Urban District Council of Bushey contains restrictive covenants.

-NOTE: Copy filed.
- 6 The part of the land affected thereby is subject to the rights granted by a Deed dated 12 December 1969 made between (1) The Council of The Urban District of Bushey and (2) Eastern Gas Board relating to construction Maintenance and use of a gas main or pipe and other works thereunder. The said Deed contains covenants ancillary to the rights granted thereby.

-NOTE: Copy filed.

End of register

H.M. LAND REGISTRY

Scale 1/2500.

The boundaries shown by dotted lines have been plotted from the transfer plan and are subject to revision on survey



Parish BUSHEY.....
O.S. Sheet HERTS. XLIV. 2
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Filed Plan of Title No. HD 1 4763

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD561129

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (14.05.1998) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land on the east side of Park Avenue, Bushey.
- 2 (30.01.2017) A Transfer of the land in this title dated 16 January 2017 made between (1) Howarth Homes (Farnham Close) Limited and (2) Hertsmere Borough Council contains a provision as to light or air.

-NOTE:-Copy filed.

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 (30.01.2017) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood WD6 1WA.
- 2 (30.01.2017) The value stated as at 30 January 2017 was £67,000.

C: Charges Register

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

- 1 (30.01.2017) The land is subject to rights of drainage and rights in respect of the supply of water, gas, electricity and other services.
- 2 (30.01.2017) The roads and footpaths included in the title are subject to rights of way.
- 3 (14.05.1998) The part of the land affected thereby is subject to the rights granted by a Deed dated 24 October 1969 made between (1) The County Council of The Administrative County of Hertford and (2) Eastern Gas Board relating to construction Maintenance and use of a gas main or pipe and other works thereunder. The said Deed also contains covenants by the grantor.

NOTE 1: Clauses 2(iv) (v) and (vi) are illegible. The following is purported to be a manuscript copy of the same

"Clause 2

(iv) The Board shall keep the Grantor indemnified against all actions,

C: Charges Register continued

claims or demands arising by reason of the exercise of the easements hereby granted or of any failure to keep the said works in proper repair and condition as aforesaid (except any such actions, claims or demands as may be occasioned by the default or wrongful act of the Grantor, its servants or agents).

PROVIDED that the Grantor shall not settle or compromise any such action, claim or demand as is referred to in this sub-clause without the prior consent of the Board.

(v) The Board shall pay all rates and taxes which may be imposed in respect of the said works or the easements hereby granted.

(vi) The Board shall pay the costs incurred by both parties in the."

-NOTE 2: Copy Deed filed under HD365144.

- 4 (25.09.2006) A Transfer of the land in this title and other land dated 24 August 2006 made between (1) Westnorth Limited (Transferor) and (2) Zog Investments Limited (Transferee) contains covenants.

-NOTE: Copy filed under HD365144.

End of register

HM Land Registry Current title plan

Title number **HD561129**
Ordnance Survey map reference **TQ1196NE**
Scale **1:1250**
Administrative area **Hertfordshire : Hertsmere**



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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 10:16:23. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD432378

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (20.07.2004) 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 west side of Hartspring Lane, Bushey.
- 2 (05.01.2005) 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.
- 3 (05.01.2005) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered HD437630 in green on the title plan dated 1 November 2004 made between (1) Hertsmere Borough Council and (2) Paddington Churches Housing Association Limited.

-NOTE: Copy filed under HD437630.
- 4 (02.12.2009) The land has the benefit of the rights reserved by a Transfer of the land edged and numbered HD437630A in green on the title plan dated 16 November 2009 made between (1) Hertsmere Borough Council and (2) Paddington Churches Housing Association Limited.

-NOTE:-Copy filed under HD437630.

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 (20.07.2004) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Hertfordshire, WD6 1WA.

C: Charges Register

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

- 1 (20.07.2004) The land is subject to the rights granted by a Deed of Grant dated 30 September 1939 made between (1) The Urban District Council of Bushey and (2) The Colne Valley Sewerage Board.

-NOTE: Copy filed.
- 2 (20.07.2004) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.

Title number HD432378

C: Charges Register continued

The leases grant and reserve easements as therein mentioned.

Schedule of notices of leases

1	20.07.2004	Land and buildings edged and numbered 2 in blue	Hartspring Lane, Bushey	19.03.1992 125 years from 19.3.1992	HD297806
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End of register



Map scale 1:2500

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Data last updated 10:00pm 12 DECEMBER, 2018



Title number	Estate information	Address
HD432378	Freehold	LAND AT HARTSPRING LANE, BUSHEY

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 11:33:31. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD32518

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (12.07.1957) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land at Sparrow Herne
- 2 The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 11 November 1987 referred to in the Charges Register.
- 3 The land has the benefit of the following rights granted by a Deed dated 18 August 1988 made between (1) RC Watson & Co (Construction) Limited (Grantor) and (2) Hertsmere Borough Council (Grantee):-

The Grantor as Beneficial Owner HEREBY GRANTS unto the Grantee ALL THAT the right for the Grantee and its successors in title the owners and occupiers from time to time of the land edged blue on the plan annexed hereto:

(1) for the Grantee its servants and all other persons authorised by them to pass and re-pass on foot only over and along the accessway coloured yellow for all purposes connected with the use and enjoyment of the land edged blue for the purposes of leisure and recreation

(2) for the Grantee and its servants and other persons authorised by it to pass and re-pass at all times over the said accessway coloured yellow with such vehicles and machinery as are necessary for the maintenance of the land edged blue and its upkeep TO HOLD unto the Grantor in fee simple as appurtenant to the land edged blue.

NOTE:-The accessway coloured yellow referred to leads from the land comprised in title HD43219 to Larken Drive. The land in this title and HD43129 comprises the land edged blue referred to.

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 (16.11.1987) Proprietor(s): HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts, WD6 1WA.

C: Charges Register

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

Title number HD32518

- 1 The land is subject to rights to use any drains sewers watercourses pipes cables and wires included therein.
- 2 A Transfer of the land in this title and other land dated 11 November 1987 made between (1) Hertfordshire County Council and (2) Hertsmere Borough Council contains restrictive covenants.

-NOTE: Copy in Certificate.

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 11:34:48. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD43129

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (18.12.1959) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the South East side of Larken Drive, Sparrow Herne, Bushey.
- 2 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.
- 3 The land has the benefit of the following rights reserved by the Transfer dated 21 November 1984 referred to in the Charges Register:-

"The land is sold subject to the exceptions and reservations specified in the First Schedule hereto

THE FIRST SCHEDULE hereinbefore referred to

1. All rights of way drainage and passage of gas electricity water and soil through any pipes watercourses gutters downpipes electricity and telephone cables laid in under or over the property and which serve not only the land but also adjoining or neighbouring property or properties
2. A right for the Vendor and its successors and assigns within 80 years from the date hereof to connect up to any such pipes watercourses gutters downpipes electricity and telephone cables and water pipes as are referred to in paragraph 1 above
3. For the purpose of inspecting repairing maintaining and cleansing the private sewers drains pipes watercourses gutters and downpipes electricity and telephone cables gas and water pipes used jointly with the land by adjoining or neighbouring properties the right for the Vendor and all persons authorised by the Vendor and the owners or occupiers of such adjoining or neighbouring property or properties to enter upon the property doing as little damage as possible and making good all damage done or occasioned to the land by the exercise of such rights
4. The right at any time or times hereafter to obstruct the access of light or air to any building for the time being erected or standing upon the property by erecting or altering any building or other structure on any land adjoining the property"
- 4 The land has the benefit of the rights excepted and reserved by the Transfer dated 21 November 1984 which are identical with those in the Transfer dated 21 November 1984 referred to above.
- 5 The filed plan has been amended along the south-western boundary of the land edged and numbered HD188882 in green.
- 6 The land has the benefit of the rights granted expressed to be granted by but is subject to the exceptions and reservations contained in the Transfer dated 11 November 1987 referred to in the Charges Register.

A: Property Register continued

- 7 The land has the benefit of the following rights granted by a Deed dated 18 August 1988 made between (1) R.C. Watson & Co (Construction) Limited (Grantor) and (2) Hertsmere Borough Council (Grantee):-

The grantor as Beneficial Owner HEREBY GRANTS unto the Grantee ALL THAT the right for the Grantee and its successors in title the owners and occupiers from time to time of the land edged blue on the plan annexed hereto:

(1) for the Grantee its servants and all other persons authorised by them to pass and re-pass on foot only over and along the accessway coloured yellow for all purposes connected with the use and enjoyment of the land edged blue for the purposes of leisure and recreation

(2) for the Grantee and its servants and other persons authorised by it to pass and repass at all times over the said accessway coloured yellow with such vehicles and machinery as are necessary for the maintenance of the land edged blue and its upkeep TO HOLD unto the Grantor in fee simple as appurtenant to the land edged blue.

NOTE:-The accessway coloured yellow referred to leads from the North Eastern boundary of the land in this title to Larken Drive. The land in this title forms part of the land edged blue referred to.

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 (16.11.1987) Proprietor: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts., WD6 1WA.

C: Charges Register

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

- 1 The land is subject to rights of drainage and rights in respect of water, gas and electricity supply services.
- 2 The land is subject to the following rights granted by a Transfer of the land edged and numbered hd188881 in green on the filed plan dated 21 November 1984 made between (1) The Hertfordshire County Council (Vendor) and (2) R C Watson & Co (Construction) Limited (Purchaser):-
- "TOGETHER WITH so far as the Vendor can grant the same the right of free passage and running of water and soil in common with the Vendor and all other persons entitled thereto by and through the channels drains pipes and sewers in or under the neighbouring land of the Vendor
- Any other rights licences easements or quasi-easements so far as the Vendor can grant the same as are present appurtenant to or enjoyed with the property"
- 3 The land is subject to the rights granted by a Transfer of the land edged and numbered HD188889 in green on the filed plan dated 21 November 1984 made between (1) The Hertfordshire County Council (Vendor) and (2) Garberville Trading Company Limited (Purchaser) which are identical with those granted by the Transfer dated 21 November 1984 referred to above.
- 4 A Transfer of the land in this title and other land dated 11 November 1987 made between (1) Hertfordshire County Council and (2) Hertsmere Borough Council contains a restrictive covenant.

-NOTE:-Copy in Certificate. Original filed under HD32518.

Title number HD43129

End of register

H. M. LAND REGISTRY

NATIONAL GRID PLAN TQ 1494 SECTION B
(HERTFORDSHIRE)

Scale 1/1250

BUSHEY PARISH

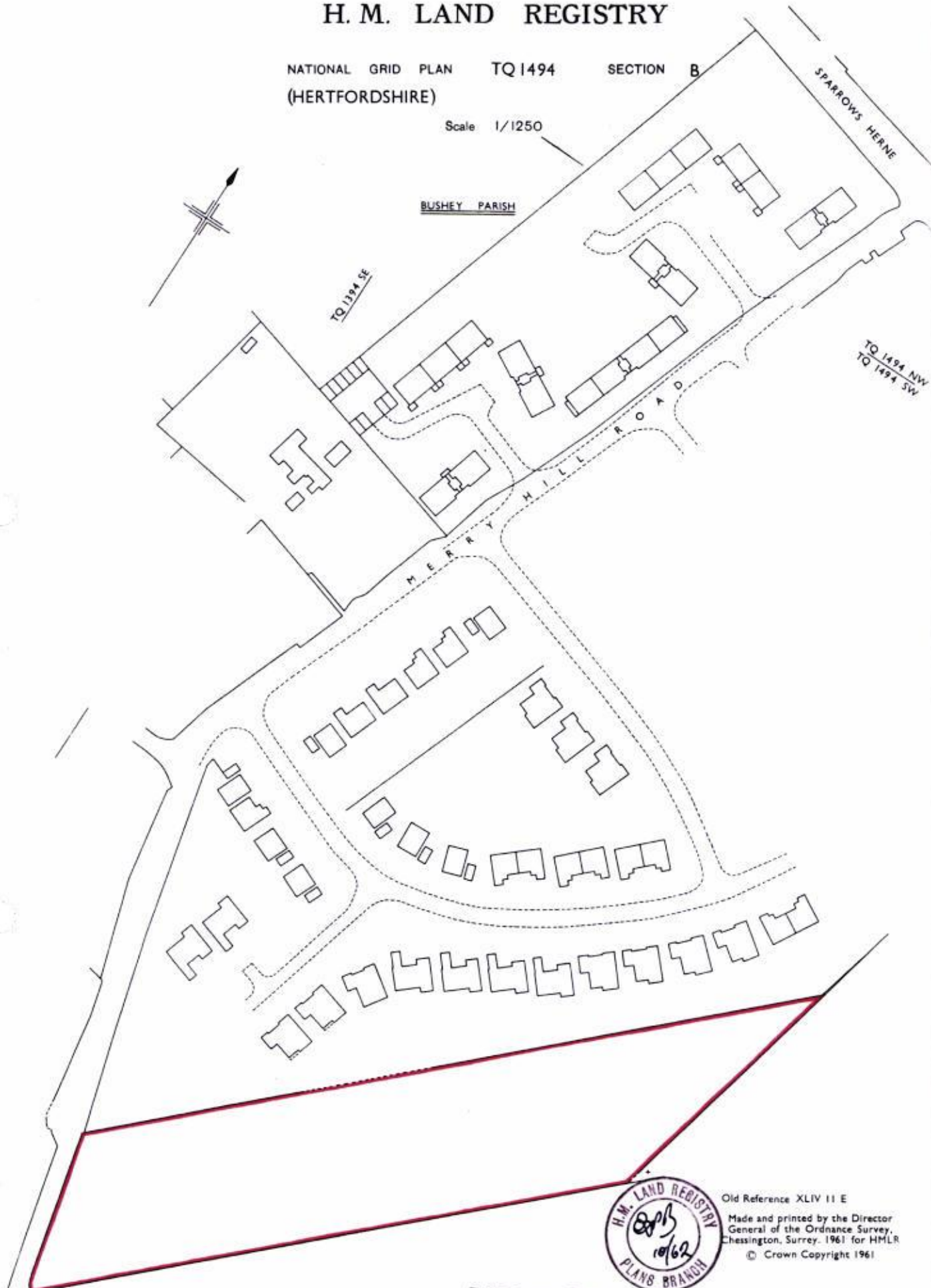
SPARROWS HERNE

TQ 1394 DE

TQ 1494 NW
TQ 1494 SW

HILL ROAD

MERRY



Old Reference XLIV 11 E
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Filed Plan of Title No. **HD32518**

This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 December 2018 at 11:34:09. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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H. M. LAND REGISTRY

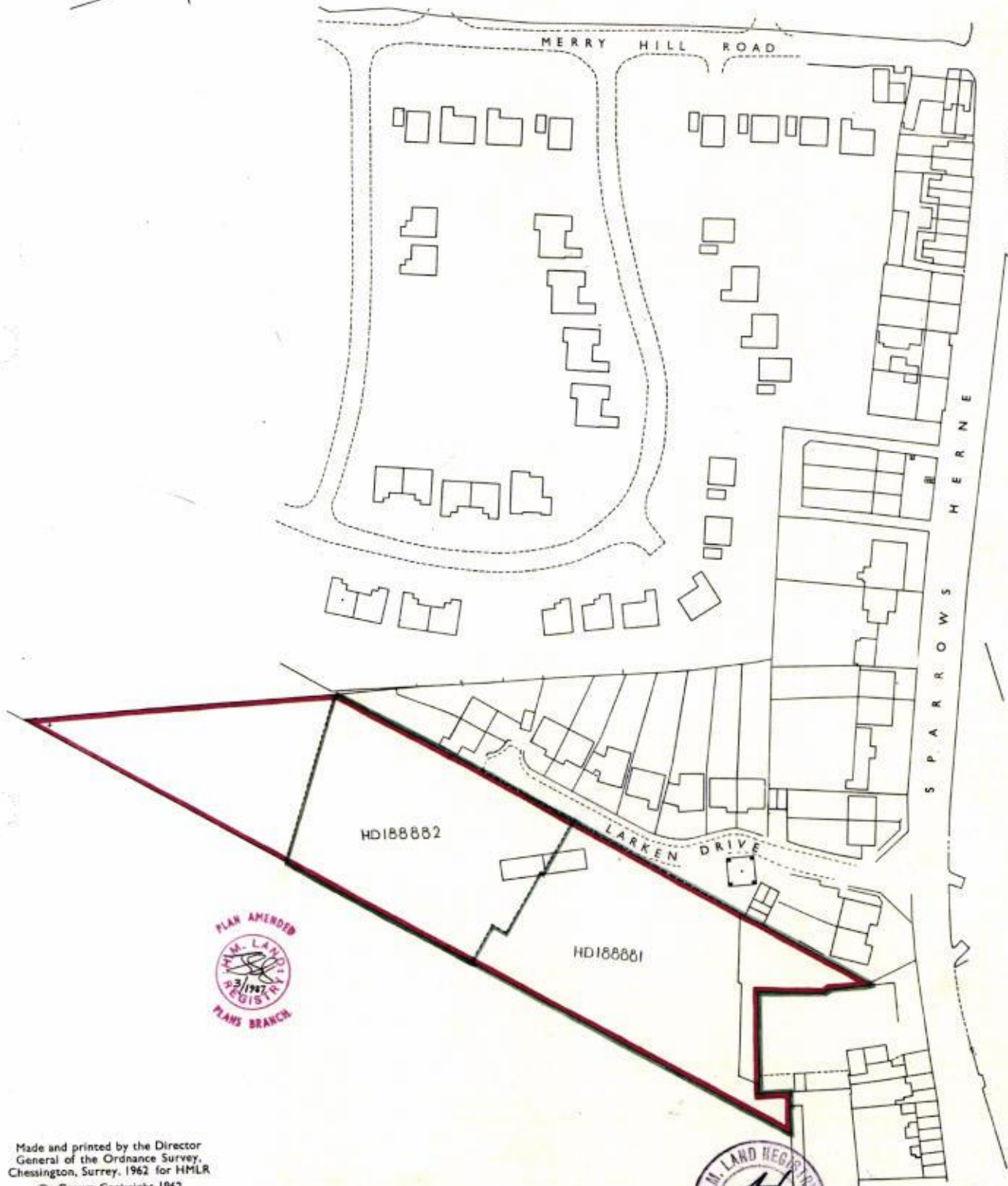
NATIONAL GRID PLAN TQ1494 SECTION E
(HERTFORDSHIRE)

Scale 1/1250

2/2
2/2



BUSHEY PARISH



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Filed Plan of Title No. **HD 43129**



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 December 2018 at 11:36:07. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD432314

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being King George Recreation Ground, Catsey Lane, Bushey.
- 2 (19.07.2004) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.
- 3 (26.07.2005) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

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: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Hertfordshire WD6 1WA.

C: Charges Register

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

- 1 (19.07.2004) A Conveyance of the land tinted pink and blue and other land dated 30 June 1911 made between (1) Charles Kempson (Vendor) and (2) The Urban District Council of Bushey (Council) contains the following covenants:-

"AND the Council for themselves and their assigns HEREBY COVENANT with the Vendor and his assigns to the intent that this covenant may enure for the benefit of all persons having or claiming title through the Vendor or his Successors in title to any hereditaments adjoining or near to the land hereby granted to which the Vendor is now entitled for any estate or interest that the hereditaments hereby assured shall not at any time be used as or for a yard depot or burial ground or otherwise than as a Public Park or Recreation Ground and that no building shall be erected thereon for any purpose whatsoever other than lodges or caretakers residences or sanitary conveniences or such other buildings as are usual or necessary in a Public Park or Recreation Ground and the Council for themselves and their assigns"
- 2 (19.07.2004) A Conveyance of the land tinted yellow and tinted brown on

C: Charges Register continued

the title plan and other land dated 16 February 1926 made between (1) Charles Kempson and (2) The Urban District of Bushey contains covenants identical with those contained in the Conveyance dated 30 June 1911 referred to above.

- 3 (19.07.2004) The land tinted brown on the title plan is subject to the following rights reserved by the Conveyance dated 16 February 1926 referred to above:-

"Such part of the property hereby conveyed as is coloured blue on the said plan is conveyed subject to the right of way thereover granted by the Vendor to George Jaggard the Purchaser of the land on either side thereof his heirs and assigns and his and their tenants and servants and all persons authorised by him or them"

NOTE: The land coloured blue referred to is tinted brown on the title plan.

- 4 (19.07.2004) A Deed dated 24 April 1953 made between (1) The Urban District Council of Bushey and (2) The County Council of the Administrative County of Hertford contains restrictive covenants by the Local Authority affecting the land tinted blue on the title plan.

-NOTE 1: Copy filed

By a Deed dated 22 August 1977 made between (1) Hertsmeire Borough Council and (2) Hertfordshire County Council the said covenants were expressed to be varied.

-NOTE 2: Copy deed filed.

- 5 (19.07.2004) An Agreement dated 19 October 1998 made between (1) Steven Goldsmith and Simonetta Goldsmith and (2) Hertsmeire Borough Council contains covenants and rights relating to part of a boundary wall.

-NOTE: Copy filed.

- 6 (19.07.2004) 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.

- 7 (03.09.2010) Memorandum of Agreement dated 24 October 1933 made between (1) The Urban District Council of Bushey and (2) The Watford and St Albans Gas Company relates to placing maintaining and inspecting a line of cast iron pipes

-NOTE: Copy filed.

- 8 (03.09.2010) By a Deed dated 11 August 2010 made between (1) National Grid Gas Plc and (2) Hertsmeire Borough Council the Memorandum of Agreement dated 24 October 1933 referred to above was varied as therein mentioned.

-NOTE: Copy filed.

- 9 (29.12.2015) The parts of the land affected thereby are subject to the rights granted by a Lease of the King George Pavilion dated 7 October 2015 referred to in the schedule of leases hereto.

-NOTE: Copy lease filed under HD549579 .

Schedule of notices of leases

1	19.07.2004 Edged and numbered 1 in blue NOTE: This lease includes other land	Land at the rear of 23 King George Avenue, Bushey	27.01.1994 125 years from 27.1.1994	HD316752
2	29.12.2015 Edged and numbered 3 in blue (NSE)	The King George Pavilion	07.10.2015 10 years from 07.10.2015	HD549579

Title number HD432314

Schedule of notices of leases continued

NOTE: See entry in the Charges Register relating to the rights granted by this lease.

3	01.12.2016	Bushey Bowling Club	21.11.2016	HD559383
	Edged and		30 years from	
	numbered 2 in		21.11.2016	
	blue			

End of register



Map scale 1:2500

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Data last updated 10:00pm 12 DECEMBER, 2018



Title number	Estate information	Address
HD432314	Freehold	KING GEORGE RECREATION GROUND CATSEY LANE, BUSHEY BUSHEY BOWLING CLUB CHILTERN AVENUE, BUSHEY LAND ON THE NORTH EAST SIDE OF CATSEY LANE, BUSHEY THE KING GEORGE PAVILION, KING GEORGE RECREATION GROUND CATSEY LANE, BUSHEY LAND ADJOINING, 23 KING GEORGE AVENUE, BUSHEY WD23 4NT

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD445079

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (21.09.2005) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the north-east side of Little Bushey Lane, Bushey.

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 (21.09.2005) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.
- 2 (21.09.2005) A Conveyance dated 21 August 1923 made between (1) The Right Honourable Alban George Henry Baron Aldenham (2) The Right Honourable Alban George Henry Baron Aldenham and others and (3) The Urban District Council of Bushey contains purchasers personal covenants.

-NOTE: Copy filed.

C: Charges Register

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

- 1 (21.09.2005) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.
- 2 (21.09.2005) The land is subject to the rights granted by a Deed of Grant dated 16 June 1967 made between (1) The Urban District Council of Bushey and (2) The County Council of the Administrative Council of Hertford.

-NOTE: Copy filed under HD160775.

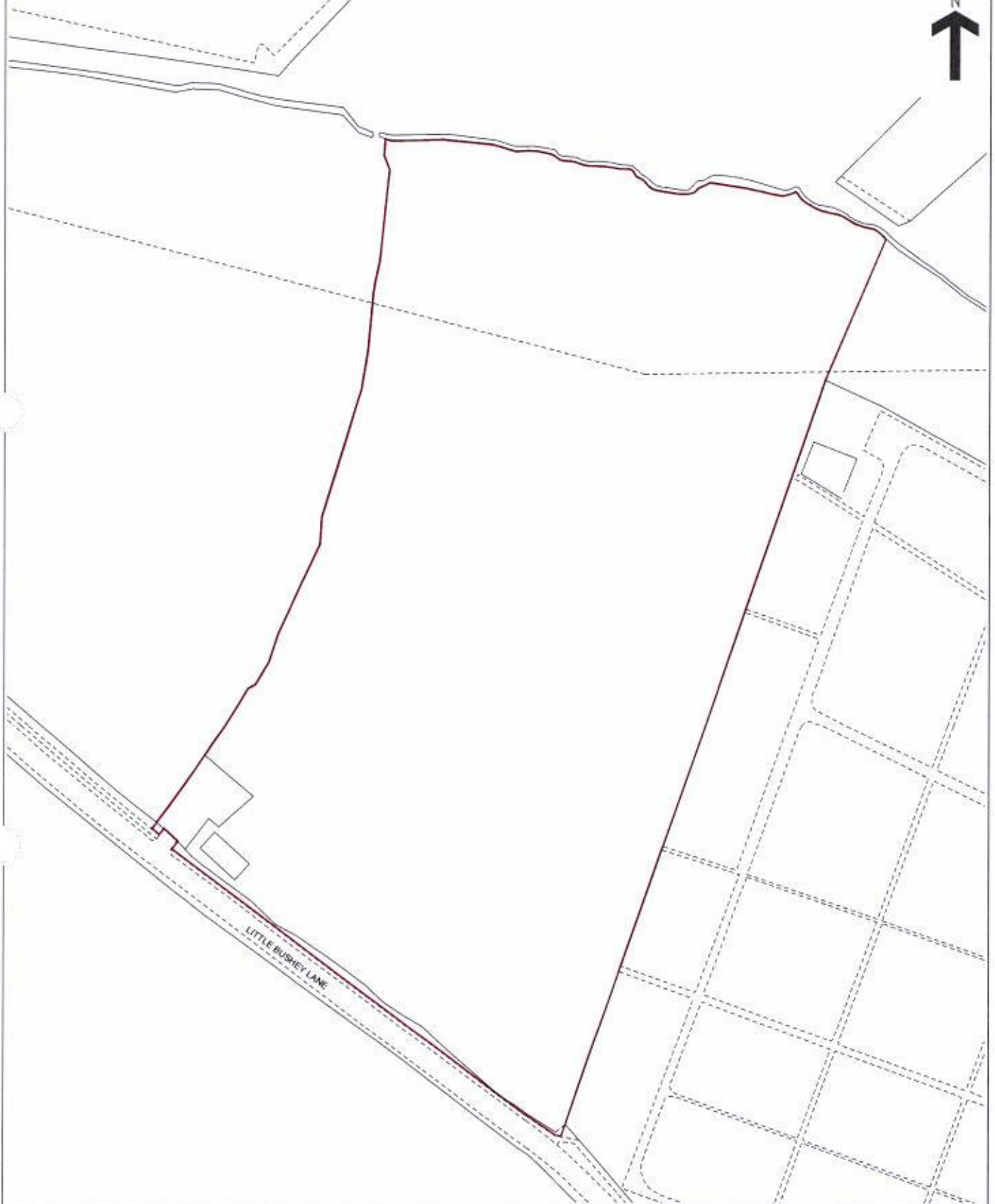
End of register

HM Land Registry
Current title plan

Title number **HD445079**
Ordnance Survey map reference **TQ1397SW**
Scale **1:1250**
Administrative area **Hertfordshire : Hertsmere**



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This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 19 December 2018 at 10:18:30. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 10:19:17. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD29414

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (06.02.1957) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land (with the lake situated thereon) on the North side of The Comyns, Bushey.

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 (12.09.1961) Proprietor(s): THE URBAN DISTRICT COUNCIL OF BUSHEY of Rudolph Road, Bushey, Herts.
- 2 (12.09.1961) RESTRICTION:-Except under an Order of the Registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Local Government Act 1933.

C: Charges Register

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

- 1 The land is subject to rights to use the channels sewers drains and watercourses included therein.
- 2 A Transfer dated 13 April 1961 made between (1) Comben and Wakeling Limited and (2) The Urban District Council of Bushey contains restrictive covenants.

-NOTE: Copy in Certificate.

End of register

H. M. LAND REGISTRY

NATIONAL GRID PLAN TQ1494 SECTION C
(HERTFORDSHIRE)

Scale 1/1250

BUSHEY PARISH



Old Reference XLIV 11 D
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Cheshington, Surrey. 1961 for HMLR
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Filed Plan of Title No. **HD 29414**

This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 19 December 2018 at 10:19:55. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

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THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 16 NOV 2018 AT 14:52:12. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD445339

There is/are applications(s) pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (28.09.2005) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land comprising Millbrook Road and Friars Way, land comprising part of Robin Hood Drive, land on the West side of Millbrook Road, land on the South side of Friars Way and land on the West side of Robin Hood Drive, Bushey.

NOTE: The land tinted green on the title plan is not included in the title.
- 2 (28.09.2005) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.
- 3 (28.09.2005) By Transfers and Conveyances of adjacent or neighbouring land pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.
- 4 (28.09.2005) The land has the benefit of such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were reserved by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.
- 5 (28.09.2005) The land in this title (excluding the land tinted pink on the title plan) has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 30 December 1953 referred to in the Charges Register.

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 (28.09.2005) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

Title number HD445339

- 1 (28.09.2005) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.
- 2 (28.09.2005) A Conveyance of the land in this title (excluding the land tinted pink on the title plan) and other land dated 30 December 1953 made between (1) Dorothy Anne Campbell and (2) Harrow Urban District Council contains restrictive covenants.

-NOTE: Copy filed.
- 3 (28.09.2005) A Conveyance of the land tinted pink on the title plan and other land dated 28 February 1958 made between (1) Dorothy Anne Campbell and (2) The Mayor and Burgesses of The Borough of Harrow contains restrictive covenants.

-NOTE: Copy filed.
- 4 (28.09.2005) The land tinted pink on the title plan is subject to the rights reserved by the Conveyance dated 28 February 1958 referred to above.
- 5 (28.09.2005) 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.
- 6 (27.07.2006) The parts of the land affected thereby are subject to the rights granted by the Lease of an electricity sub-station dated 11 March 1959 referred to in the schedule of leases hereto.

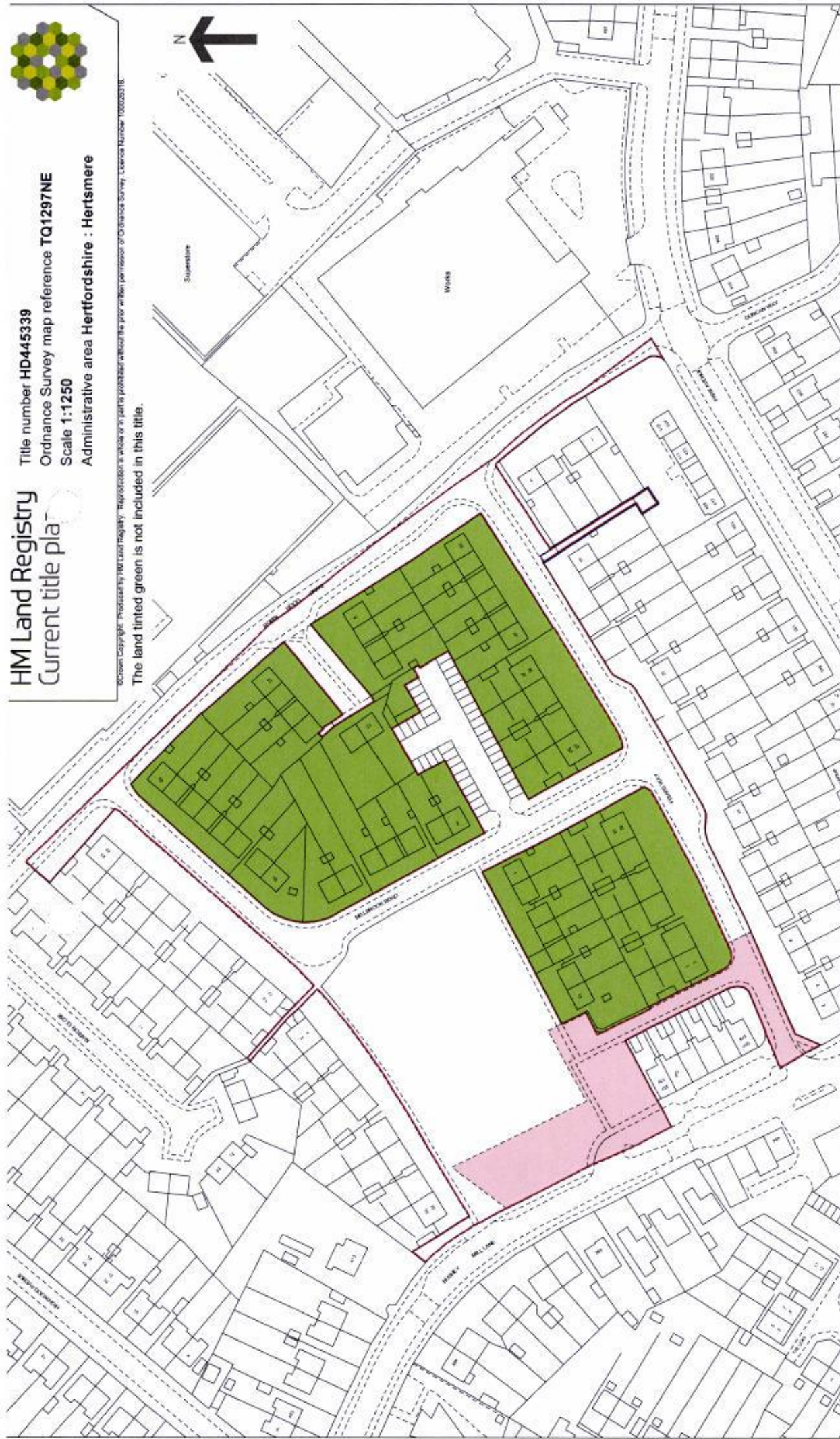
Schedule of notices of leases

1	28.09.2005 HD455173 Edged blue	Electricity Sub-Station	11.03.1959 99 years from 24.06.1958
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NOTE: See entry in the Charges Register relating to the rights granted by this lease.

End of register

The land tinted green is not included in this title.



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 16 November 2018 at 14:52:12. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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



Map scale 1:2500

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Data last updated 10:00pm 12 DECEMBER, 2018



Title number	Estate information	Address
HD433264	Freehold	BUSHEY RANGERS BOYS CLUB BOURNEHALL LANE, BUSHEY WD23 3JU

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD433264

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

1 (12.08.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land on the north west side of Bournehall Avenue, land comprising Herne Road and Cooks Mead, land comprising parts of Melbourne Road, Palmer Avenue and Clapgate Road and Moatfield Recreation Ground, Moatfield Road, Bushey.

NOTE: The land tinted green on the title plan is not included in the title.

2 (12.08.2004) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.

3 (12.08.2004) By Transfers and Conveyances of adjacent or neighbouring land pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.

4 (12.08.2004) The land has the benefit of such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were reserved by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.

5 (22.11.2005) A new title plan based on the latest revision of the Ordnance Survey Map showing an amended extent has been prepared.

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 (12.08.2004) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

2 (06.11.2014) RESTRICTION: No disposition of the part of the registered estate shown tinted blue on the title plan by the proprietor of the registered estate is to be registered without a certificate signed by National Playing Fields Association of 15 Crinan Street, London N1 9SQ or their conveyancer that the provisions of paragraph 4 of The Deed of Dedication dated 18 October 2014 made between (1) Hertsmere Borough Council and (2) National Playing Fields Association have been complied with.

Title number HD433264

C: Charges Register

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

1 (12.08.2004) The part of the land affected thereby is subject to the rights contained in an Agreement dated 2 June 1909 made between (1) The Right Honourable Humphrey Napier Baron Hington and (2) The Urban District Council of Bushey.

-NOTE: Copy filed.

2 (12.08.2004) A Conveyance dated 18 October 1926 made between (1) The Urban District Council of Bushey and (2) William Farren and Arthur Farren contains covenants and stipulations but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

3 (12.08.2004) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.

4 (12.08.2004) 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.

5 (06.11.2014) By a Deed dated 18 October 2014 made between (1) Hertsmere Borough Council and (2) National Playing Fields Association the land in this title tinted blue on the title plan was dedicated to the public as a public playing field and recreation ground.

The said deed contains restrictive conditions.

-NOTE: Copy filed.

Schedule of notices of leases

1	12.08.2004	Part of Moatfield	25.10.1991
	Edged and	Recreation Ground	25 years from
	numbered 1 in		25.10.1991
	blue		

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 10:54:32. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD446099

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (24.10.2005) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land comprising part of Stephenson Way, Link Road and Park Avenue, Bushey.

NOTE: The land tinted green on the title plan is not included in the title.

- 2 (24.10.2005) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.

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 (24.10.2005) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.
- 2 (24.10.2005) A Conveyance of the land in this title and other land dated 19 May 1961 made between (1) Bushey Hall Properties Limited (Vendor) and (2) The Urban District Council of Bushey (Council) contains purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Conveyance dated 19 May 1961 referred to in the Proprietorship Register:-

"2. The Council hereby covenants with the Vendor but by way of indemnity only and only in so far as the same affect the property hereby conveyed or any part thereof and are still subsisting and capable of taking effect that the Council will at all times hereafter duly perform and observe the covenants restrictions stipulations and other obligations contained or referred to in the documents set out in the Schedule hereto and will keep the Vendor and its predecessors in title indemnified against all actions proceedings costs claims and demands whatsoever in respect of the said covenants restrictions stipulations and other obligations or any of them so far as aforesaid

3. IT IS HEREBY AGREED AND DECLARED that the Vendor and its predecessors in title shall not be required to carry out any further

Schedule of personal covenants continued

road works on or through the land hereby conveyed and the Council hereby covenants with the Vendor that it will indemnify and keep indemnified the Vendor and its predecessors in title from and against all liability for making up repairing and maintaining the said roads and the bridge over the River Colne and from all actions proceedings costs claims and demands whatsoever in respect thereof"

NOTE: Where relevant the documents in the Schedule referred to above are set out in the register of this title.

C: Charges Register

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

- 1 (24.10.2005) The land is subject to rights of way.
- 2 (24.10.2005) The land is subject to rights of drainage and rights in respect of the supply of water, gas, electricity and other services granted by transfers of the parts edged and numbered green on the title plan.
- 3 (24.10.2005) The land is subject to such rights and easements as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmeare Borough Council or its predecessors in title.
- 4 (24.10.2005) A Conveyance of the land edged and numbered 1 in blue on the title plan dated 24 February 1903 made between (1) Francis Fisher and Henry Winfield and (2) The Right Honourable Lord Aldenham contains restrictive covenants.

-NOTE: Copy filed.

- 5 (24.10.2005) The parts of the land affected thereby are subject to the rights contained in a Conveyance dated 25 May 1923 made between (1) The Right Honourable Alban George Henry Baron Aldenham (2) The Right Honourable Alban George Henry Baron Aldenham and others and (3) The Colne Valley Water Company.

By a Deed dated 8 March 1924 made between (1) The Right Honourable Alban George Henry Baron Aldenham (2) The Right Honourable Alban George Henry Baron Aldenham and others and (3) The Colne Valley Water Company the rights referred to in the Conveyance dated 25 May 1923 referred to above were released and varied as therein mentioned.

-Copy Deeds filed.

- 6 (24.10.2005) The land was conveyed subject to the matters contained in a Deed of Grant dated 11 February 1937 made between (1) The Bushey Hall Gravel Company Limited and (2) The Central Electricity Board but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 7 (24.10.2005) A Conveyance of land adjoining part of the eastern boundary of the land tinted pink on the title plan dated 10 August 1938 made between (1) Robert Currie Campbell and (2) The Colne Valley Water Company contains covenants by the vendor.

-NOTE: Copy abstract filed.

- 8 (24.10.2005) A Deed of Exchange dated 10 August 1938 made between (1) Robert Currie Campbell and (2) The Colne Valley Water Company contains restrictive covenants.

NOTE 1: No Colour copy of the plan was supplied on first registration

-NOTE 2: Copy abstract filed.

- 9 (24.10.2005) A Conveyance dated 27 September 1938 made between (1) Frank Edward Newman and (2) Robert Currie Campbell contains subjective easements and restrictive covenants and other matters but neither the original deed nor a certified copy or examined abstract thereof was

C: Charges Register continued

produced on first registration.

- 10 (24.10.2005) A Deed of Exchange dated 26 October 1938 made between (1) Robert Currie Campbell and (2) The Colne Valley Water Company contains restrictive covenants.

NOTE 1: Points "A" "B" "C" "D" and "E" were not shown on the plan supplied on first registration

-NOTE 2: Copy abstract filed.

- 11 (24.10.2005) The parts of the land affected thereby are subject to the rights granted by a Deed of Grant dated 11 October 1939 made between (1) Robert Currie Campbell and (2) The Central Electricity Board.

The said Deed also contains restrictive covenants by the grantor.

NOTE 1: PBb12 in red, PF109 in red, PF109 in green, PF108 in green and the strip of land coloured blue were not shown on the plan supplied on first registration

-NOTE 2: Copy filed.

- 12 (24.10.2005) The parts of the land affected thereby are subject to the rights granted by a Deed of Grant dated 31 December 1948 made between (1) Robert Currie Campbell (2) Ernest Andrew Fox (3) Harold Barfield and Frederick William Blincoe and (3) The British Electricity Authority.

The said Deed also contains restrictive covenants by the grantor.

NOTE 1: PBb12 in green, PBb11 in red and PF108 in red were not shown on the plan supplied on first registration

-NOTE 2: Copy filed.

- 13 (24.10.2005) The parts of the land affected thereby are subject to the rights granted by a Deed of Grant dated 1 October 1954 made between (1) Dorothy Anne Campbell (2) Frederick William Blincoe and Ernest Andrew Fox and (3) The Colne Valley Sewerage Board.

NOTE 1: No green edging and yellow edging were shown on the plan supplied on first registration

-NOTE 2: Copy filed.

- 14 (24.10.2005) The parts of the land affected thereby are subject to the rights granted by a Deed of Grant dated 19 May 1955 made between (1) Dorothy Anne Campbell (2) Ernest Andrew Fox (3) Frederick William Blincoe and (4) The Central Electricity Authority.

The said Deed also contains restrictive covenants by the grantor.

NOTE 1: No green edging was shown on the plan supplied on first registration

-NOTE 2: Copy filed.

- 15 (24.10.2005) A Conveyance of the land tinted blue on the title plan and other land dated 25 May 1957 made between (1) Dorothy Anne Campbell and (2) Bushey Hall Properties Limited contains restrictive covenants.

-NOTE: Copy filed.

- 16 (24.10.2005) A Conveyance of the land tinted pink and tinted yellow on the title plan and other land dated 6 September 1958 made between (1) Dorothy Anne Campbell and (2) Bushey Hall Properties Limited contains restrictive covenants.

-NOTE: Copy filed.

End of register

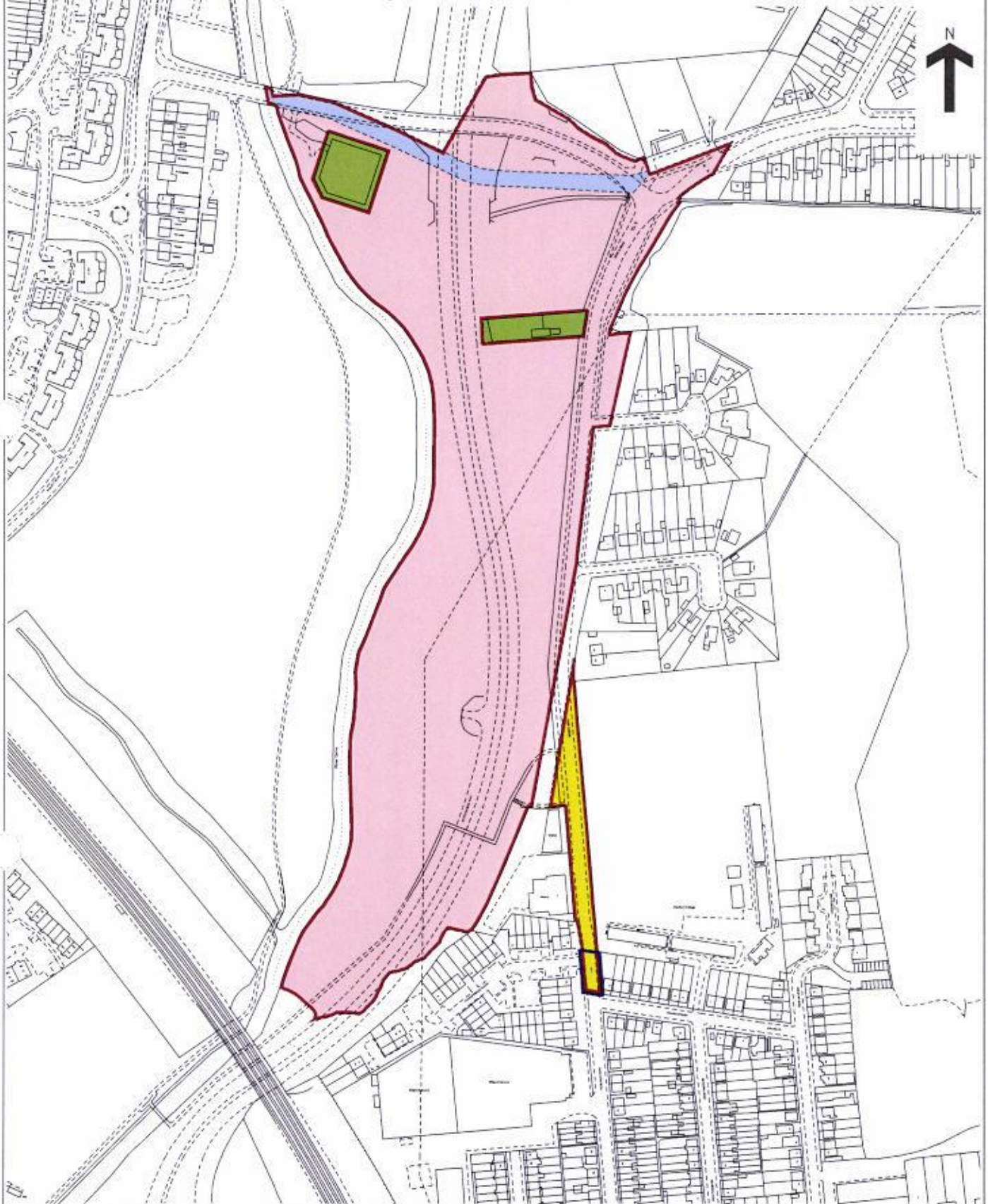
HM Land Registry
Current title plan

Title number HD446099
Ordnance Survey map reference TQ1196NE
Scale 1:2500 reduced from 1:1250
Administrative area Hertfordshire : Hertsmere



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The land tinted green is not included in this title.



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

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD433241

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (11.08.2004) 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 Park Avenue, Bushey.
- 2 (11.08.2004) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.

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 (11.08.2004) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

- 1 (11.08.2004) A Conveyance of other land dated 10 August 1938 made between (1) Robert Currie Campbell (Vendor) and (2) The Colne Valley Water Company (The Company) contains covenants by the vendor details of which are set out in the schedule of restrictive covenants hereto.
- 2 (11.08.2004) A Deed of Exchange dated 10 August 1938 made between (1) Robert Currie Campbell and (2) The Colne Valley Water Company (Company) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

Schedule of restrictive covenants

- 1 (11.08.2004) The following are details of the covenants contained in the Conveyance dated 10 August 1938 referred to in the Charges Register:-

2. For the benefit of the said pieces of land hereby conveyed to the Company and so as to bind the adjoining land of the Vendor which will be affected by this covenant the Vendor hereby covenants with the Company that he and the persons deriving title under him will henceforth at all times hereafter observe and perform ALL AND SINGULAR

Schedule of restrictive covenants continued

the covenants restrictions and stipulations specified in the First Schedule hereto.

THE FIRST SCHEDULE before referred to

1. The Vendor shall not place or permit to be placed any Builders material or rubbish or other material or rubbish either temporarily or permanently on the said pieces or parcels of land hereby conveyed (which said pieces or parcels of land are hereinafter referred to as "the said land") nor shall he erect or permit to be erected any building or fence on any part of the said land.
2. As and when any part of the land adjoining the said land shall become occupied or used as part of a private residence factory recreation ground public or private open space or highway such part shall be fenced off the Vendor at his own expense from the said land along the dividing boundaries and all such fences to be erected along the boundaries of the said land shall be of a height of not less than five feet and shall be reasonably uniform in character and adjacent sections of fences shall be made to be continuous and all such fences shall be of sufficient strength and of such character as to prevent any trespass on the said land and such fences shall be forever maintained in good and sufficient repair.
3. Where the said road shall pass over the said land they shall be constructed in such a manner and of such material as shall effectively safeguard against injury to the mains cables and apparatus of the Company thereunder and shall not hinder access to the said mains cables and apparatus more than reasonably necessary.
4. The Vendor will at all times indemnify the Company from and against all costs charges and assessments whatsoever imposed charged or levied by the local or other Highway Authority on the said land or the owners or occupiers thereof with respect to any such roads whether for the purpose of construction or reconstruction or on the adoption or taking over the said roads or otherwise and against any costs whatsoever relevant to the construction and maintenance of the said roads.
5. Any mains cables and sewers hereafter laid in under or across the said roads shall be placed in such positions and in such manner as shall reasonably be required by the Company so as not to interfere with the use of the sub-soil of the said land by the Company for the accommodation of the pipes electric cables and other apparatus of the Company.
6. The Vendor shall use his best endeavours in the event of the transference of the said roads to a highway authority to ensure that the right to maintain and construct above such roads (where the same pass over the said land) overhead electric power telegraph and telephone wires shall be preserved for the Company.
7. No gates or other means whereby occupants of the lands adjoining the said land can obtain access to the site of the Company's pipe-line easement shown on the said plan shall be constructed or permitted to exist in any fences to be erected by the Vendor or his successors in title.
8. The Company shall be at liberty to construct fences and gates where the said roads cross the said land for the purpose of enclosing the said land from the roads the Company paying the cost of construction and maintenance of such fences.

NOTE 1: "The said land" referred to above adjoins the eastern boundary of the land in this title and also lies to the south of the land in this title.

NOTE 2: The "pipe line easement" was not marked on the plan supplied on first registration.

Schedule of restrictive covenants continued

"For the benefit of the undertaking of the Company and in particular for the benefit of the Company's Estate or interest in the pipe line easement shewn on the plan hereto annexed and so as to bind the land hereby conveyed to the said Robert Currie Campbell and so as to bind also the lands coloured green on the said plan also belonging to the said Robert Currie Campbell he the said Robert Currie Campbell hereby covenants with the company that he the persons deriving title under him will henceforth at all times hereafter observe and perform all and singular the restrictions and stipulations specified in the Third Schedule hereto and that he or they will cause a reference to such covenants to be inserted in every conveyance to be made of land forming part of the land upon which the said covenants are hereby imposed.

THE THIRD SCHEDULE referred to

1. No trade effluent sewage or other matter which by percolation into the land or placing on the land might be harmful to the purity of the underground waters in the neighbourhood shall be allowed to percolate in the land or on the land and that all such matters shall be removed from the site by sewers or otherwise.
2. No wells or bore-holes for the interception of underground water shall be constructed in the land.
3. To pay to the Company the cost and expense of any steps taken by the Company in remedying any breach of the foregoing stipulations such payment to be made within seven days after notice specifying the amount required shall have been posted by the Company to the person required to pay.

NOTE: The land in this title forms part of the lands coloured green referred to above.

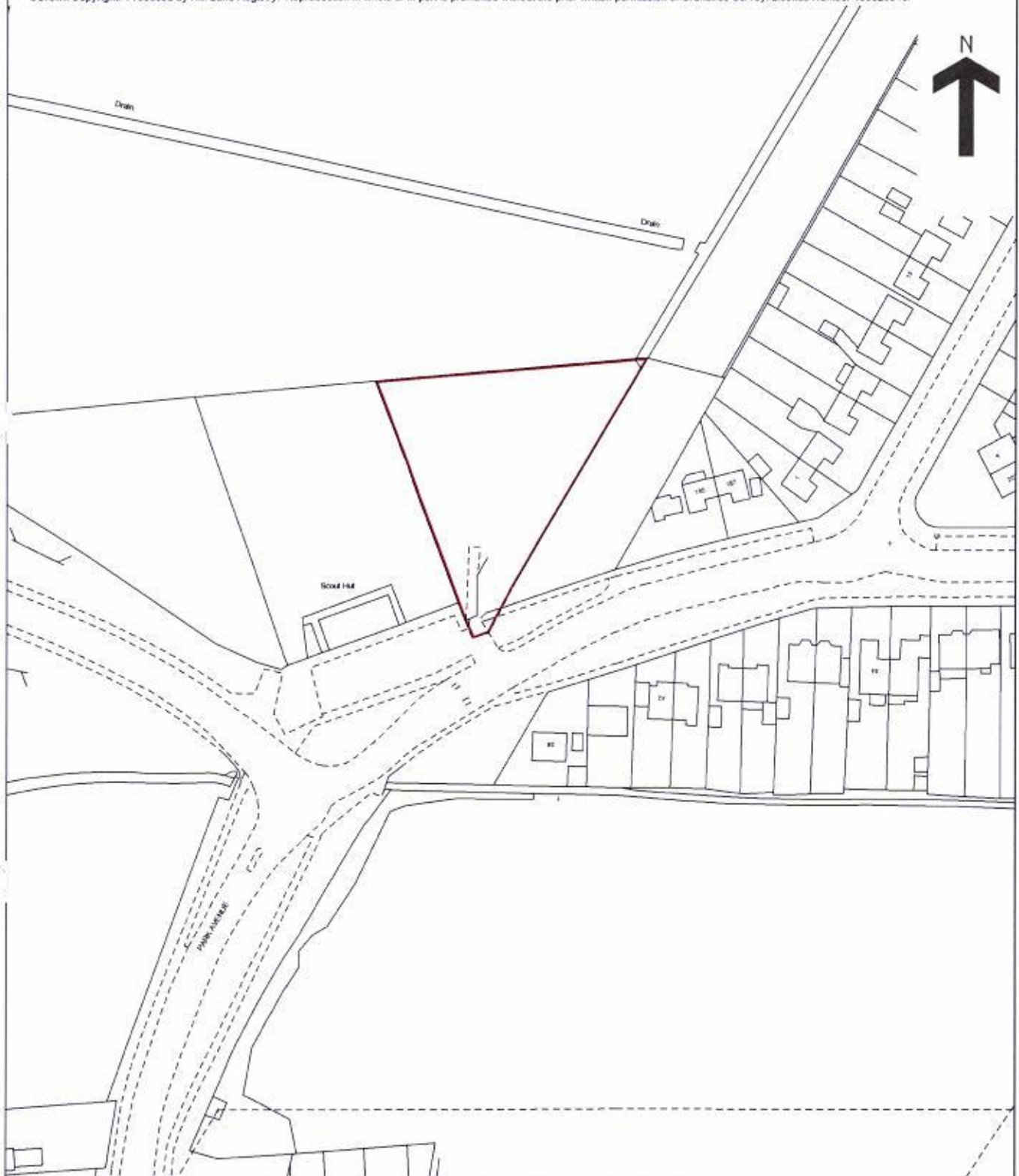
End of register

HM Land Registry Current title plan

Title number **HD433241**
Ordnance Survey map reference **TQ1197SE**
Scale **1:1250**
Administrative area **Hertfordshire : Hertsmere**



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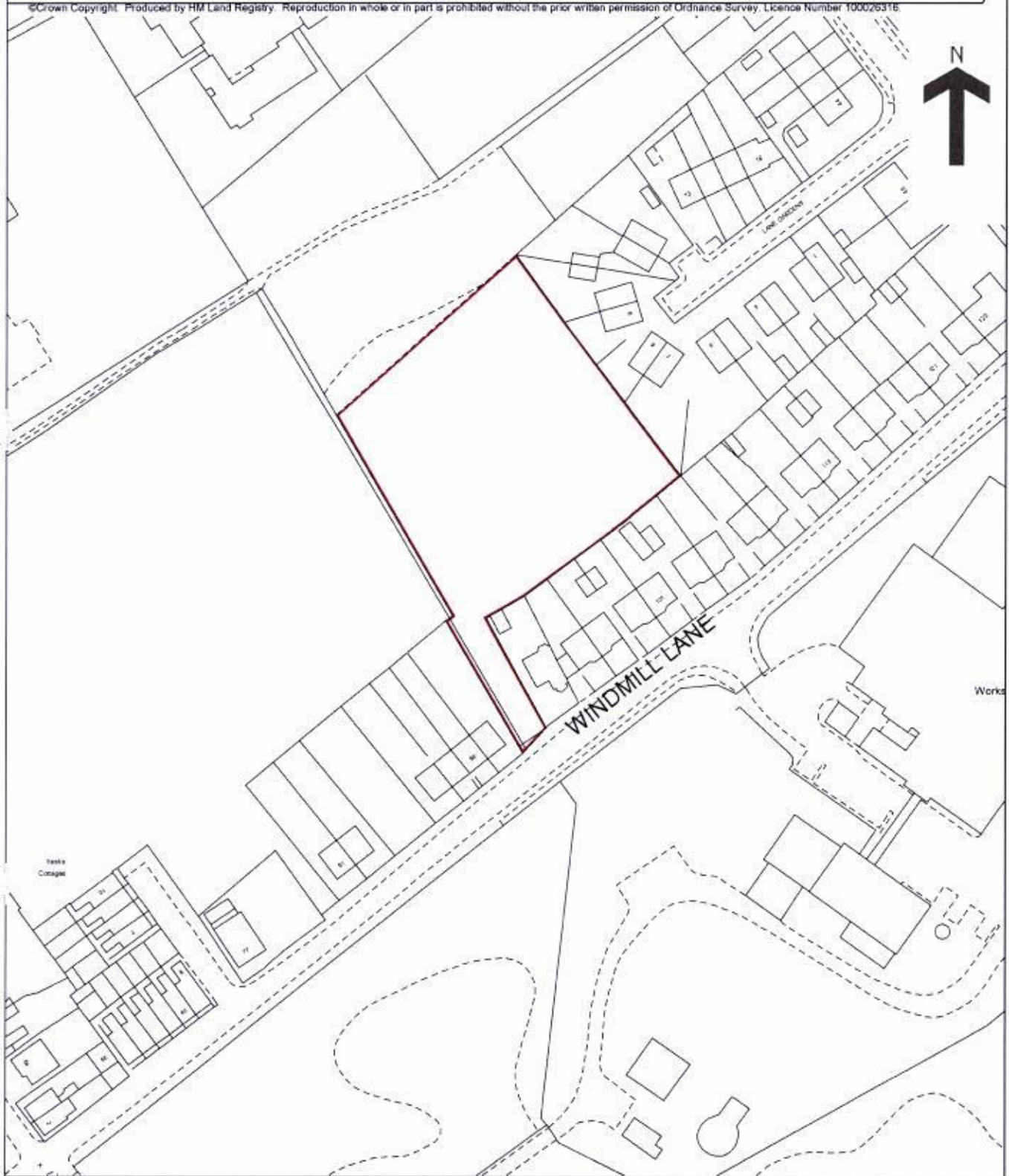
This title is dealt with by HM Land Registry, Leicester Office.

HM Land Registry Current title plan

Title number **HD433244**
Ordnance Survey map reference **TQ1594SW**
Scale **1:1250**
Administrative area **Hertfordshire : Hertsmere**



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

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD433244

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (11.08.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land forming part of the recreation ground Windmill Lane, Bushey Heath, Bushey.

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 (11.08.2004) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Hertfordshire WD6 1WA.

C: Charges Register

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

- 1 (11.08.2004) A Conveyance of the land in this title dated 28 July 1938 made between (1) Noel Chappell (Vendor) and (2) The Urban District Council of Bushey (Local Authority) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

Schedule of restrictive covenants

- 1 (11.08.2004) The following are details of the covenants contained in the Conveyance dated 28 July 1938 referred to in the Charges Register:-

"the Local Authority hereby for itself and its assigns covenants with the Vendor that the Local Authority will perform and observe the covenants stipulations and restrictions contained in the Schedule hereto

THE FIRST SCHEDULE

1. THE land hereby conveyed shall be henceforth maintained and managed by the Local Authority as an open space or recreation ground for the public use and for no other purpose whatsoever
2. THE Local Authority will not permit any meetings political or otherwise to be held on the said land
3. THE Local Authority may permit the carrying on of games and sports on the land hereby conveyed but shall not permit the same to be carried

Title number HD433244

Schedule of restrictive covenants continued

on and constructed in a manner as to be or to become a nuisance or
annoyance to the owners or occupiers of the houses fronting on or in
the immediate neighbourhood of the said land

.....

..

5. THE Local Authority shall keep the lands hereby conveyed in a clear
and tidy condition and do all such other works and things as may be
requisite to maintainence of the said land as an open space and
recreation ground"

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 11:00:30. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD433952

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (02.09.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the north west side of Allum Lane, Elstree, Borehamwood.

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 (02.09.2004) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

- 1 (02.09.2004) A Conveyance of the land in this title and other land dated 13 October 1967 made between (1) The Honourable Sir Geoffrey Cokayne Gibbs K.C.M.G and The Honourable David Colin Campbell (Vendors) and (2) The Rural District Council of Elstree (Council) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

Schedule of restrictive covenants

- 1 (02.09.2004) The following are details of the covenants contained in the Conveyance dated 13 October 1967 referred to in the Charges Register:-

"THE Council hereby covenants with Vendors:-

(i) Not to erect any buildings or other or other structures on the land hereby conveyed except such as are required for purposes ancillary to the use of such land for the purposes of Physical Training and Recreation Acts 1937 and 1958.

(ii) Not to permit or cause to be permitted the existing woodland and grassland character or use of the land hereby conveyed to deteriorate or to be altered except in so far as part of such land is required for the purpose of obtaining access (with or without vehicles) to the adjoining land of the Council coloured green on the said plan and the

Title number HD433952

Schedule of restrictive covenants continued

Council shall at all times hereafter use its best endeavours to maintain the existing woodland and grassland in at least as good condition as the same are now in and will when necessary replace trees and shrubs and resow or returf grassland."

NOTE: The land coloured green referred to above adjoins the north western boundary of the land in this title.

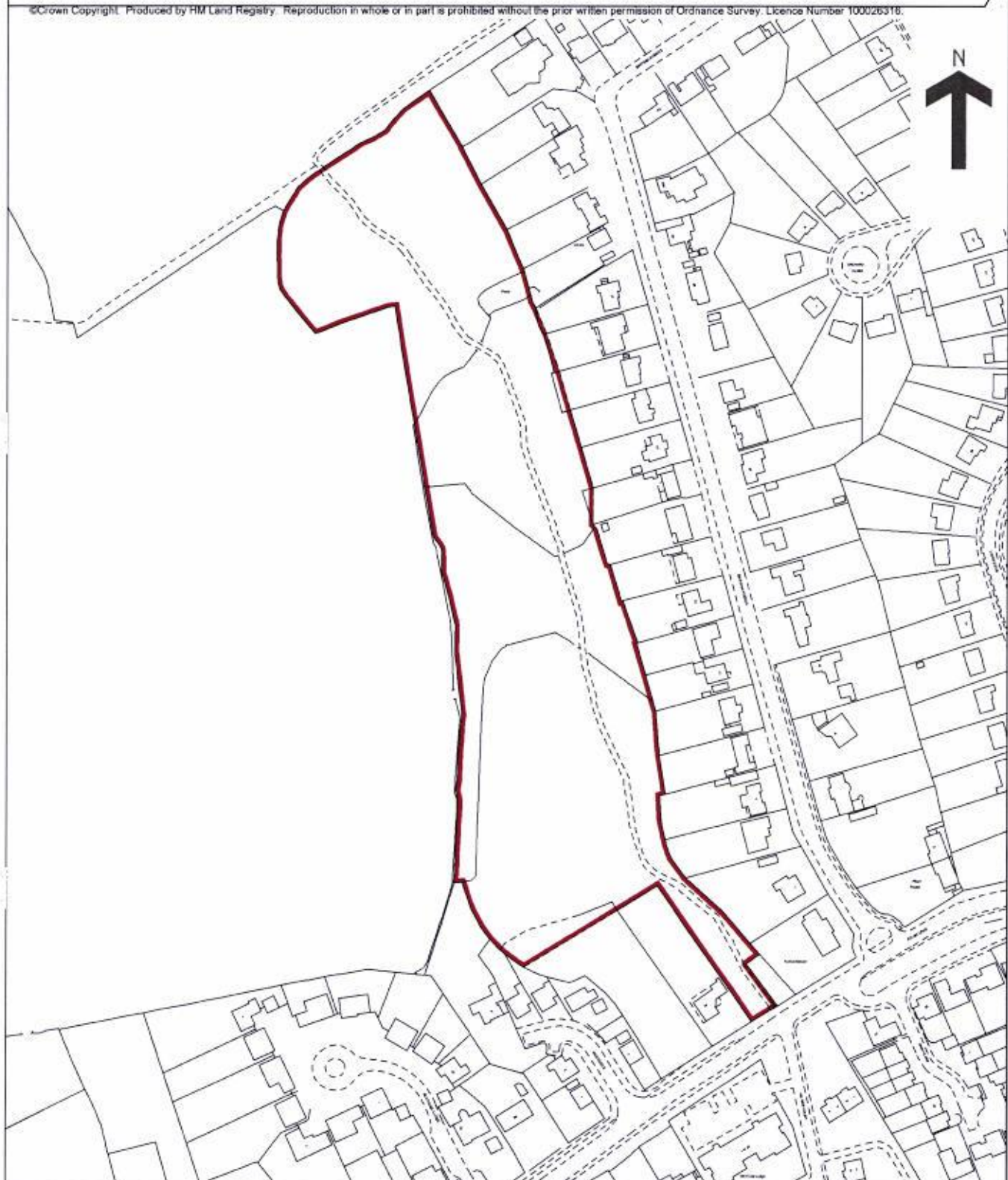
End of register

HM Land Registry Current title plan

Title number **HD433952**
Ordnance Survey map reference **TQ1896SE**
Scale **1:2500 reduced from 1:1250**
Administrative area **Hertfordshire : Hertsmere**



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This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 19 December 2018 at 11:01:22. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 11:02:02. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD306224

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (08.04.1937) 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 Elstree Hill South, Elstree, and Land and Buildings lying to the South of Watford Road, Elstree.
- 2 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.
- 3 Where the parts edged and numbered in green on the title plan include parts of the common access ways rights of way - are reserved thereover.
- 4 A new filed plan on an enlarged scale and based on the latest revision of the Ordnance Survey Map - has been substituted for the original plan.
- 5 The transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Chapter 1 of part 1 of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 of that Act.
- 6 The transfers of those parts edged and numbered in green on the title plan which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of that Act.
- 7 (19.05.1994) The land has the benefit of the following rights reserved by the Transfer dated 31 March 1994 referred to in the Charges Register:-

"EXCEPTING AND RESERVING for the benefit of the Council and its successors in title and occupiers of the Remaining Land and each and every part thereof the rights set forth in Schedule C hereto

SCHEDULE C

EXCEPTIONS AND RESERVATIONS

SUPPORT

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

RIGHTS OF WAY

2. The right for the Council and the owner or owners and occupiers for the time being of the Remaining Land or any part thereof and all persons authorised by it or them in common with the Transferee and its successors in title at all times for all reasonable purposes connected with the use and enjoyment of the Remaining Land or any part thereof PROVIDED THAT this right is limited in extent to the degree that such

A: Property Register continued

rights are at the date hereof exercised over the Property to pass and repass over those parts of the Property (if any) which form roadways footways accessways or paths serving more than two dwellings (except where such roadways footways accessways or paths form an integral part of any individual dwelling within the Property) in all cases over routes to be designated by the Transferee PROVIDED THAT the Transferee (or its successors in title) may upon giving not less than 28 days' written notice to the Council (except in case of emergency) from time to time alter the route through the Property of any such routes as it shall in its absolute discretion think fit PROVIDED FURTHER THAT it does so whilst providing 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 the alternative route provided over the Property to the Remaining Land is reasonably adequate for the then reasonable use and occupation of the Remaining Land PROVIDED ALWAYS THAT the Council its successors in title or other persons as aforesaid using such rights as are hereby granted shall pay and contribute together with the Transferee or its successors in title a fair and just proportion according to the extent to which they use such rights at the cost of repairing and maintaining all of such roadways footways accessways or paths.

REPAIRS

3. The right where reasonably necessary and subject to not less than 7 days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property with or without workmen and others materials and appliances for the purpose of repairing replacing and or maintaining and or decorating the Remaining Land and all buildings now erected on the Remaining Land or any replacement or renewal thereof and also during the Perpetuity Period to lay Service Conduits in over through or under the roads footways and accessways from time to time forming part of the Property to serve the Remaining Land either alone or jointly or in common with the Property (the person exercising such right causing as little damage and inconvenience as possible and making good forthwith at his or their expense all damage and loss caused thereby) and SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Transferee or its successors in title for the duration of such works.

SERVICES

4. The free and uninterrupted right to the passage and running of water soil gas electricity or other fuels telephone television and any other services to and from the Remaining Land through and along all Service Conduits which are now or where there is any replacement or renewal thereof may during the Perpetuity Period be constructed on over through in or under the Property as are used or intended to be used jointly or 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 the Council or other persons as aforesaid bearing paying and contributing together with such other persons including the Transferee and its successors in title a fair proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits TOGETHER WITH the right subject to not less than 7 days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property with or without workmen and others, materials and appliances for the purpose of laying connecting to inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Council or other person or persons as aforesaid causing as little inconvenience and damage as possible and making good forthwith at their own expense all damage or loss caused thereby) SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Transferee or its successors in title for the duration of such works 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 footways 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.

5. (Subject as provided in Clause 5 and Schedule B hereof) the right

A: Property Register continued

to deal with any of the Remaining Land in the Council's ownership in any manner whatsoever in the Council's absolute discretion without reference to the Transferee or its successors in title.

6. The rights to the unimpeded access and enjoyment of light and air to all the windows now and during the Perpetuity Period in the buildings on the Remaining Land and each and every part thereof now existing and to any replacement or renewal thereof to be erected upon the Remaining Land or any part thereof within the Perpetuity Period from or over the Property or any parts thereof."

NOTE 1: The Transfer contains the following definitions:-

"the Common Areas"	shall include all existing common or amenity areas alleyways accessways footways pathways and roadways other than those which are or shall become adopted
"the Perpetuity Period"	by the appropriate public authority and maintainable at the public expense means a period of eighty years from the date hereof
"the Remaining Land"	means all land adjacent to or adjoining the Property and now in the ownership of the Council the extent of which land is to be conclusively certified by the Council by reference to plans within 56 days of completion of this Transfer
"Service Conduits"	shall include all existing mains sewers drains pipes wires cables conduits gutters channels soakaways ditches watercourses and all other conducting media and apparatus other than those which are vested in the Statutory Undertakings

NOTE 2: The land in this title comprises part of the remaining land referred to.

- 8 (19.05.1994) The land has the benefit of indentical rights as referred to above reserved by the Transfer dated 31 March 1994 referred to in the Charges Register.
- 9 (19.05.1994) The land has the benefit of indentical rights as referred to above reserved by the Transfer dated 31 March 1994 referred to in the Charges Register.

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: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts. WD6 1WA.
- 2 (23.02.1996) CAUTION affecting the land tinted pink on the filed plan in favour of Slough Properties Limited of 234 Bath Road, Slough SL1 4BE.

C: Charges Register

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

- 1 Such parts of the land as are affected thereby are subject to the rights granted by a Transfer dated 22 December 1947 of the land edged

C: Charges Register continued

and numbered MX192575 in green on the filed plan from Harrow Urban District Council to The Northmet Power Company.

-NOTE: Filed under MX192575.

- 2 Such part of the land as is affected thereby is subject to the rights to lay construct and connect three surface water drains to the piped ditch on the northern boundary of the land in this title, with ancillary rights granted by a Deed dated 12 September 1962 and made between (1) The Mayor Aldermen and Burgesses of The Borough of Harrow and (2) Benskins Watford Brewery Limited.

-NOTE: Copy filed under MX46299.

- 3 The land is subject to rights of drainage and rights in respect of water, gas and electricity supply services.
- 4 The land tinted yellow on the filed plan is subject to rights of way.
- 5 The parts of the land thereby affected are subject to rights of entry.
- 6 The land is subject to rights of entry for maintaining the property or any buildings walls fences or other structures erected on the parts edged and numbered in green on the filed plan.
- 7 The parts of the joint accessway adjoining the parts edged and numbered in green on the filed plan are subject to rights of way on foot only.
- 8 The land is subject to the right to construct a sewer in the approximate position shown by a brown broken line on the filed plan connecting into the public sewer in or under Delius Close and ancillary rights of entry.
- 9 The land is subject to rights of user of communal television aerials.
- 10 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 overhang and protrusion.
- 11 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 support and protection.
- 12 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.
- 13 (19.05.1994) The land is subject to the following rights granted by a Transfer of the land edged and numbered HD322709, HD322716, HD322719, HD322722, HD322724, HD322726, HD322731, HD322745, HD322748, HD322750, HD322752, HD322755, HD322759, HD322762, HD322322765, HD322767, HD322769 (inclusive), HD322771 - HD322772, HD322775, - HD322776, HD322778, HD322783, HD322785, HD322789 - HD322790, HD322792 - HD322797 (inclusive), HD322799, HD322801 - HD322804 (inclusive) and HD322806 - HD322812 (inclusive) in green on the filed plan and other land dated 31 March 1994 made between (1) Hertsmere Borough Council (the Council) and (2) Ridgehill Housing Association Limited (the Transferee):-

"TOGETHER WITH the rights and easements set forth in Schedule B hereto

SCHEDULE B

RIGHTS GRANTED

SUPPORT

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

RIGHTS OF WAY

2. The right for the Transferee and the owner or owners and occupiers for the time being of the Property or any part thereof and all persons authorised by it or them at all times and for all reasonable purposes

C: Charges Register continued

connected with the use and enjoyment of the Property or any part thereof in common with the Council and all other persons to whom a like right has been or may hereafter be granted to pass and repass (with or without vehicles in the case of roads and accessways) over and along the Common Areas now or any replacement or renewal thereof thereafter forming part of the Remaining Land and not publicly adopted the Transferee or other persons as aforesaid bearing paying and contributing together with the Council or its successors in title a reasonable proportion according to the extent to which they use such right of the cost of repairing and maintaining the Common Areas which are not maintained at public expense PROVIDED THAT the Council 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 through the Remaining Land of the Common Areas as it shall in its absolute discretion think fit PROVIDED FURTHER THAT it does so whilst providing suitable alternative routes at its own expense causing minimum inconvenience and making good as soon as practicable any damage so caused and PROVIDED THAT any alternative route provided over the Remaining Land to the Property is adequate for the present use and occupation of the property.

REPAIRS

3. The right subject to not less than 7 days' prior written notice to the Council or its successors in title (except in case of emergency) to enter upon the Remaining Land with or without workmen and others materials and appliances for the purposes of repairing replacing maintaining and/or decorating the Property and all or any buildings now erected or any replacement or renewal of such buildings and thereafter erected thereon within the Perpetuity Period (the person or person exercising such right making good forthwith at its his or their own expense all damage and loss caused thereby) and also during the Perpetuity Period to lay Service Conduits in over through or under the Common Areas now or where there is any replacement or renewal thereof thereafter forming part of the Remaining Land to serve the Property either alone or jointly or in common with the Remaining Land (the person exercising such right causing as little damage and inconvenience as possible and making good forthwith at his or their expense all damage and loss caused thereby) and SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Council or its successors in title for the duration of such works.

SERVICES

4. The free and uninterrupted right to the passage and running of water soil gas electricity or other fuel telephone television and other services to and from the Property through and along all Service Conduits as are now or where there is any replacement or renewal thereof as may during the Perpetuity Period be in through under or over the Remaining Land as are used or intended to be used jointly or in common with the Council and all other persons who are now or may hereafter be entitled to connect with or use the same or any of them the Transferee its successors in title or other persons as aforesaid bearing paying and contributing together with such other persons including the Council and its successors in title a fair proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing replacing maintaining renewing altering adjusting and cleansing the Service Conduits TOGETHER WITH the right and subject to not less than 7 days' prior written notice to the Council or its successors in title (except in case of emergency) to enter on to the Remaining Land with or without workmen and others materials and appliances for the purpose of connecting to laying inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Transferee or its successors in title causing as little inconvenience and damage as possible and making good forthwith at its his or their own expense all damage and loss caused thereby) SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Council or its successors in title for the duration of such works PROVIDED THAT this includes (subject as aforesaid) the right during the Perpetuity Period to make further connections and to lay in under through or over the Common Areas now or where there is any replacement or renewal thereof thereafter forming part of the Property such further Service Conduits as are reasonably

C: Charges Register continued

necessary for any increased flow from time to time PROVIDED FURTHER THAT the Council may upon giving not less than 28 days written notice to the Transferee or its successors in title (except in case of emergency) from time to time alter the route of the Service Conduits in the Remaining Land as it shall in its absolute discretion think fit which shall not involve the Transferee in any additional expenditure by way of maintenance repair or otherwise PROVIDED ALWAYS THAT any alternative route is adequate for the present use and occupation of the Property AND PROVIDED FURTHER THAT the Council provides suitable alternative services at its own expense and causes during the course of such works minimum inconvenience and makes good forthwith any damage caused.

5. The rights to the unimpeded access and enjoyment of light and air to all windows now and during the Perpetuity Period in the buildings upon the Property and each and every part thereof now existing and to any replacement or renewal thereof thereafter erected upon the Property or any part thereof within the Perpetuity Period from or over the Remaining Land or any parts thereof.

- 14 (19.05.1994) A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered HD320710, HD320713, HD320715, HD320717, HD320719 and HD320721 in green on the filed plan contains rights identical with those granted by the Transfer dated 31 March 1994 referred to above.
- 15 (19.05.1994) A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered HD320904, HD320908, HD320910, HD320912, HD320914, HD320917, HD320921, HD320926, HD320930, HD320932, HD320944, HD320947, HD320950, HD320953, HD320958, HD320961, HD320967, HD320969, and HD320972 in green on the filed plan contains rights identical with those granted by the Transfer dated 31 March 1994 referred to above.

Schedule of notices of leases

1	17.11.1995 5	Land adjoining the Fishery Public House	27.10.1995 25 years from 27.10.1995	HD339290
2	29.07.2008	Sullivan Way Meeting Hall	30.06.2008 99 years from 30.6.2008	HD483991

NOTE: The lease comprises also other land.

End of register

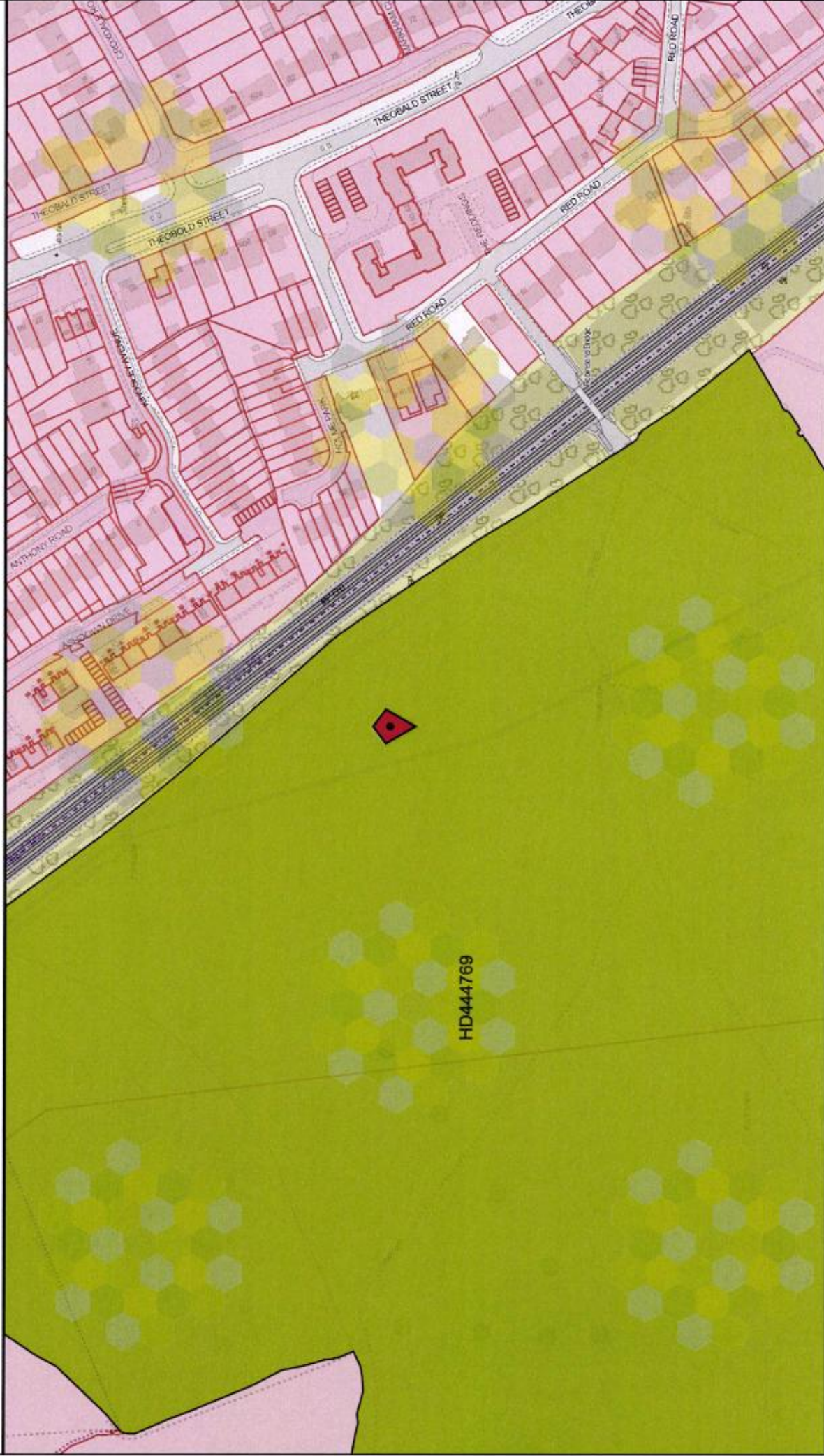


Map scale 1:2500

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Data last updated 10:00pm 12 DECEMBER, 2018



Title number	Estate information	Address
HD306224	Freehold	LAND LYING TO THE WEST OF SULLIVAN WAY, ELSTREE, BOREHAMWOOD



Map scale 1:2500

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Data last updated 10:00pm 12 DECEMBER, 2018

Title number	Estate information	Address
HD444769	Freehold	LAND LYING TO THE NORTH OF BARHAM AVENUE, ELSTREE, BOREHAMWOOD

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 11:03:14. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD444769

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (12.09.2005) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land lying to the North of Barham Avenue, Elstree, Borehamwood.
- 2 (12.09.2005) The land tinted blue and edged blue on the title plan has the benefit of the rights granted by a Deed of Easement dated 31 January 1979 made between (1) The British Railways Board and (2) Hertsmere Borough Council.

-NOTE: Copy filed.
- 3 (30.12.2015) A Deed of release dated 23 December 2015 made between (1) Hertsmere Borough Council and (2) Network Rail Infrastructure Limited provides for the release of rights in and user of a bridge.

-NOTE: Copy filed.

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 (12.09.2005) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

- 1 (12.09.2005) A Deed affecting the land edged blue on the title plan dated 31 March 1939 made between (1) The Barnet Rural District Council (2) The County Council Of The Administrative County Of Hertford and (3) The London County Council contains restrictive covenants.

-NOTE: Copy filed.
- 2 (12.09.2005) A Conveyance of the land tinted blue and tinted mauve on the title plan dated 17 May 1972 made between (1) British Railways Board and (2) The Rural District Council Of Elstree contains restrictive covenants.

-NOTE: Copy filed.

C: Charges Register continued .

3 (12.09.2005) The land tinted blue and tinted mauve on the title plan is subject to the rights contained in the Conveyance dated 17 May 1972 referred to above.

4 (12.09.2005) The land is subject to the rights granted by a Deed of Grant dated 28 March 1985 made between (1) Hertsmere Borough Council and (2) The Colne Valley Water Company.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

5 (12.09.2005) 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.

6 (12.09.2005) The land is subject to the rights granted by a Deed of Grant dated 19 July 1993 made between (1) Hertsmere Borough Council and (2) Eastern Electricity PLC.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

Schedule of notices of leases

1	12.09.2005	Medburn	23.11.1990	HD283461
	tinted pink		125 years from	
			23.11.1990	

NOTE: Lease comprises also other land

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 11:04:11. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: MX34007

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (16.04.1936) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the north east of Elmfield Road and on the north west of Baker Street, Potters Bar.
- 2 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.
- 3 The North West and North East boundaries of the title have been amended.
- 4 (31.08.1994) The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered HD325270 in green on the filed plan dated 12 August 1994 made between (1) Hertsmere Borough Council and (2) Conack Homes Limited:-

"EXCEPT AND RESERVING to the Vendor in fee simple the easements and rights set out in the First Schedule hereto

THE FIRST SCHEDULE

(Exceptions and reservations)

There shall be excepted and reserved in fee simple to the Vendor and its successors in title or other the owners or occupiers for the time being of the whole or any part of the land comprised in the title number MX34007 retained by the Vendor and for the benefit of such land:-

1. The right for the Vendor and its successors in title in common with the Purchaser and all other persons entitled thereto to the free passage and running of water soil gas electricity and telephone communications by and through the channels drains pipes cables and sewers which are now or may within a period of 80 years from the date of this Transfer (which shall be the perpetuity period applicable hereto) be laid in through over or under the Site.
2. The right for the Vendor and its successors in title their agents and contractors at all reasonable times to enter into and upon the site with or without workman materials and equipment for the purpose of inspecting repairing cleansing maintaining or renewing the said channels drains pipes cables and sewers
3. The right at any time to erect or permit to be erected any buildings or other erections and to alter any building or other erection now standing or within 80 years from the date of this Transfer (which shall be the perpetuity period applicable hereto) to be erected on any part of the land comprised in title number MX34007 in such a manner as to obstruct or interfere with the passage of light and air to any building which is or may be erected upon the Site and any access of light and air over any part of the land comprised in title number

A: Property Register continued

MX34007 shall be deemed to be enjoyed by the licence or consent of the Vendor and not as of right.

4. The right of subjacent and lateral support from the Site for the land comprised in title number MX34007.

5. Any easement or right of light air or support or other easement or right which would restrict or interfere with the free use by the Vendor or any person deriving title under it for building or for any other purpose on any part of the land comprised in title number MX34007

6. Any other easements quasi-easements rights or privileges over or in relation to the Site now or previously enjoyed by or with the remainder of the land comprised in title number MX34007."

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 (21.08.1936) Proprietor(s): HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts., WD6 1WA.

C: Charges Register

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

- 1 A Conveyance of the land in this title and other land dated 1 November 1935 made between (1) The Right Honourable Edmund Earl of Strafford (the Vendor) and (2) John Read (the Purchaser) contains provisions and restrictive covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 The land is subject to the following rights granted by a Transfer dated 5 July 1959 made between (1) The Urban District of Potters Bar and (2) The Eastern Electricity Board:-

"TOGETHER with full right and liberty for the Board and all persons authorised by them (in common with the Transferors and all other persons entitled to the like right) to pass and repass at all times and for all purposes without vehicles over and along the land coloured blue cross hatched green on the said Block Plan AND TOGETHER ALSO with full right and liberty for the Board to lay maintain inspect renew use alter and remove electric cables and lines and conduits or pipes for containing the same where necessary under the said land coloured blue hatched green on the said Block Plan and under the land coloured green on the Location Plan of the said Drawing and to break up the surface thereof so far as necessary from time to time for the purpose of laying relaying inspecting repairing renewing altering and removing the said electric cables and lines and conduits or pipes."

NOTE:-The land coloured blue cross hatched green on the block plan referred to is hatched blue on the filed plan. The land coloured green on the location plan is tinted blue on the filed plan.
- 3 (19.01.1994) By an Agreement dated 14 December 1993 made between (1) Hertsmere Borough Council and (2) Hertfordshire County Council the land edged blue on the filed plan was dedicated for highway purposes.

-NOTE:- Copy filed.
- 4 (24.11.1995) 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.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 1 November 1935 referred to in the Charges Register:-

"The Purchaser (to the intent that this covenant shall be binding so far as may be on the owner for the time being of the hereditaments hereby assured but upon the Purchaser only so long as he is the owner of the same hereditaments) hereby covenants with the Vendor and his assigns owner or owners for the time being of the Vendor's Wrotham Park Estate using that term in the broad and popular sense and to the intent that the restrictions and stipulations hereinafter referred to shall run with the land and be for the benefit of the Vendor's said Wrotham Park Estate that he the Purchaser and his successors in title will at all times hereafter observe and perform the restrictions and stipulations set forth in the Second Schedule hereto:-

IT IS HEREBY EXPRESSLY AGREED AND DECLARED as follows:-

- (a) That no Purchaser of any part of the said Wrotham Park Estate other than and besides the land hereby conveyed shall as an assign of the Vendor or otherwise have the benefit of or be entitled to enforce the covenants on the part of the Purchaser herein contained unless the Vendor shall expressly assign to him such benefit and the right to enforce such covenants.
- (b) It shall be lawful for the Vendor to sell or otherwise dispose of all or any part of the said Wrotham Park Estate other than the land hereby conveyed free from any restrictions covenants or stipulations or subject to any restrictions covenants or stipulations which the Vendor may think desirable and also at any time or from time to time to release or vary any of the covenants or stipulations on the part of the Purchaser herein contained there being no general building scheme affecting the said Wrotham Park Estate.
- (c) The Purchaser shall not by reason of these presents become entitled to or have the right to enforce any covenants or restrictions heretofore entered into in relation to or imposed upon any part of the said Wrotham Park Estate or upon any other property of which the Vendor was formerly absolute owner.
- (d) The Purchaser shall not by reason of these presents claim or be entitled to any right to the access of light or air which may or might interfere with or prejudice the use of any adjoining or neighbouring property of the Vendor for building or other purposes.

THE SECOND SCHEDULE above referred to

1. The Purchaser shall within two months from the date hereof erect within the boundary and forever after maintain at his own expense stock and sheep proof boundary fences on the boundary where indicated on the said plan by the letter "T" to be approved by the Vendor or his agent and will indemnify the Vendor his heirs and assigns and his and their lessees tenants and occupiers of the adjoining lands against all costs claims damages or demands which they may incur or be liable for in consequence of horses cattle pigs or sheep straying from any such adjoining land through any act or default of the Purchaser or other the owner or owners for the time being of the land hereby conveyed.
2. Not to develop the said land for building purposes except in strict accordance with a lay out plan to be first submitted to and approved in writing by the Vendor or his Surveyors such plan to indicate thereon the roads sewers and drains to be constructed such approval not to be unreasonably withheld.
3. Not to carry on or permit to be carried on upon any part of the land hereby conveyed or in any building to be erected thereon any noisome dangerous or offensive trade or business or occupation which may be or become a nuisance or annoyance or dangerous or injurious to the Vendor or his successors in title and assigns his or their tenants or the owners or occupiers or tenants of any property adjoining or neighbouring or opposite to the land hereby conveyed or which may tend to depreciate or lessen the value of the Vendor's adjoining estate.
4. Not at any time to use or permit to be used the land or any

Schedule of restrictive covenants continued

building now or hereafter to be erected thereon as an aerodrome or as a place for mooring storing manufacturing or assembling any airship aeroplane or any other flying machine of any kind or as a place for landing of the same or from which the same may take off in flight or for any other purpose connected with any such airship aeroplane or other flying machine as aforesaid or as a hospital of any kind or as a house or houses for the reception of any person or persons who may be of unsound mind whether so found or not including a defective or defectives within the definition of "Defective" as defined in Section 55 of the Administrators of Estates Act, 1925 or who may be suffering or recovering from any infectious disease or as a shooting school or as a factory or workshop wherein any noisy machinery may be placed or affixed.

5. Not to permit any bricks pipes or tiles to be made or burnt upon the said land.

6. No hut tent shed caravan house on wheels or any other chattel adapted or intended for use as a dwelling or sleeping apartment nor any booths shows swings or roundabouts whether permanent or temporary shall be erected on any part of the said land.

7. No board hoarding building or other erection or thing for the display of advertisements shall be erected or set up upon any part of the said land or any house hoarding board building erection or thing erected thereon except advertisements for the sale of letting of the property or any part thereof or a sign indicating the nature of the undertaking carried on thereon."

NOTE :-The "T" mark referred to in Clause 1 above does not affect the land in this title.

Schedule of notices of leases

1	24.11.1995	Land at the rear of 79 Baker	2.11.1995	HD339460
	1	Street	99 years from	
			2.11.1995	

End of register

H.M. LAND REGISTRY GENERAL MAP

MIDDLESEX SHEET 111 SECTION

Scale 1250 or 104.2 Feet to One Inch

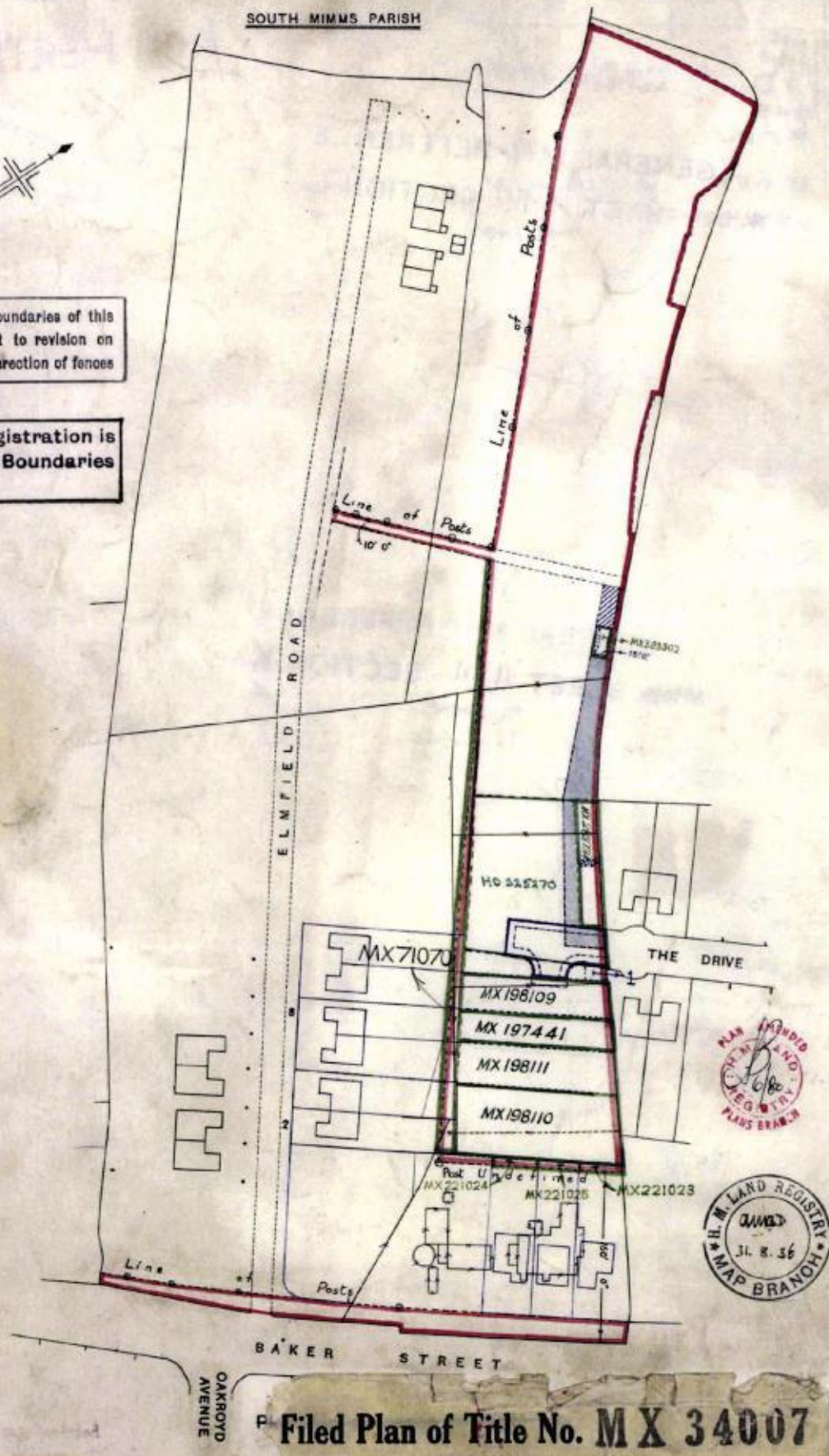
HERTFORDSHIRE

SOUTH MIMMS PARISH



The undefined boundaries of this land are subject to revision on survey after the erection of fences

NOTE: This registration is with General Boundaries only.



Filed Plan of Title No. MX 34007

This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 19 December 2018 at 11:04:51. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: MX311530

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (20.07.1945) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land at the back of 1-25 (odd numbers) Brooklands Gardens and 4-44 (even numbers) Elmscroft Gardens, Potters Bar.
- 2 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.
- 3 The land in this title has the benefit of the following rights reserved by a Transfer of the land edged and numbered HD70233 in green on the filed plan dated 12 October 1971 made between (1) The Urban District Council of Potters Bar and (2) Parkside Homes Limited:-

"SUBJECT TO a reservation unto the Transferor and its servants and licencees until such time as the access way to the said land is taken over as a public highway of such rights of way thereover both pedestrian and vehicular as may be necessary for the purpose of gaining access to the adjoining property of the Transferor."

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 (17.09.1955) Proprietor(s): THE URBAN DISTRICT COUNCIL OF POTTERS BAR of Council Offices, Darkes Lane, Potters Bar, Middx.
- 2 (17.09.1955) RESTRICTION:-Except under an Order of the Registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Small Holdings and Allotments Act 1908 or some other Act or authority.
- 3 (26.10.1972) RESTRICTION:-Except under an order of the registrar no disposition by the proprietary of the land is to be registered unless made in accordance with the provisions of the Agriculture Act 1947 or some other Act or authority.

C: Charges Register

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

- 1 A Conveyance dated 10 April 1935 made between (1) The Right Honourable

C: Charges Register continued

Edmund Henry Earl of Strafford (Vendor) and (2) Aubrey Aston Blake (Purchaser) contains restrictive covenants.

-NOTE: Particulars of covenants filed under MX273197.

- 2 A Conveyance dated 6 July 1945 made between (1) Arthur Blake Charles Houghton and Kenneth Arthur Lister (Vendors) and (2) Ronald James Clark (Purchaser) contains restrictive covenants.

-NOTE: Particulars of covenants filed under MX273197.

- 3 The land is subject to the following rights granted by a Transfer of the land edged and numbered MX405878 in green on the filed plan dated 25 February 1960 made between (1) The Urban District Council of Potters Bar (the Transferors) and (2) The Eastern Electricity Board (the Board):-

"TOGETHER with full right and liberty for the Board and all persons authorised by them (in common with the Transferors and all other persons entitled to the like right) to pass and repass at all times and for all purposes with or without vehicles over and along the land coloured blue on the said location plan AND TOGETHER ALSO with full right and liberty for the Board to lay maintain inspect renew use alter and remove electric cables and lines and conduits or pipes for containing the same where necessary under the said land coloured blue and under the land hatched green on the said Block plan and to break up the surface thereof so far as necessary from time to time for the purpose of laying relaying inspecting repairing renewing altering and removing the said electric cables and lines and conduits or pipes the Board making good to the reasonable satisfaction of the Transferors all damage to the said land caused thereby."

NOTE:-The land coloured blue referred to is hatched blue on the filed plan and the land hatched green referred to is tinted brown on the filed plan.

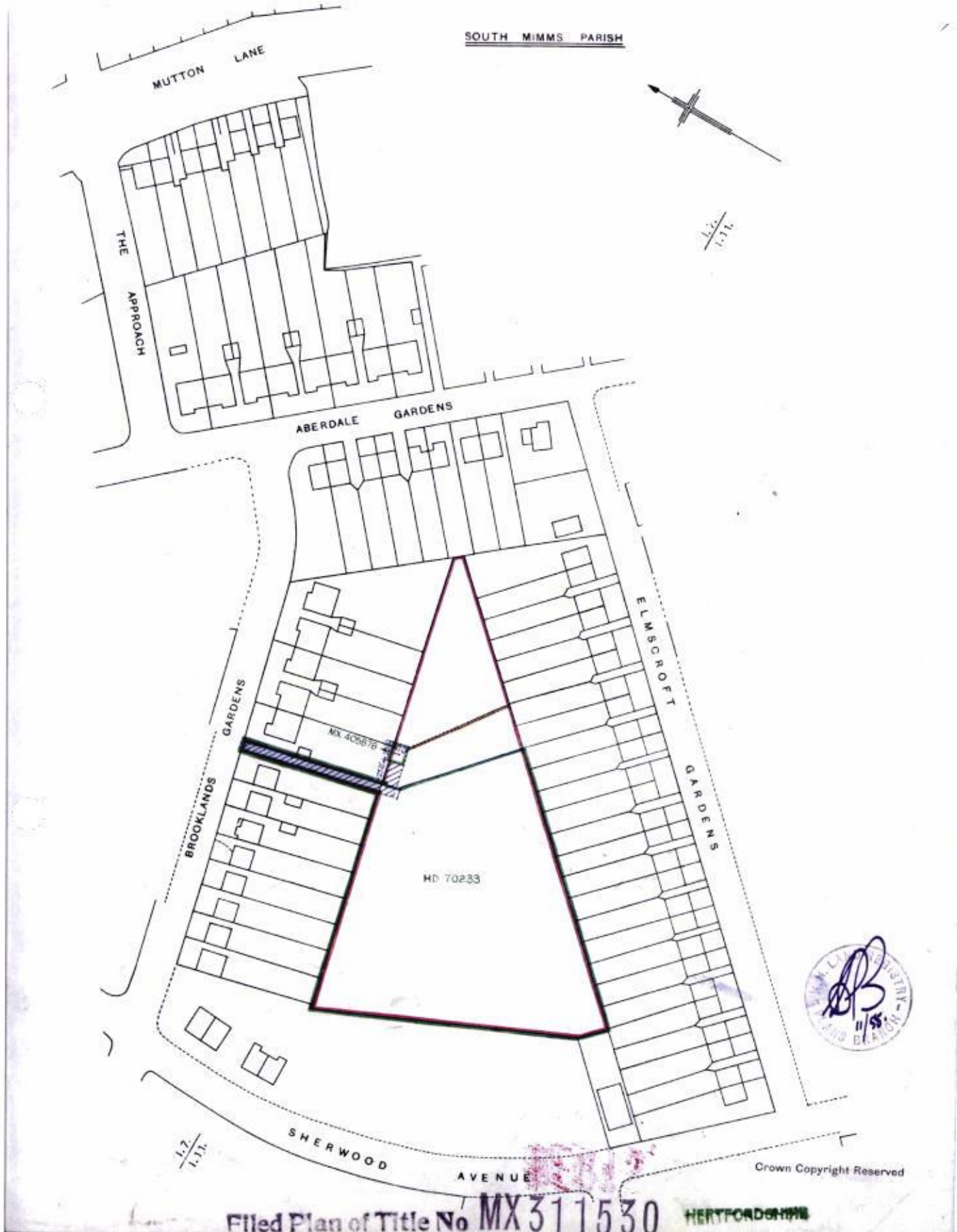
End of register

H. M. LAND REGISTRY GENERAL MAP

MIDDLESEX SHEET 1.7. SECTION T

Scale 1/1250. Enlarged from 1/2500.

SOUTH MIMMS PARISH



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Filed Plan of Title No **MX311530** **HERTFORDSHIRE**

This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 19 December 2018 at 11:06:21. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: MX457840

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land and buildings at Cranborne Road and Cranborne Crescent, Potters Bar.
- 2 The land tinted green on the filed plan is not included in the registration.
- 3 A Conveyance of the land tinted pink on the filed plan dated 27 June 1929 made between (1) The Right Honourable Robert Arthur James Gascoyne Cecil (Vendor) (2) The Right Honourable Edgar Algernon Robert Gascoyne Viscount Cecil of Chelwood and The Right Honourable Hugh Richard Heathcote Gascoyne Cecil and (3) The South Mimms Rural District Council contains the following exceptions reservations and other provisions and this registration takes effect subject thereto:-

"Except and reserving in fee simple unto the Vendor and his successors in title and assigns full right and liberty to build on any adjoining or neighbouring land as he or they may think fit without obtaining any consent from or making any compensation to the Purchasers or their assigns whether such buildings shall or shall not affect or diminish the access of light or air to the property hereby conveyed or any buildings hereafter erected therein.

The Vendor and his successors in title and assigns owner or owners for the time being of the lands adjoining or adjacent to the property hereby conveyed his and their Lessees and tenants and all persons authorised by him or them respectively shall at all times and for all purposes have full free and uninterrupted right of access to and use of the said proposed new road as and when constructed as aforesaid and also in respect of such adjoining or adjacent land as aforesaid and of all buildings to be erected thereon full free and uninterrupted right of access to and user of the sewers and drains for the time being under the property hereby conveyed or under the said proposed new road and full and unrestricted power to make and maintain communications with the said road sewers and drains as the Vendor and his successors in title and assigns shall think fit and require to make and maintain And for the purpose of enabling the necessary connection to be made with the sewer to be constructed under the said road to leave an opening forty feet in width on the Eastern side thereof and to permit the Vendor to lay out and construct a road not exceeding forty feet in width over and across the property hereby conveyed leading into such opening And at any time or times at the request and cost of any person or persons entitled for the time being to the benefit of this provision the Council will execute and do all further deeds and acts (if any) which may be necessary or proper to confirm and perpetuate in their or his favour the said rights and powers by way of legal grant of easements when the said road sewers and drains shall have been constructed respectively or otherwise as such persons or person may require."

- 4 The land edged and numbered in green on the filed plan has been removed

A: Property Register continued

from this title and registered under the title number or numbers shown in green on the said plan.

- 5 Where the parts edged and numbered in green on the filed plan include parts of side passages rights of way are reserved thereover.
- 6 The transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Chapter I of Parts I of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 of that Act.
- 7 The filed plan has been sub-divided into two parts.
- 8 The transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of that Act.
- 9 "Land edged and lettered A in red on the filed plan restored to title" on 17 May 1989.

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 (10.05.1979) Proprietor(s): HERTSMEREBOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WN.

C: Charges Register

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

- 1 A Conveyance of the land tinted yellow on the filed plan dated 19 February 1931 made between (1) The Right Honourable Robert Arthur James Gascoyne Cecil (Vendor) (2) The Right Honourable Edgar Algernon Robert Gascoyne Viscount Cecil of Chelwood and The Right Honourable Hugh Richard Heathcote Gascoyne Cecil and (3) The South Mimms Rural District Council (the Council) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 The land is subject to the following rights reserved by the Conveyance dated 19 February 1931 referred to above:-

"Except and reserving in fee simple unto the Vendor and his successors in title and assigns full right and liberty to build on any adjoining or neighbouring land as he or they may think fit without obtaining any consent from or making any compensation to the Council or their assigns whether such buildings shall or shall not affect or diminish the access of light or air to the property hereby conveyed or any buildings hereafter erected thereon."
- 3 Until the 29 September 2008 the land hatched blue on the filed plan is subject to a right of way on foot only granted by a lease dated 15 September 1966 of land lying to the north of Mutton Lane made between (1) Potters bar Urban District Council and (2) The Trustees of the Potters Bar Crusaders Sports Club.

NOTE:-Lessee's Title registered under HD46392.

- 4 The land is subject to rights of drainage and rights in respect of water soil gas and electricity supply and telephone communications services.
- 5 The land is subject to such rights, easements, quasi-rights and quasi-easements as are appurtenant to or enjoyed by the parts edged and

C: Charges Register continued

numbered in green on the filed plan.

- 6 The roads included in the title are subject to rights of way.
- 7 The part of the land affected thereby is subject for the term hereinafter mentioned to the following rights granted by a Deed dated 31 December 1972 made between (1) The Potters Bar Urban District Council (the Council) and (2) The Eastern Electricity Board (the Board):-

"TOGETHER ALSO WITH FULL RIGHT AND LIBERTY for the Board to lay maintain inspect renew use alter and remove electric cables and lines and conduits or pipes for containing the same where necessary under the land shown by black cross hatching on the site plan of Drawing Number SL8055/100/-1 Issue B and to break up the surface thereof so far as necessary from time to time for the purpose of laying relaying repairing maintaining altering and removing the said electric cables and lines and conduits or pipes TO HOLD the said rights unto the Board from the Twenty ninth day of September One thousand nine hundred and seventy two until the Twenty ninth day of September Two thousand and eight TO THE INTENT that the same shall be appurtenant to the adjacent land shown edged by a heavy continuous black line marked "Substation Site" on the said site plan and the electricity substation erected or to be erected on such adjacent land."

The black cross hatching referred to is part of the land hatched blue on the filed plan and the substation site lies to the south of the said land hatched blue.

- 8 The sewers drains pipes watercourses wires cables and other services laid or passing over through or under the land in this title are subject to rights of user.
- 9 The side passages remaining in the title are subject to rights of way.
- 10 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto and to such rights of way user of sewers drains pipes watercourses wires cables and other services and other rights as are granted by those leases.
- 11 The Leases specified in the Schedule of Leases annexed which were made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed in paragraph 2 of Schedule 2 of that Act.
- 12 The Leases specified in the Schedule of Leases hereto which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights specified in paragraph 2 of Schedule 6 of the Housing Act 1985.
- 13 (18.07.1994) 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 support.
- 14 (18.07.1994) 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 for the purpose of repairing, replacing, maintaining and/or decorating the buildings erected on the parts so edged and numbered in green.
- 15 (09.10.2006) The land is subject to the rights granted by a Conveyance of an Electricity Sub-station, Cranborne Crescent dated 5 March 1932 made between (1) The Rural District Council of South Mimms and (2) North Metropolitan Electric Power Supply Company.

-NOTE: Copy filed under HD459772.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 19 February 1931 referred to in the Charges Register:-

"FOR the benefit of the Vendor and his successors in title owners and occupiers of the land now comprised in the Principal Deed and adjoining

Schedule of restrictive covenants continued

or near to the property hereby conveyed the Council for themselves and their successors in title hereby covenant with the Vendor as follows:-

(a) Forthwith to erect and at all times thereafter to maintain and keep in good repair order and condition a proper boundary fence of a height design and materials to be approved of by the Agent of the Vendor along the whole of the eastern boundary of the property hereby conveyed between the points marked A and B thereon.

(b) To satisfy and discharge and keep the Vendor and his successors in title indemnified against all allowances to and claims for compensation or other rights of the aforesaid tenant of the property hereby conveyed (including) rights as to fixtures and to compensation for disturbance whether of a usual character or not or whether arising during the continuance or upon or after the expiration or sooner determination of his tenancy and whether arising under his agreement the custom of the country statute or otherwise.

(c) Prior to the commencement of any building operations on the property hereby conveyed to submit plans of the proposed lay out thereof and plans and elevations and specifications of the houses proposed to be erected thereon to the Vendor for his approval and not to proceed with the erection of any buildings until the said plans elevations and specifications shall have been approved by him. Provided always that the Vendor will approve such plans if they are reasonably sufficient as well as regards elevation as in other respects for the erection of houses under the Housing Act 1925 and other Statutes enabling the Council to erect houses for the purpose of the said Acts and for the purpose of their housing scheme."

NOTE:-The points A and B referred to are similarly lettered on the filed plan.

Schedule of notices of leases

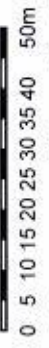
1	14.11.1983 1 (part of) HD172954	17 Cranborne Close (first floor flat)	30.9.1983 125 years from 30.9.1983
2	19.2.1987 1 (part of) HD221700	15 Cranborne Close (ground floor flat)	30.9.1986 125 years from 30.9.1983
3	20.5.1988 3 (part of) HD243298	5 Cranborne Close (ground floor flat)	7.9.1987 125 years from 30.9.1983
4	11.7.1988 2 (part of) HD245576	18 Cranborne Close (first floor flat)	29.6.1988 125 years from 30.9.1983
5	1.2.1989 5 (part of) HD256865	29 Cranborne Close (second floor flat)	9.1.1989 125 years from 30.9.1983
6	9.2.1989 5 (part of) HD257293	27 Cranborne Close (first floor flat)	27.1.1989 125 years from 30.9.1983
7	23.5.1989 6 (part of) HD261243	12 Cranborne Close (first floor flat)	25.4.1989 125 years from 30.9.1983
8	3.7.1989 7 (part of) HD264380	4 Cranborne Close	14.6.1989 125 years

Title number MX457840

Schedule of notices of leases continued

			from 30.9.1983
9	4.10.1989 8 (part of) HD265956	10 Cranborne Close (ground floor flat)	11.9.1989 125 years
			from 30.9.1983
10	17.10.1989 4 (part of) HD266476	31 Cranborne Close (second floor flat)	11.9.1989 125 years
			from 30.9.1983
11	26.4.1991 9 HD284838	125 Cranborne Crescent	15.4.1991 99 years from
			15.4.1991
	NOTE :The Lease contains an option to purchase the freehold reversion upon t he terms therein mentioned.		
12	6.4.1992 10 (part of) HD295669	38 Cranbourne Close (second floor flat)	17.3.1992 125 years
			from 30.9.1983
	NOTE : The lease comprises also other land.		
13	17.12.1992 1 (part of) HD302646	16 Cranborne Close (ground floor flat)	30.11.1992 125 years
			from 30.9.1983

End of register



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Data last updated 10:00pm 12 DECEMBER, 2018

Map scale 1:1250



Title number	Estate information	Address
MX457840	Freehold	land and buildings at Cranborne Road and Cranborne Crescent, Potters Bar

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD444894

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (15.09.2005) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Furzeffield Wood, King George V Playing Field and The Furzeffield Centre, Mutton Lane, Potters Bar.

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 (15.09.2005) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.
- 2 (15.09.2005) The Transfer to the proprietor contains a covenant of indemnity in respect of the covenants in the Conveyance dated 10 December 1934 referred to in the Charges Register.
- 3 (17.03.2014) RESTRICTION: Until 30 September 2021 no disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by The English Sports Council (the operating name of Sport England) of Third Floor, Victoria House, Bloomsbury Square, London SW1B 4SE or their conveyancer.

-NOTE: Copy Deed of Dedication filed.

C: Charges Register

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

- 1 (15.09.2005) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.
- 2 (15.09.2005) A Conveyance dated 10 December 1934 made between (1) The Right Honourable Robert Arthur James Gascoyne Cecil (2) The Right Honourable Edgar Algernon Robert Gascoyne Viscount Cecil of Chelwood and The Right Honourable Hugh Richard Heathcote Gascoyne Cecil and (3) George William John Martyn and Benjamin Sydney Dunn contains subjective

C: Charges Register continued

easements rights liabilities reservations stipulations agreements and covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

By a Deed dated 26 May 1966 made between (1) The Most Honourable Robert Arthur James Marquess of Salisbury K.G (2) The Gascoyne Cecil Estates Company and (3) The Urban District Council of Potters Bar the said covenants were expressed to be varied.

-NOTE: Copy Deed dated 26 May 1966 filed.

3 (15.09.2005) A Conveyance dated 6 August 1935 made between (1) The Right Honourable Robert Arthour James Gascoyne Cecil (2) The Right Honourable Edgar Algernon Robert Gascoyne Viscount Cecil of Chelwood and The Right Honourable Hugh Richard Heathcote Gascoyne Cecil and (3) Charles Henry Knifton and others contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

4 (15.09.2005) An Agreement dated 6 August 1935 made between (1) The County Council of The Administrative County of Middlesex and (2) The Potters Bar Urban District Council contains restrictive covenants.

-NOTE: Copy filed.

5 (15.09.2005) The parts of the land affected thereby are subject to the rights granted by a Deed of Grant dated 7 February 1949 made between (1) The Urban District Council of Potters Bar and (2) The British Legion.

-NOTE: Copy filed.

6 (15.09.2005) The parts of the land affected thereby are subject to the rights granted by a Deed of Grant dated 9 March 1955 made between (1) The Urban District Council of Potters Bar and (2) The Colne Valley Sewerage Board.

-NOTE: Copy filed.

7 (15.09.2005) 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.

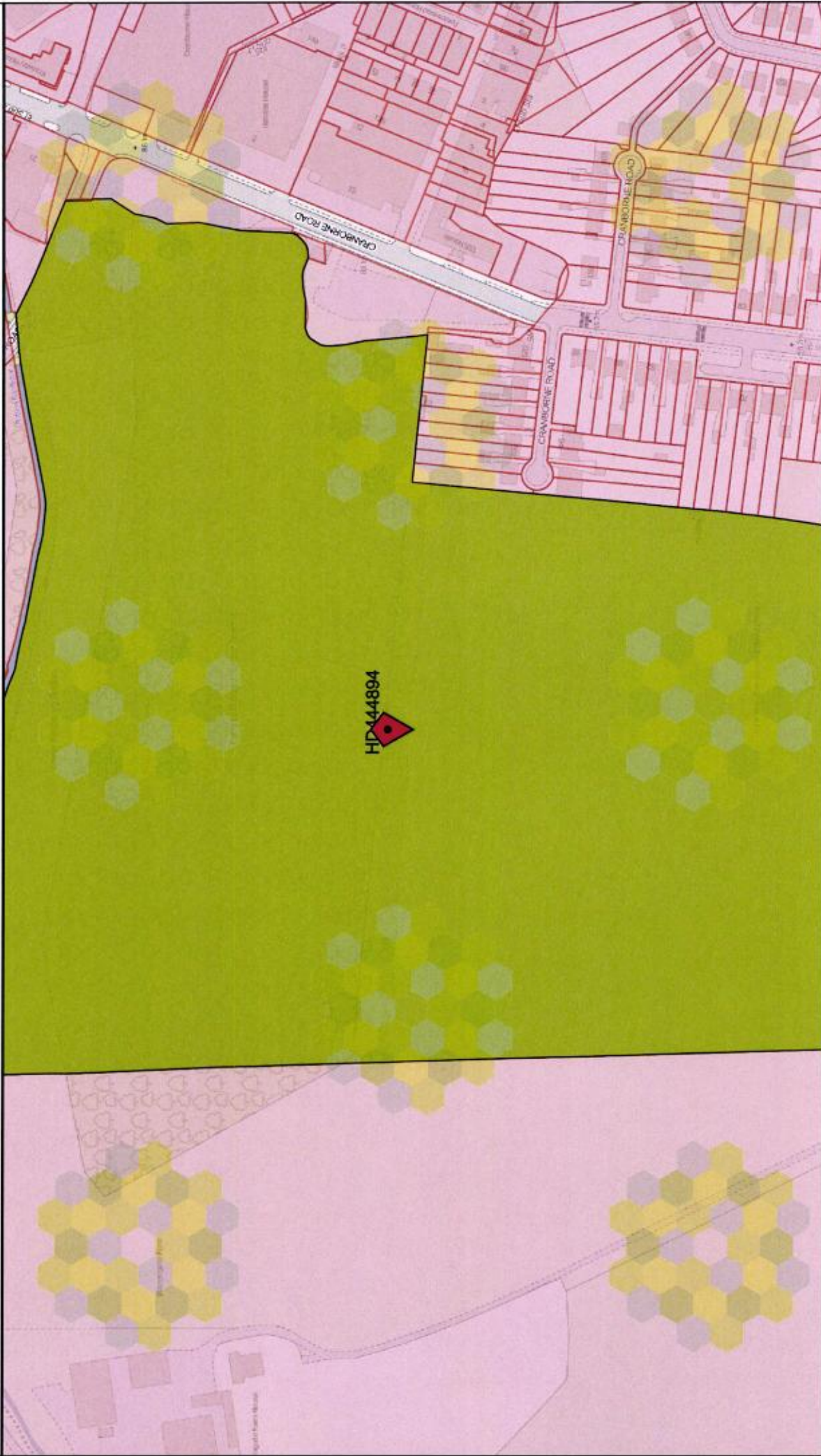
8 (15.09.2005) The parts of the land affected thereby are subject to the rights granted by a Lease of the land edged and numbered 1 in blue on the title plan on the title plan dated 28 April 1998 referred to in the schedule of leases.

-NOTE: Copy filed.

Schedule of notices of leases

1	15.09.2005 Edged and numbered 1 in blue NOTE: See entry in the Charges Register relating to the rights granted by this lease	Electricity Sub-Station	28.04.1998 99 years from 28.04.1998	HD365410
2	06.09.2011 Edged and numbered 2 in blue on supplementary plan 2 to the title plan	Land at Furzefield Centre (First Floor only)	24.01.2011 10 years from 24 January 2011	HD511185

End of register



0 10 20 30 40 50 60 70 80 100m

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Data last updated 10:00pm 12 DECEMBER, 2018

Map scale 1:2500

Title number	Estate information	Address
HD444894	Freehold	LAND AT, FURZEFIELD CENTRE MUTTON LANE, POTTERS BAR FURZEFIELD WOOD MUTTON LANE, POTTERS BAR FURZEFIELD CENTRE MUTTON LANE, POTTERS BAR EN6 3BW KING GEORGE V PLAYING FIELDS MUTTON LANE, POTTERS BAR EN6 3BN THE SITE OF AN ELECTRICITY SUB-STATION LYING TO THE NORTH EAST OF MUTTON LANE, SOUTH MIMMS, POTTERS BAR

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 11:08:35. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD444894

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (15.09.2005) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Furzeffield Wood, King George V Playing Field and The Furzeffield Centre, Mutton Lane, Potters Bar.

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 (15.09.2005) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.
- 2 (15.09.2005) The Transfer to the proprietor contains a covenant of indemnity in respect of the covenants in the Conveyance dated 10 December 1934 referred to in the Charges Register.
- 3 (17.03.2014) RESTRICTION: Until 30 September 2021 no disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by The English Sports Council (the operating name of Sport England) of Third Floor, Victoria House, Bloomsbury Square, London SW1B 4SE or their conveyancer.

-NOTE: Copy Deed of Dedication filed.

C: Charges Register

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

- 1 (15.09.2005) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.
- 2 (15.09.2005) A Conveyance dated 10 December 1934 made between (1) The Right Honourable Robert Arthur James Gascoyne Cecil (2) The Right Honourable Edgar Algernon Robert Gascoyne Viscount Cecil of Chelwood and The Right Honourable Hugh Richard Heathcote Gascoyne Cecil and (3) George William John Martyn and Benjamin Sydney Dunn contains subjective

C: Charges Register continued

easements rights liabilities reservations stipulations agreements and covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

By a Deed dated 26 May 1966 made between (1) The Most Honourable Robert Arthur James Marquess of Salisbury K.G (2) The Gascoyne Cecil Estates Company and (3) The Urban District Council of Potters Bar the said covenants were expressed to be varied.

-NOTE: Copy Deed dated 26 May 1966 filed.

3 (15.09.2005) A Conveyance dated 6 August 1935 made between (1) The Right Honourable Robert Arthur James Gascoyne Cecil (2) The Right Honourable Edgar Algernon Robert Gascoyne Viscount Cecil of Chelwood and The Right Honourable Hugh Richard Heathcote Gascoyne Cecil and (3) Charles Henry Knifton and others contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

4 (15.09.2005) An Agreement dated 6 August 1935 made between (1) The County Council of The Administrative County of Middlesex and (2) The Potters Bar Urban District Council contains restrictive covenants.

-NOTE: Copy filed.

5 (15.09.2005) The parts of the land affected thereby are subject to the rights granted by a Deed of Grant dated 7 February 1949 made between (1) The Urban District Council of Potters Bar and (2) The British Legion.

-NOTE: Copy filed.

6 (15.09.2005) The parts of the land affected thereby are subject to the rights granted by a Deed of Grant dated 9 March 1955 made between (1) The Urban District Council of Potters Bar and (2) The Colne Valley Sewerage Board.

-NOTE: Copy filed.

7 (15.09.2005) 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.

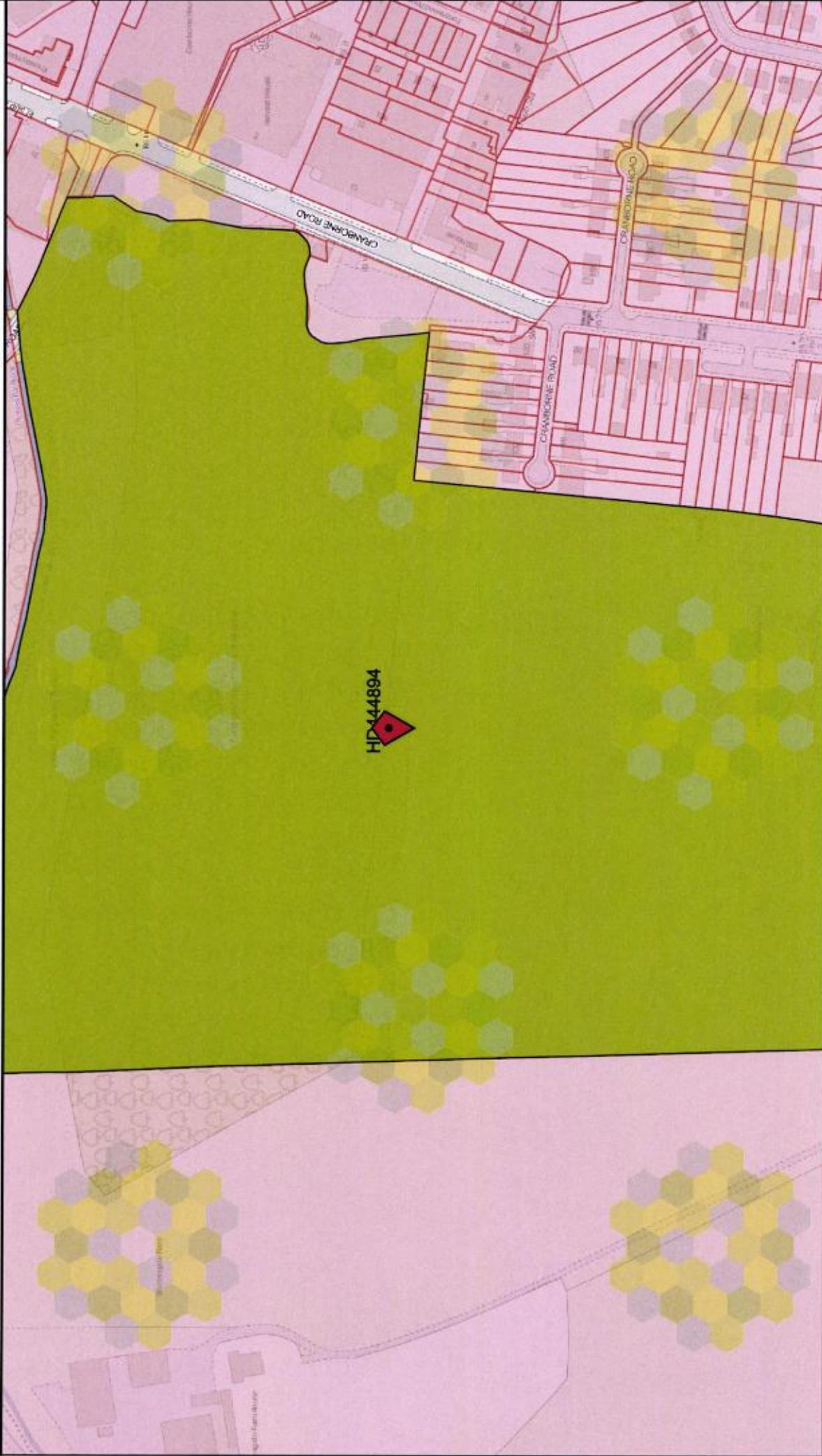
8 (15.09.2005) The parts of the land affected thereby are subject to the rights granted by a Lease of the land edged and numbered 1 in blue on the title plan on the title plan dated 28 April 1998 referred to in the schedule of leases.

-NOTE: Copy filed.

Schedule of notices of leases

1	15.09.2005 Edged and numbered 1 in blue	Electricity Sub-Station	28.04.1998 99 years from 28.04.1998	HD365410
	NOTE: See entry in the Charges Register relating to the rights granted by this lease			
2	06.09.2011 Edged and numbered 2 in blue on supplementary plan 2 to the title plan	Land at Furzefield Centre (First Floor only)	24.01.2011 10 years from 24 January 2011	HD511185

End of register



Map scale 1:2500

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Data last updated 10:00pm 12 DECEMBER, 2018



Title number	Estate information	Address
HD444894	Freehold	<p>LAND AT, FURZEFIELD CENTRE MUTTON LANE, POTTERS BAR</p> <p>FURZEFIELD WOOD MUTTON LANE, POTTERS BAR</p> <p>FURZEFIELD CENTRE MUTTON LANE, POTTERS BAR EN6 3BW</p> <p>KING GEORGE V PLAYING FIELDS MUTTON LANE, POTTERS BAR EN6 3BN</p> <p>THE SITE OF AN ELECTRICITY SUB-STATION LYING TO THE NORTH EAST OF MUTTON LANE, SOUTH MIMMS, POTTERS BAR</p>

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 11:12:40. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: MX127323

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (16.01.1937) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the West side of Mimms Hall Road and on the South side of Oulton Crescent, South Mimms.
- 2 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.
- 3 (28.06.1994) The land has the benefit of the following rights reserved by the Transfer dated 31 March 1994 referred to in the Charges Register:-

"EXCEPTING AND RESERVING for the benefit of the Council and its successors in title and occupiers of the Remaining Land and each and every part thereof the rights set forth in Schedule C hereto

SCHEDULE C

EXCEPTIONS AND RESERVATIONS

SUPPORT

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

RIGHTS OF WAY

2. The right for the Council and the owner or owners and occupiers for the time being of the Remaining Land or any part thereof and all persons authorised by it or them in common with the Transferee and its successors in title at all times for all reasonable purposes connected with the use and enjoyment of the Remaining Land or any part thereof PROVIDED THAT this right is limited in extent to the degree that such rights are at the date hereof exercised over the Property to pass and repass over those parts of the Property (if any) which form roadways footways accessways or paths serving more than two dwellings (except where such roadways footways accessways or paths form an integral part of any individual dwelling within the Property) in all cases over routes to be designated by the Transferee PROVIDED THAT the Transferee (or its successors in title) may upon giving not less than 28 days' written notice to the Council (except in case of emergency) from time to time alter the route through the Property of any such routes as it shall in its absolute discretion think fit PROVIDED FURTHER THAT it does so whilst providing 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 the alternative route provided over the Property to the Remaining Land is reasonably adequate for the then reasonable use and occupation of the Remaining Land PROVIDED ALWAYS THAT the Council its successors in title or other persons as aforesaid using such rights as are hereby granted shall pay

A: Property Register continued

and contribute together with the Transferee or its successors in title a fair and just proportion according to the extent to which they use such rights at the cost of repairing and maintaining all of such roadways footways accessways or paths.

REPAIRS

3. The right where reasonably necessary and subject to not less than 7 days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property with or without workmen and others materials and appliances for the purpose of repairing replacing and or maintaining and or decorating the Remaining Land and all buildings now erected on the Remaining Land or any replacement or renewal thereof and also during the Perpetuity Period to lay Service Conduits in over through or under the roads footways and accessways from time to time forming part of the Property to serve the Remaining Land either alone or jointly or in common with the Property (the person exercising such right causing as little damage and inconvenience as possible and making good forthwith at his or their expense all damage and loss caused thereby) and SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Transferee or its successors in title for the duration of such works.

SERVICES

4. The free and uninterrupted right to the passage and running of water soil gas electricity or other fuels telephone television and any other services to and from the Remaining Land through and along all Service Conduits which are now or where there is any replacement or renewal thereof may during the Perpetuity Period be constructed on over through in or under the Property as are used or intended to be used jointly or 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 the Council or other persons as aforesaid bearing paying and contributing together with such other persons including the Transferee and its successors in title a fair proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits TOGETHER WITH the right subject to not less than 7 days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property with or without workmen and others, materials and appliances for the purpose of laying connecting to inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Council or other person or persons as aforesaid causing as little inconvenience and damage as possible and making good forthwith at their own expense all damage or loss caused thereby) SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Transferee or its successors in title for the duration of such works 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 footways 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.

5. (Subject as provided in Clause 5 and Schedule B hereof) the right to deal with any of the Remaining Land in the Council's ownership in any manner whatsoever in the Council's absolute discretion without reference to the Transferee or its successors in title.

6. The rights to the unimpeded access and enjoyment of light and air to all the windows now and during the Perpetuity Period in the buildings on the Remaining Land and each and every part thereof now existing and to any replacement or renewal thereof to be erected upon the Remaining Land or any part thereof within the Perpetuity Period from or over the Property or any parts thereof."

NOTE: The Transfer contains the following definitions:-

"the Common Areas" shall include all existing common or amenity areas alleyways accessways footways pathways and roadways other than those which are or shall become adopted by the appropriate public authority and maintainable at the public expense

A: Property Register continued

"the Perpetuity Period" means a period of eighty years from the date hereof
"the Remaining Land" means all land adjacent to or adjoining the Property and now in the ownership of the Council the extent of which land is to be conclusively certified by the Council by reference to plans within 56 days of completion of this Transfer "Service Conduits" shall include all existing mains sewers drains pipes wires cables conduits gutters channels soakaways ditches watercourses and all other conducting media and apparatus other than those which are vested in the Statutory Undertakings NOTE 2:-The land in this title comprises part of the remaining land referred to.

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 (12.03.1940) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts,WD6 1WA.

C: Charges Register

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

- 1 A Conveyance dated 11 January 1934 made between (1) The Right Honourable Robert Arthur James Gascoyne Cecil (commonly called Viscount Cranborne and therein called the Vendor), (2) The Right Honourable Edgar Algernon Robert Gascoyne Viscount Cecil of Chelwood and The Right Honourable Hugh Richard Heathcote Gascoyne Cecil (commonly called Lord Hugh Cecil) and (3) Donald Nash Lee (therein called the purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance of the land situate near the junction of Mutton Lane and Mimms Hall Road being the site of an hotel proposed to be called The Ram dated 27 September 1935 made between (1) Fairway Homes Limited (Vendor) and (2) The Cannon Brewery Company Limited (Purchaser) contains covenants by the vendor details of which are set out in the schedule of restrictive covenants hereto.
- 3 A Conveyance of the land in this title and other land dated 25 September 1936 made between (1) Donald Nash Lee (therein called the vendor) and (2) Fairway Homes Limited (therein called the company) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 The land in this title so far as affected thereby is subject to rights of drainage through the combined drainage system therein or thereunder.
- 5 The land is subject so far as the same run therewith to the following declaration and agreement contained in a Transfer dated 30 December 1939 of the land in this title by Fairway Homes (Potters Bar) Limited to The Urban District Council of Potters Bar

"The Local Authority hereby declare that the land is conveyed to them as a Public Open Space under the provisions of the Public Health Act 1875 but the Local Authority may with the consent of the Ministry of Health appropriate the land either temporarily or permanently to such other purposes as they may think fit but in every case the previous written consent of the Company thereto shall be required (such consent however not to be unreasonably withheld)

The Local Authority hereby agrees that it will use its best endeavours to keep the land hereby transferred in an orderly neat and tidy condition and that nothing shall be done thereon which shall be or

C: Charges Register continued

become a nuisance or cause annoyance to the residents in the surrounding houses."

6 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.

7 (28.06.1994) The land is subject to the following rights granted by a Transfer of the land edged and numbered HD320937, HD320943 and HD320946 in green on the filed plan and other land dated 31 March 1994 made between (1) Hertsmere Borough Council (the Council) and (2) Aldwyck Housing Association Limited (the Transferee):-

"TOGETHER WITH the rights and easements set forth in Schedule B hereto

SCHEDULE B

RIGHTS GRANTED

SUPPORT

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

RIGHTS OF WAY

2. The right for the Transferee and the owner or owners and occupiers for the time being of the Property or any part thereof and all persons authorised by it or them at all times and for all reasonable purposes connected with the use and enjoyment of the Property or any part thereof in common with the Council and all other persons to whom a like right has been or may hereafter be granted to pass and repass (with or without vehicles in the case of roads and accessways) over and along the Common Areas now or any replacement or renewal thereof thereafter forming part of the Remaining Land and not publicly adopted the Transferee or other persons as aforesaid bearing paying and contributing together with the Council or its successors in title a reasonable proportion according to the extent to which they use such right of the cost of repairing and maintaining the Common Areas which are not maintained at public expense PROVIDED THAT the Council 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 through the Remaining Land of the Common Areas as it shall in its absolute discretion think fit PROVIDED FURTHER THAT it does so whilst providing suitable alternative routes at its own expense causing minimum inconvenience and making good as soon as practicable any damage so caused and PROVIDED THAT any alternative route provided over the Remaining Land to the Property is adequate for the present use and occupation of the property.

REPAIRS

3. The right subject to not less than 7 days' prior written notice to the Council or its successors in title (except in case of emergency) to enter upon the Remaining Land with or without workmen and others materials and appliances for the purposes of repairing replacing maintaining and/or decorating the Property and all or any buildings now erected or any replacement or renewal of such buildings and thereafter erected thereon within the Perpetuity Period (the person or person exercising such right making good forthwith at its his or their own expense all damage and loss caused thereby) and also during the Perpetuity Period to lay Service Conduits in over through or under the Common Areas now or where there is any replacement or renewal thereof thereafter forming part of the Remaining Land to serve the Property either alone or jointly or in common with the Remaining Land (the person exercising such right causing as little damage and inconvenience as possible and making good forthwith at his or their expense all damage and loss caused thereby) and SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Council or its successors in title for the duration of such works.

SERVICES

C: Charges Register continued

4. The free and uninterrupted right to the passage and running of water soil gas electricity or other fuel telephone television and other services to and from the Property through and along all Service Conduits as are now or where there is any replacement or renewal thereof as may during the Perpetuity Period be in through under or over the Remaining Land as are used or intended to be used jointly or in common with the Council and all other persons who are now or may hereafter be entitled to connect with or use the same or any of them the Transferee its successors in title or other persons as aforesaid bearing paying and contributing together with such other persons including the Council and its successors in title a fair proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing replacing maintaining renewing altering adjusting and cleansing the Service Conduits TOGETHER WITH the right and subject to not less than 7 days' prior written notice to the Council or its successors in title (except in case of emergency) to enter on to the Remaining Land with or without workmen and others materials and appliances for the purpose of connecting to laying inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Transferee or its successors in title causing as little inconvenience and damage as possible and making good forthwith at its his or their own expense all damage and loss caused thereby) SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Council or its successors in title for the duration of such works PROVIDED THAT this includes (subject as aforesaid) the right during the Perpetuity Period to make further connections and to lay in under through or over the Common Areas now or where there is any replacement or renewal thereof thereafter forming part of the Property such further Service Conduits as are reasonably necessary for any increased flow from time to time PROVIDED FURTHER THAT the Council may upon giving not less than 28 days written notice to the Transferee or its successors in title (except in case of emergency) from time to time alter the route of the Service Conduits in the Remaining Land as it shall in its absolute discretion think fit which shall not involve the Transferee in any additional expenditure by way of maintenance repair or otherwise PROVIDED ALWAYS THAT any alternative route is adequate for the present use and occupation of the Property AND PROVIDED FURTHER THAT the Council provides suitable alternative services at its own expense and causes during the course of such works minimum inconvenience and makes good forthwith any damage caused.

5. The rights to the unimpeded access and enjoyment of light and air to all windows now and during the Perpetuity Period in the buildings upon the Property and each and every part thereof now existing and to any replacement or renewal thereof thereafter erected upon the Property or any part thereof within the Perpetuity Period from or over the Remaining Land or any parts thereof. Provided that such rights shall not in any way restrict or prevent the development of the land shown coloured green on the Plan marked A annexed hereto."

NOTE: The land edged green referred to lies to the south of the land in this title.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 11 January 1934 referred to in the Charges Register:-

Not to erect or set up upon the property thereby assured or any part thereof any building or other erection save and except private dwellinghouses with the necessary outbuildings thereto of a minimum value of £250 each house (prime cost) or such other buildings as may be authorised from time to time by any Town Planning Scheme affecting the property.

- 2 The following are details of the covenants contained in the Conveyance dated 27 September 1935 referred to in the Charges Register:-

"1. No intoxicating liquor shall be sold in upon or from the land edged blue on the plan No. 2 hereto annexed or any building for the time being standing thereon (except the land hereby conveyed) for

Schedule of restrictive covenants continued

consumption on or off the premises.

2. No club where intoxicating liquor may be distributed or consumed shall be conducted or meet upon the said land edged blue on the said plan No. 2 or in or upon any building for the time being thereon except the land hereby conveyed."

NOTE: The land edged blue on the plan referred to includes the land in this title.

3 The following are details of the covenants contained in the Conveyance dated 25 September 1936 referred to in the Charges Register:-

"THE Company hereby covenants with the vendor to the intent and so as to bind as far as practicable the property hereby conveyed into whosoever hands the same may come and to benefit and protect the vendors other land in the immediate vicinity not to erect or set up on the property hereby conveyed or any part thereof any buildings or other erections save and except private dwellinghouses with the necessary outbuildings thereto of a minimum value of two hundred and fifty pounds each house (prime cost) or such other buildings as may be authorised from time to time by any Town Planning Scheme affecting the property."

Schedule of notices of leases

1	03.07.1963	Electricity sub-station	01.05.1963	MX456410
	1		99 years	
			1.6.1963	

NOTE: The Lease grants the right to lay maintain and renew electric cables conduits and pipes a right of way and other rights

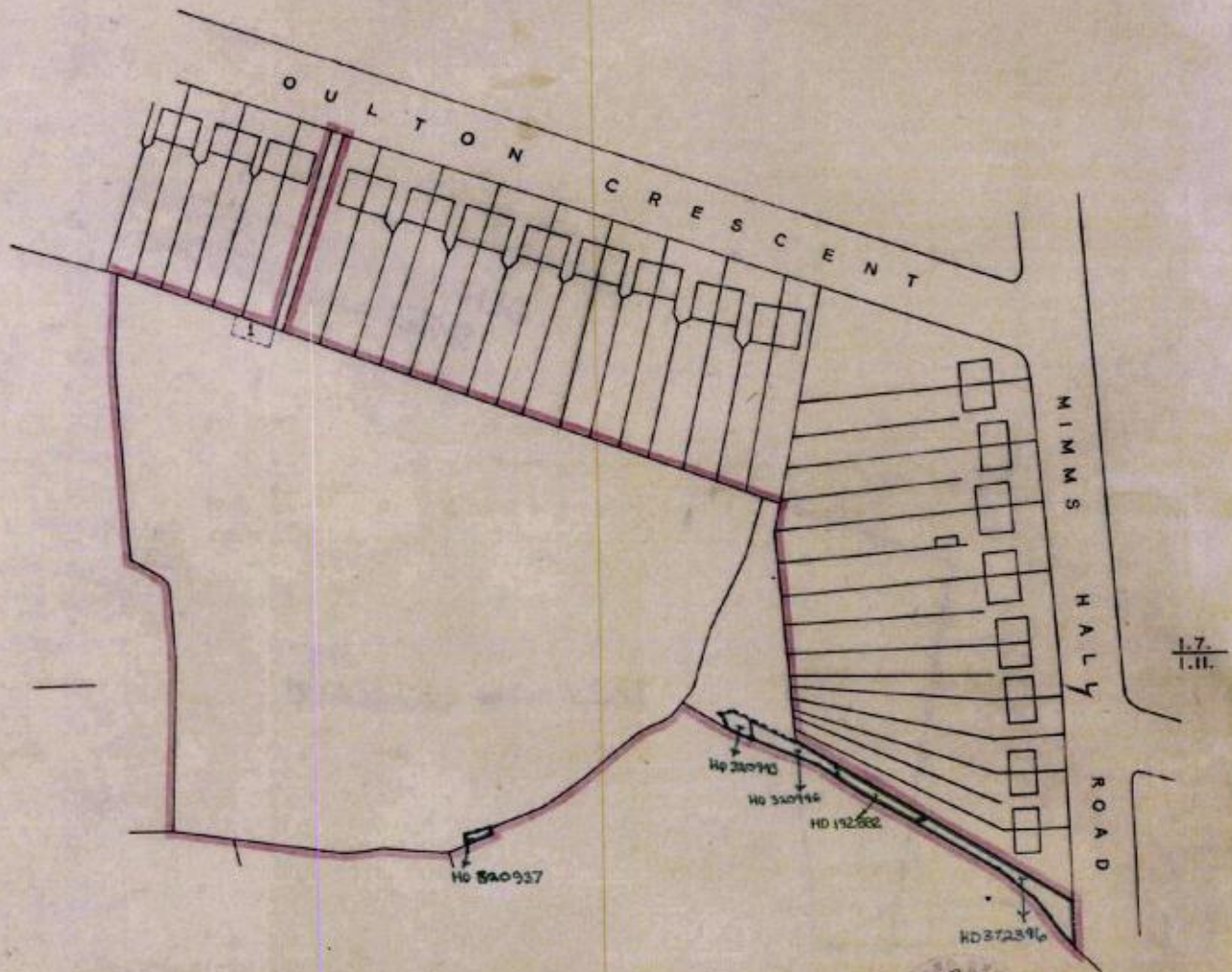
End of register

H.M. LAND REGISTRY

Scale 1/1250

MERTONSHIRE

MERTONSHIRE



Parish SOUTH MIMMS

O.S. Sheet MIDD. 1.7 & 1.11.

MB.26

Gen. Map Ref. 1.7 P 12.

Filed Plan of Title No. **MX 127323**

Pla
15/3/1940

This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 19 December 2018 at 11:13:18. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 11:08:35. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD444894

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (15.09.2005) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Furzeffield Wood, King George V Playing Field and The Furzeffield Centre, Mutton Lane, Potters Bar.

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 (15.09.2005) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.
- 2 (15.09.2005) The Transfer to the proprietor contains a covenant of indemnity in respect of the covenants in the Conveyance dated 10 December 1934 referred to in the Charges Register.
- 3 (17.03.2014) RESTRICTION: Until 30 September 2021 no disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by The English Sports Council (the operating name of Sport England) of Third Floor, Victoria House, Bloomsbury Square, London SW1B 4SE or their conveyancer.

-NOTE: Copy Deed of Dedication filed.

C: Charges Register

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

- 1 (15.09.2005) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.
- 2 (15.09.2005) A Conveyance dated 10 December 1934 made between (1) The Right Honourable Robert Arthur James Gascoyne Cecil (2) The Right Honourable Edgar Algernon Robert Gascoyne Viscount Cecil of Chelwood and The Right Honourable Hugh Richard Heathcote Gascoyne Cecil and (3) George William John Martyn and Benjamin Sydney Dunn contains subjective

C: Charges Register continued

easements rights liabilities reservations stipulations agreements and covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

By a Deed dated 26 May 1966 made between (1) The Most Honourable Robert Arthur James Marquess of Salisbury K.G (2) The Gascoyne Cecil Estates Company and (3) The Urban District Council of Potters Bar the said covenants were expressed to be varied.

-NOTE: Copy Deed dated 26 May 1966 filed.

3 (15.09.2005) A Conveyance dated 6 August 1935 made between (1) The Right Honourable Robert Artheur James Gascoyne Cecil (2) The Right Honourable Edgar Algernon Robert Gascoyne Viscount Cecil of Chelwood and The Right Honourable Hugh Richard Heathcote Gascoyne Cecil and (3) Charles Henry Knifton and others contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

4 (15.09.2005) An Agreement dated 6 August 1935 made between (1) The County Council of The Administrative County of Middlesex and (2) The Potters Bar Urban District Council contains restrictive covenants.

-NOTE: Copy filed.

5 (15.09.2005) The parts of the land affected thereby are subject to the rights granted by a Deed of Grant dated 7 February 1949 made between (1) The Urban District Council of Potters Bar and (2) The British Legion.

-NOTE: Copy filed.

6 (15.09.2005) The parts of the land affected thereby are subject to the rights granted by a Deed of Grant dated 9 March 1955 made between (1) The Urban District Council of Potters Bar and (2) The Colne Valley Sewerage Board.

-NOTE: Copy filed.

7 (15.09.2005) 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.

8 (15.09.2005) The parts of the land affected thereby are subject to the rights granted by a Lease of the land edged and numbered 1 in blue on the title plan on the title plan dated 28 April 1998 referred to in the schedule of leases.

-NOTE: Copy filed.

Schedule of notices of leases

1	15.09.2005 Edged and numbered 1 in blue NOTE: See entry in the Charges Register relating to the rights granted by this lease	Electricity Sub-Station	28.04.1998 99 years from 28.04.1998	HD365410
2	06.09.2011 Edged and numbered 2 in blue on supplementary plan 2 to the title plan	Land at Furzefield Centre (First Floor only)	24.01.2011 10 years from 24 January 2011	HD511185

End of register



Map scale 1:2500

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Data last updated 10:00pm 12 DECEMBER, 2018



Title number	Estate information	Address
HD444894	Freehold	LAND AT, FURZEFIELD CENTRE MUTTON LANE, POTTERS BAR FURZEFIELD WOOD MUTTON LANE, POTTERS BAR FURZEFIELD CENTRE MUTTON LANE, POTTERS BAR EN6 3BW KING GEORGE V PLAYING FIELDS MUTTON LANE, POTTERS BAR EN6 3BN THE SITE OF AN ELECTRICITY SUB-STATION LYING TO THE NORTH EAST OF MUTTON LANE, SOUTH MIMMS, POTTERS BAR



Map scale 1:1250

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Data last updated 10:00pm 12 DECEMBER, 2018



Title number	Estate information	Address
HD263600	Freehold	LAND ON THE NORTH EAST SIDE OF MUTTON LANE, SOUTH MIMMS, POTTERS BAR

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 7 DEC 2018 AT 17:23:20. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD263600

There is/are applications(s) pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (22.05.1939) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the north east side of Mutton Lane, Potters Bar.
- 2 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.
- 3 Where the parts edged and numbered in green on the title plan include part of joint accessways rights of way are reserved thereover.
- 4 Where the parts edged and numbered in green on the title plan include parts of passageways rights of way on foot only are reserved thereover.
- 5 Where the parts edged and numbered in green on the filed plan include casual parking spaces, rights of user are reserved thereover.
- 6 (23.06.1993) The land edged and lettered "A" in red on the title plan added to the title on 23 June 1993.
- 7 (23.06.1993) The Transfer dated 7 May 1993 referred to in the Charges Register contains the following provision:-

"It is hereby agreed and declared by the parties hereto that the said Walter Lawrence shall not be or become entitled to any right of light or air or other easement or right in the nature of an easement which would prevent restrict or interfere with the Council's use of the Red Land and the Blue Land as residential building land or any other use for which a valid planning permission is held "

NOTE 1: The Red Land referred to is edged red on the Transfer plan and the Blue Land is hatched blue thereon

-NOTE 2: Copy plan filed.

- 8 (23.06.1993) The land has the benefit of the following rights granted by the Transfer dated 7 May 1993 referred to in the Charges Register:-

"the right of Walter Lawrence for the purpose of access and maintenance to pass and repass on foot only over the Green Land Walter Lawrence in exercising this right to endeavour to cause no damage or disturbance to such land and in the event of any damage or disturbance to take immediate steps at its own expense to remedy and rectify the same"
- NOTE 1: The Green Land referred to is coloured green on the Transfer plan
- NOTE 2: Copy plan filed.
- 9 (13.07.1993) The land has the benefit of the following rights reserved by the Transfer dated 7 May 1993 referred to in the Charges Register:-

A: Property Register continued

"there is excepted and reserved unto Walter Lawrence:

(i) the right in common with the Council and any other party lawfully so entitled to use all sewers drains and watercourses all pipes cables or conducting media in on or over the Red Land and the Green Land and all other easements or rights in the nature of easements necessary for the full use and enjoyment of the Retained Land on payment of a fair and proper proportion of the cost of repair and maintenance of the same

(ii) the right to enter upon that part of the Red Land having a depth of 0.5 metres immediately adjoining the Retained Land between the points marked A-B-C-D on the Plan for the purposes of construction and maintenance of any requisite retaining wall between the points C-D thereon and concrete haunching at the back of the footpath constructed or to be constructed at the points marked A-B-C thereon making good forthwith any damage to the Red Land caused thereby to the reasonable satisfaction of the Council"

NOTE 1: See notes above as to the Red and Green Land

-NOTE 2: Copy plan filed.

- 10 (25.03.2009) The land edged and lettered "B" in red on the title plan restored to the title on 3 March 2009.

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 (01.03.2007) PROPRIETOR: MARCHWIEL PROPERTIES LIMITED (Co. Regn. No. 00662675) care of Kinnaird House 1-4 Pall Mall East, London SW1Y 5AU.
- 2 (01.03.2007) The Transfer dated 21 March 1989 referred to in the Charges Register between contains Purchaser's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 21 March 1989 referred to in the Proprietorship Register:-

THE Transferee hereby covenants with the Transferor that within twelve months of the date hereof it will construct at its own expense upon the land shown cross-hatched on the plan a road together with footpaths lighting and drainage to a specification to be first approved in writing by the Transferor's County Surveyor the said road to be constructed to adoption standard and shall be offered for adoption as a publicly maintained highway.

NOTE: The land shown cross-hatched referred to is tinted blue on the filed plan.

C: Charges Register

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

Title number HD263600

- 1 An Agreement dated 15 April 1924 made between (1) Marquess of Salisbury and (2) The North Metropolitan Electric Power Supply Company relates to the easement or right to maintain poles and electric cables the approximate positions of which are shown by blue broken lines on the filed plan so far as they affect the land in this title.

-NOTE: Copy filed under MX115625.

- 2 The land is subject to the following rights reserved by a Transfer of the land in this title dated 21 March 1989 made between (1) Hertfordshire County Council (Transferors) and (2) Walter Lawrence Homes Chilterns Limited (Transferees):-

"EXCEPTING AND RESERVING unto the Transferor and its successors in title for the benefit of the transferor's adjoining or neighbouring land situate to the south west of the property hereby transferred the following:-

(a) all rights of drainage and passage and running of gas electricity water and soil through any drains pipes watercourses electricity and telephone cables which are now or which may within eighty years of the date hereof be laid in under or over the property hereby transferred and which serve or are capable of serving the said adjoining or neighbouring land

(b) the right to enter upon the property hereby transferred for the purpose of inspecting repairing maintaining and cleansing the drains pipes watercourses electricity and telephone cables referred to in paragraph (a) above and to make connections thereto and to lay and maintain inspect and repair additional drains pipes and cables which may be required to serve the Transferor's adjoining or neighbouring land together with the like right for the purpose of repairing or maintaining or renewing any building or structure now or hereafter standing on any adjoining property of the Transferor (so far only as it is reasonably necessary to enter upon the property hereby transferred to execute such works) the Transferor doing as little damage as possible and making good all damage caused to the property hereby transferred in the exercise of the said rights

(c) the full and free right of way at all times and for all purposes on foot or with vehicles over the land shown cross-hatched on the plan and over the road and footpaths to be constructed by the Transferee upon the said land pursuant to Clause 2 hereof until such time as the said road and footpaths are adopted as a public highway maintained together with the right to make a connection to the said road from the Transferor's adjoining land to serve as a means of access to the school premises proposed to be constructed on the said adjoining land the Transferor making good all damage thereby caused

(d) There shall also be expected and reserved to the Transferor all necessary rights of way and access both for vehicles and pedestrians to the retained plots over the roads and footpaths to be constructed on the property until such roads and footpaths are adopted by the Highway Authority together with the right to use and connect to all services laid in under or over the said roads and footpaths or other parts of the property hereby transferred the Transferor making good all damage occasioned in the exercise of such rights."

NOTE: The land shown cross-hatched on the plan is tinted blue on the filed plan.

- 3 (26.10.1990) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 3 October 1990 made between (1) Walter Lawrence Homes Chilterns Limited (Grantor) and (2) Eastern Electricity Plc (the Company):-

"FULL RIGHT AND LIBERTY for the Company to lay maintain repair renew use alter inspect or remove electric cables and lines and conduits or pipes for containing the same where necessary (hereinafter referred to as "the said works") under the land being part of the above mentioned title in the position shown by a broken black line between the points A-L B-C D-F E-G H-J and I-K on Drawing Number 32914D Issue A annexed hereto AND ALSO full right and liberty to enter on and break up the surface of so much of the land of the Grantor as may be necessary from time to time for the purpose of laying and thereafter as occasion shall require relaying inspecting repairing renewing altering or removing the

C: Charges Register continued

said works TO HOLD the same unto the Company in fee simple TO THE INTENT that the said rights shall be used in connection with and as appurtenant to the whole and every part of the statutory electricity undertaking of the Company."

NOTE: The black broken line referred to is reproduced on Supplementary Plan No. 1 to the filed plan.

- 4 (26.10.1990) The Deed dated 3 October 1990 referred to above contains the following covenants:-

"THE Grantor hereby covenants with the Company that the Grantor and those deriving title under him will at all times hereafter observe and perform the following stipulations that is to say:

(a) that nothing shall be done or suffered to be done upon the said land shown by a black dotted line on the said site plan which may in any way interfere with or damage the said electric cables and lines and conduits or pipes or interfere with or obstruct the Company's access thereto and without prejudice to the generality of the foregoing that no building or other erection shall be constructed and no trees shall be planted over the said land shown by black dotted line on the said site plan

(b) that the ground cover or the depth of soil over the said electric cables and lines and conduits or pipes will not in any way be altered

(c) that no excavations over the said strip of land shown by black dotted line on the said site plan will be carried out without a representative of the Company being in attendance."

NOTE: The black dotted line referred to is reproduced on Supplementary Plan No. 1 to the filed plan.

- 5 The footpaths included in this title that lead to the roads are subject to rights of way on foot only and the roads and crossover are subject to rights of way.
- 6 The land is subject to rights of drainage and rights in respect of water, gas and electricity supply services.
- 7 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 overhang and building of eaves, gutters and rainwater pipes and encroachment of foundations of buildings erected on the parts so edged and numbered in green.
- 8 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 for the purpose of maintaining, renewing and repairing the property or any party structure erected on such parts so edged and numbered in green.
- 9 The accessways included in this title are subject to rights of way.
- 10 The passageways included in this title are subject to rights of way on foot only.
- 11 The casual car parking spaces included in this title are subject to rights of user.
- 12 (23.06.1993) The land is subject to the following rights reserved by a Transfer which exchanged the land edged and lettered A in red on the filed plan for the land edged and numbered HD306990 in green on the filed plan dated 7 May 1993 made between (1) Hertfordshire County Council (Council) and (2) Walter Lawrence Homes Chilterns Limited (Walter Lawrence):-

"There is excepted and reserved unto Walter Lawrence:

(i) the right in common with the Council and any other party lawfully so entitled to use all sewers drains and watercourses all pipes cables or conducting media in on or over the Red Land and the Green Land and all other easements or rights in the nature of easements necessary for the full use and enjoyment of the Retained Land on payment of a fair and proper proportion of the cost of repair and maintenance of the same

C: Charges Register continued

(ii) the right to enter upon that part of the Red Land having a depth of 0.5 metres immediately adjoining the Retained Land between the points marked A-B-C-D on the Plan for the purposes of the construction and maintenance of any requisite retaining wall between the points C-D thereon and concrete haunching at the back of the footpath constructed or to be constructed at the points marked A-B-C thereon making good forthwith any damage to the Red Land caused thereby to the reasonable satisfaction of the Council."

NOTE 1: The Red Land and Green Land referred to are edged red and coloured green respectively on the Transfer plan. The Retained Land is the land in this title

-NOTE 2: Copy filed.

13 (13.07.1993) The land is subject to the following rights granted by the Transfer dated 7 May 1993 referred to above:-

"The right of the Council for the purposes of access and maintenance to pass and repass on foot only along that part of the Retained Land having a width of 0.5 metres as is shown coloured Yellow on the Plan the Council in exercising this right to endeavour to cause no damage or disturbance to such land and in the event of any damage or disturbance to take immediate steps at its own expense to remedy and rectify the same"

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 11:15:42. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD147183

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (11.05.1925) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 54 to 76 Carpenter Way, 22 to 104 Oakmere Avenue, 21 to 27 Gregory Avenue, South Mimms.
- 2 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.
- 3 Where the parts edged and numbered in green on the filed plan include side passageways rights of way on foot only are reserved thereover.
- 4 The Transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed by Paragraph 2 of Schedule 2 of that Act.
- 5 The transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of that Act.

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 (19.01.1982) Proprietor(s): HERTSMEREBOROUGH COUNCIL of Council Offices, Elstree Way, Borehamwood, Herts.
- 2 (19.01.1982) RESTRICTION :-Except under an order of the registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Local Government act 1972 or some other Act or authority.

C: Charges Register

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

- 1 The land is subject to rights to make connection with and use the drains waterpipes and all other services therein or thereunder.
- 2 The roads and footpaths on the Oakmere Estate included in the title are subject to rights of way.

C: Charges Register continued

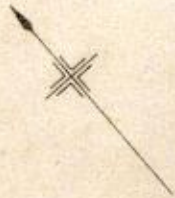
- 3 The side passageways included in the title are subject to rights of way on foot only.
- 4 (19.05.1994) The parts of the land affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to rights of support
- 5 (19.05.1994) The parts of the land affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to rights of entry for the purpose of repairing, replacing, maintaining and for decorating the buildings erected on the parts so edged and numbered in green
- 6 (19.05.1994) The land is subject to rights of drainage and rights in respect of water gas electricity and other services.

End of register

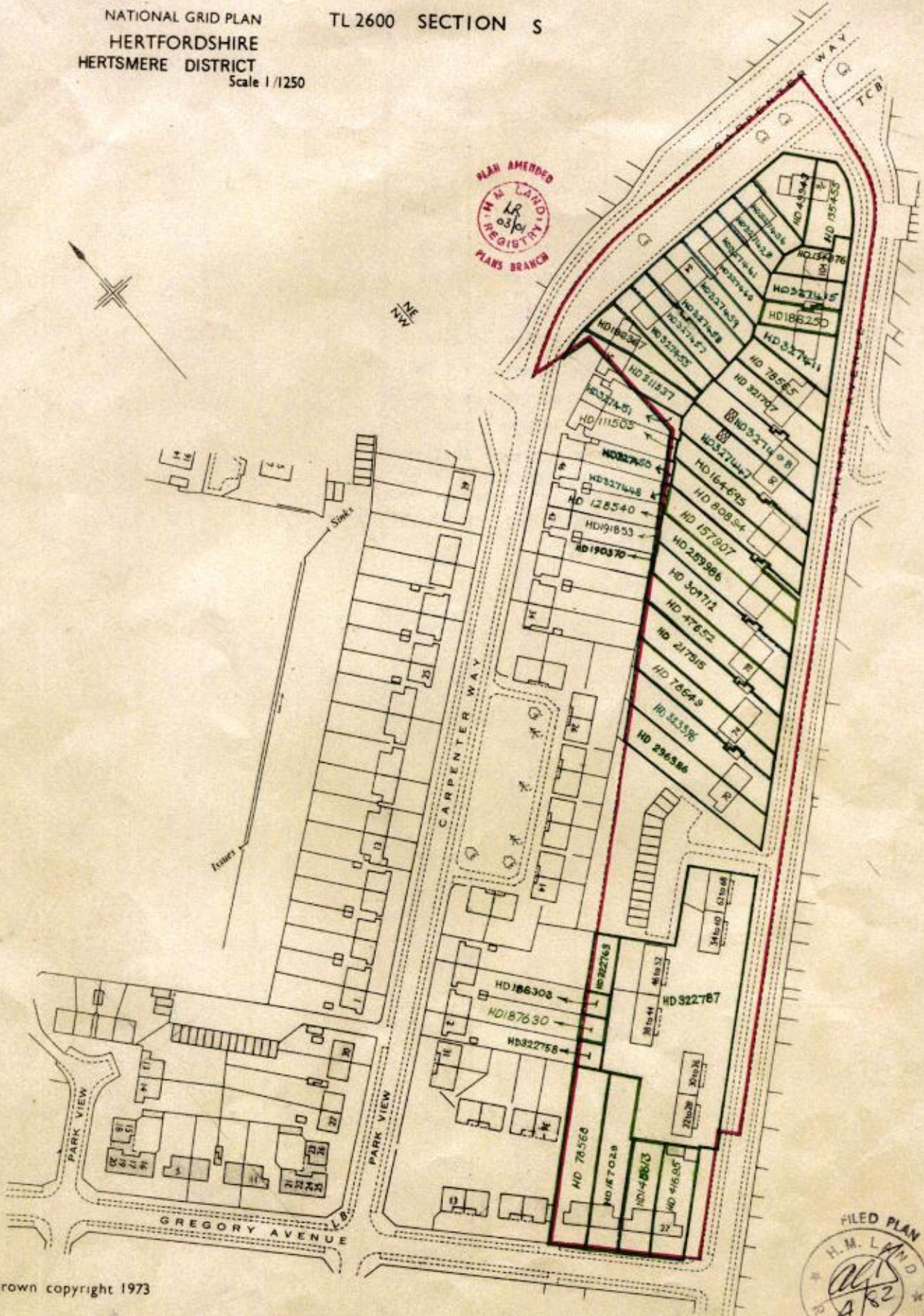
H. M LAND REGISTRY

NATIONAL GRID PLAN
HERTFORDSHIRE
HERTSMERE DISTRICT
Scale 1/1250

TL 2600 SECTION 5



N 1/4
E



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Title No. HD 147183

This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 19 December 2018 at 11:17:06. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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TITLE No.

HD 147183

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MB 64

Sent to Field		Removals from Title									
Title No.	Date	Title No.	Date	Title No.	Date	Title No.	Date	Title No.	Date	Title No.	Date
		HD164695	11.4.83	HD327457	12.10.94						
		HD186250	7-11-84	HD327458	12.10.94						
		HD186367	9-11-84	HD327459	12.10.94						
		HD186303	8-11-84	HD327460	12.10.94						
		HD187630	12.12.84	HD327461	12.10.94						
		HD190370	28.2.85	HD327428	12.10.94						
		HD191853	17.4.85	HD327436	12.10.94						
		HD217515	28.11.86	HD327447	12.10.94						
		HD259986	20.4.89	HD327408	12.10.94						
		HD2916386	20.4.92	HD327411	12.10.94						
		HD30972	13.8.93	HD327415	12.10.94						
		HD311537	7.10.93								
		HD321707	4.7.94								
		HD322758	19.7.94								
		HD322763	19.7.94								
		HD322787	19.7.94								
		HD323396	29.7.94								
		HD327448	12.10.94								
		HD327450	12.10.94								
		HD327451	12.10.94								
		HD327456	12.10.94								

MAP SECTION REFERENCE(S):

LEGAL STAFF REQUIREMENTS

References required on new title filed plans for T.P.'s and absolute D.F.L.'s falling within:
(a)

.....

(b) So far as affected by:

No references required (at this stage for):

Additional notes required on Certificates in Form 102:

.....

Additional Notes

Lease Nos. Used

.....

PL7 Sent

Estate Plans Approved

Solicitors

Messrs.

.....

Ref.

Telephone

Dd8037575/MTL/3000/10-79

This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 19 December 2018 at 11:17:06. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

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THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 11:17:54. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: MX45364

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (01.04.1937) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Oakmere House Beefeater, High Street, Potters Bar (EN6 5BT).
- 2 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.
- 3 The land edged and lettered A in red on the filed plan restored to the title on 8 May 1940.
- 4 The Transfer of the part edged and numbered MX72167 in green on the filed plan reserved rights of drainage and unless otherwise stated below Transfers of the further parts edged and numbered in green on the filed plan reserve rights of drainage and rights to lay and maintain other services.
- 5 The Transfer of the part edged and numbered MX311441 in green on the filed plan reserved a right of way over the part of the side passageway included therein and unless passageways reserve rights of way thereover.
- 6 The land lettered D in red on the filed plan added to the title.
- 7 The Transfers of the parts edged and numbered as below in green on the filed plan do not reserve rights of drainage as mentioned in the note above.

Title No.	Date	Application No.
MX329884	19.10.1956	38215/56
MX366364	28. 8.1958	34617/58
MX366365	28. 8.1958	34618/58
HD61796	4. 5.1970	67476/70

- 8 The Transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 of that Act.
- 9 (28.09.1993) The transfers of those parts edged and numbered in green on the title plan which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of that Act.
- 10 (16.06.1994) The land has the benefit of the following rights reserved by the Transfer dated 31 March 1994 referred to in the Charges Register:-

"EXCEPTING AND RESERVING for the benefit of the Council and its successors in title and occupiers of the Remaining Land and each and

A: Property Register continued

every part thereof the rights set forth in Schedule C hereto

SCHEDULE C

EXCEPTIONS AND RESERVATIONS

SUPPORT

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

RIGHTS OF WAY

2. The right for the Council and the owner or owners and occupiers for the time being of the Remaining Land or any part thereof and all persons authorised by it or them in common with the Transferee and its successors in title at all times for all reasonable purposes connected with the use and enjoyment of the Remaining Land or any part thereof PROVIDED THAT this right is limited in extent to the degree that such rights are at the date hereof exercised over the Property to pass and re-pass over those parts of the Property (if any) which form roadways footways accessways or paths serving more than two dwellings (except where such roadways footways accessways or paths form an integral part of any individual dwelling within the Property) in all cases over routes to be designated by the Transferee PROVIDED THAT the Transferee (or its successors in title) may upon giving not less than 28 days' written notice to the Council (except in case of emergency) from time to time alter the route through the Property of any such routes as it shall in its absolute discretion think fit PROVIDED FURTHER THAT it does so whilst providing 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 the alternative route provided over the Property to the Remaining Land is reasonably adequate for the then reasonable use and occupation of the Remaining Land PROVIDED ALWAYS THAT the Council its successors in title or other persons as aforesaid using such rights as are hereby granted shall pay and contribute together with the Transferee or its successors in title a fair and just proportion according to the extent to which they use such rights at the cost of repairing and maintaining all of such roadways footways accessways or paths.

REPAIRS

3. The right where reasonably necessary and subject to not less than 7 days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property with or without workmen and others materials and appliances for the purpose of repairing replacing and or maintaining and or decorating the Remaining Land and all buildings now erected on the Remaining Land or any replacement or renewal thereof and also during the Perpetuity Period to lay Service Conduits in over through or under the roads footways and accessways from time to time forming part of the Property to serve the Remaining Land either alone or jointly or in common with the Property (the person exercising such right causing as little damage and inconvenience as possible and making good forthwith at his or their expense all damage and loss caused thereby) and SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Transferee or its successors in title for the duration of such works.

SERVICES

4. The free and uninterrupted right to the passage and running of water soil gas electricity or other fuels telephone television and any other services to and from the Remaining Land through and along all Service Conduits which are now or where there is any replacement or renewal thereof may during the Perpetuity Period be constructed on over through in or under the Property as are used or intended to be used jointly or 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 the Council or other persons as aforesaid bearing paying and contributing together with such other persons including the Transferee and its successors in title a fair proportion according to the extent

A: Property Register continued

to which their respective properties are served thereby of the cost of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits TOGETHER WITH the right subject to not less than 7 days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property with or without workmen and others, materials and appliances for the purpose of laying connecting to inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Council or other person or persons as aforesaid causing as little inconvenience and damage as possible and making good forthwith at their own expense all damage or loss caused thereby) SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Transferee or its successors in title for the duration of such works 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 footways 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.

5. (Subject as provided in Clause 5 and Schedule B hereof) the right to deal with any of the Remaining Land in the Council's ownership in any manner whatsoever in the Council's absolute discretion without reference to the Transferee or its successors in title.

6. The rights to the unimpeded access and enjoyment of light and air to all the windows now and during the Perpetuity Period in the buildings on the Remaining Land and each and every part thereof now existing and to any replacement or renewal thereof to be erected upon the Remaining Land or any part thereof within the Perpetuity Period from or over the Property or any parts thereof."

NOTE 1: The Transfer contains the following definitions:-

"the Common Areas"	shall include all existing common or amenity areas alleyways accessways footways pathways and roadways other than those which are or shall become adopted
"the Perpetuity Period"	by the appropriate public authority and maintainable at the public expense means a period of eighty years from the date hereof
"the Remaining Land"	means all land adjacent to or adjoining the Property and now in the ownership of the Council the extent of which land is to be conclusively certified by the Council by reference to plans within 56 days of completion of this Transfer
"Service Conduits"	shall include all existing mains sewers drains pipes wires cables conduits gutters channels soakaways ditches watercourses and all other conducting media and apparatus other than those which are vested in the Statutory Undertakings

NOTE 2: The land in this title comprises part of the remaining land referred to.

11 (15.08.1996) The hatched 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

B: Proprietorship Register continued

- 1 (01.04.1937) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of The Civic Offices, Elstree Way, Borehamwood, Herts.

C: Charges Register

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

- 1 The land tinted brown on the filed plan is subject to rights of way.
- 2 A Transfer of the land lettered A in red on the filed plan and other land dated 26 November 1937 made between (1) Potters Bar Urban District Council (Transferors) and (2) Edward Hicks (Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 The land lettered A in red on the filed plan is subject to rights of drainage through the sewers channels and drains therein of thereunder.
- 4 The land is subject to rights to connect with and use the drains waterpipes and all other services therein and thereunder.
- 5 The land tinted blue on the filed plan is subject to rights of way.
- 6 A Transfer which included the land lettered D in red on the filed plan dated 28 April 1944 made between (1) Nevin McGladdery (Vendor) and (2) Emile Percy Field (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 7 Lease dated 21 March 1969 of the land numbered 2 on the filed plan to The Eastern Electricity Board for 99 years from 1 November 1968 at the rent of £5 per annum.

NOTE 1: The Lease grants rights of way over the land hatched yellow on the filed plan and rights to lay maintain inspect renew use alter and remove electric cables lines conduits or pipes under the land hatched brown on the filed plan and ancillary rights of entry

-NOTE 2: Lessee's Title registered under HD57756.

- 8 The Estate roads included in the title are subject to rights of way.
- 9 The parts of the side passageways included in the title are subject to rights of way on foot only.
- 10 (16.06.1994) The land is subject to the following rights granted by a Transfer of the land edged and numbered HD320706-HD320726 (inc) in green on the filed plan dated 31 March 1994 made between (1) Hertsmere Borough Council (the Council) and (2) Aldwyck Housing Association Limited (the Transferee):-

"TOGETHER WITH the rights and easements set forth in Schedule B hereto

SCHEDULE B

RIGHTS GRANTED

SUPPORT

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

RIGHTS OF WAY

2. The right for the Transferee and the owner or owners and occupiers for the time being of the Property or any part thereof and all persons authorised by it or them at all times and for all reasonable purposes connected with the use and enjoyment of the Property or any part thereof in common with the Council and all other persons to whom a like right has been or may hereafter be granted to pass and repass (with or without vehicles in the case of roads and accessways) over and along the Common Areas now or any replacement or renewal thereof thereafter

C: Charges Register continued

forming part of the Remaining Land and not publicly adopted the Transferee or other persons as aforesaid bearing paying and contributing together with the Council or its successors in title a reasonable proportion according to the extent to which they use such right of the cost of repairing and maintaining the Common Areas which are not maintained at public expense PROVIDED THAT the Council 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 through the Remaining Land of the Common Areas as it shall in its absolute discretion think fit PROVIDED FURTHER THAT it does so whilst providing suitable alternative routes at its own expense causing minimum inconvenience and making good as soon as practicable any damage so caused and PROVIDED THAT any alternative route provided over the Remaining Land to the Property is adequate for the present use and occupation of the property.

REPAIRS

3. The right subject to not less than 7 days' prior written notice to the Council or its successors in title (except in case of emergency) to enter upon the Remaining Land with or without workmen and others materials and appliances for the purposes of repairing replacing maintaining and/or decorating the Property and all or any buildings now erected or any replacement or renewal of such buildings and thereafter erected thereon within the Perpetuity Period (the person or person exercising such right making good forthwith at its his or their own expense all damage and loss caused thereby) and also during the Perpetuity Period to lay Service Conduits in over through or under the Common Areas now or where there is any replacement or renewal thereof thereafter forming part of the Remaining Land to serve the Property either alone or jointly or in common with the Remaining Land (the person exercising such right causing as little damage and inconvenience as possible and making good forthwith at his or their expense all damage and loss caused thereby) and SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Council or its successors in title for the duration of such works.

SERVICES

4. The free and uninterrupted right to the passage and running of water soil gas electricity or other fuel telephone television and other services to and from the Property through and along all Service Conduits as are now or where there is any replacement or renewal thereof as may during the Perpetuity Period be in through under or over the Remaining Land as are used or intended to be used jointly or in common with the Council and all other persons who are now or may hereafter be entitled to connect with or use the same or any of them the Transferee its successors in title or other persons as aforesaid bearing paying and contributing together with such other persons including the Council and its successors in title a fair proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing replacing maintaining renewing altering adjusting and cleansing the Service Conduits TOGETHER WITH the right and subject to not less than 7 days' prior written notice to the Council or its successors in title (except in case of emergency) to enter on to the Remaining Land with or without workmen and others materials and appliances for the purpose of connecting to laying inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Transferee or its successors in title causing as little inconvenience and damage as possible and making good forthwith at its his or their own expense all damage and loss caused thereby) SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Council or its successors in title for the duration of such works PROVIDED THAT this includes (subject as aforesaid) the right during the Perpetuity Period to make further connections and to lay in under through or over the Common Areas now or where there is any replacement or renewal thereof thereafter forming part of the Property such further Service Conduits as are reasonably necessary for any increased flow from time to time PROVIDED FURTHER THAT the Council may upon giving not less than 28 days written notice to the Transferee or its successors in title (except in case of emergency) from time to time alter the route of the Service Conduits in the Remaining Land as it shall in its absolute discretion think fit

C: Charges Register continued

which shall not involve the Transferee in any additional expenditure by way of maintenance repair or otherwise PROVIDED ALWAYS THAT any alternative route is adequate for the present use and occupation of the Property AND PROVIDED FURTHER THAT the Council provides suitable alternative services at its own expense and causes during the course of such works minimum inconvenience and makes good forthwith any damage caused.

5. The rights to the unimpeded access and enjoyment of light and air to all windows now and during the Perpetuity Period in the buildings upon the Property and each and every part thereof now existing and to any replacement or renewal thereof thereafter erected upon the Property or any part thereof within the Perpetuity Period from or over the Remaining Land or any parts thereof.

- 11 (15.08.1996) 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.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 26 November 1937 referred to in the Charges Register:-

"For the benefit of the remainder of the land comprised in the above title number or any part thereof and to the intent that the covenant hereinafter contained shall run with and be binding upon the land hereby transferred into whosoever hands the same may come the Transferee hereby covenants with the Transferors to perform and observe the stipulations set forth in the Schedule hereto.

THE SCHEDULE above referred to

1. No flats except maisonette flats not exceeding two storeys in height shall be erected on the said land or any part thereof.
2. No buildings shall be erected on the land or any part thereof other than private dwellinghouses or maisonette flats not exceeding two storeys in height with or without garages and outbuildings to be used in connection therewith Provided always that this stipulation shall not prevent the user of any dwellinghouse or maisonette flat for the purpose of a learned or artistic profession.
3. No house shall be erected of a less value than £600 exclusive of garages and outbuildings calculated at the net prime cost in labour and materials of construction only.
4. No house or maisonette flat shall be erected except in accordance with plans and front and rear elevations which have been previously submitted to and approved by the Council in writing. No fee shall be payable for such approval.
5. No fence which abuts on the remainder of the Transferors' land shall be of any construction other than close boarded six feet in height."

NOTE: The title number referred to above is MX45364.

- 2 The following are details of the covenants contained in the Transfer dated 28 April 1944 referred to in the Charges Register:-

"AND for the benefit and protection of the remainder of the land comprised in the title secondly above mentioned and so as to bind the land hereby secondly transferred into whosoever hands the same may come the Purchaser hereby covenants with the Vendor that he the Purchaser and those deriving title under him will at all times hereafter observe and perform the stipulations set out in the Schedule hereto but so that the Purchaser shall not be liable for any breach of this covenant occurring on or in respect of the said land hereby secondly transferred or any part or parts thereof after he shall have parted with all interest therein.

Schedule of restrictive covenants continued

THE SCHEDULE

1. The Purchaser shall not erect within One hundred and fifty (150) feet of Tempest Avenue more than one private dwellinghouse on each thirty two (32) feet of land the plans of the houses to be erected to be approved by the Vendor and to be built with materials and workmanship of the best class to a net value of not less than Six hundred pounds (£600) each at the least in cost and materials and labour and where excavations or filling in is done a retaining wall shall be built in nine (9) inch brick or concrete PROVIDED ALWAYS and it is expressly agreed that this restriction shall only apply to the land fronting Tempest Avenue to a depth therefrom of One hundred and fifty (150) feet and that in the case of any other road frontage not more than one private dwellinghouse shall be erected on each twenty five (25) feet of land.
2. The Purchaser shall pay and discharge and indemnify the Vendor in respect of all charges payable to the Local Authority for making up and taking over Tempest Avenue so far as the said property hereby transferred abuts on the said road including all charges in connection with sewerage in respect of the said property.
3. The Purchaser shall erect a fence on the South side to the satisfaction of the Vendor as soon as possible.
4. No advertisement sign or placard shall be placed on the said land.
5. The Purchaser shall at all times whenever required by the Vendor pay to him a proportionate share of the expenses of repairing cleansing and maintaining to the satisfaction of the Vendor's Surveyor the roads upon which the land abuts and the sewers thereunder and the footways (if any) and the surface drains thereto and all other proper expenses connected therewith until the said roads shall be taken over by the Local Authority.
6. No existing tree on the said land shall be cut down topped lopped maimed or in any other way disfigured without the previous consent in writing of the Vendor.
7. No sand earth clay loam or gravel shall be dug out of the said land except for building requirements.
8. The Purchaser shall not on any part of the said land commit or permit to be committed any nuisance or burn bricks or clay or cement thereon.
9. The Purchaser shall not become entitled to any right of light or air which would restrict or interfere with the free used of any adjoining or neighbouring land or premises for building or other purposes.
10. The Vendor reserves the right to sell dispose of or otherwise deal with any land for the time being remaining unsold either subject or not subject to the above stipulations or any of them."

Schedule of notices of leases

1	15.08.1996	Oakmere House	09.07.1996	HD346311
	tinted yellow		150 years from	
	and edged		25.3.1996	
	yellow			

NOTE 1: The lease is not a new tenancy for the purposes of section 1 of the Landlord and Tenant (Covenants) Act 1995

NOTE 2: Lease comprises also other land

End of register

H.M. Land Registry.

HERTFORDSHIRE

PLAN SHOWING LAND RESTORED TO TITLE

Scale 1:250

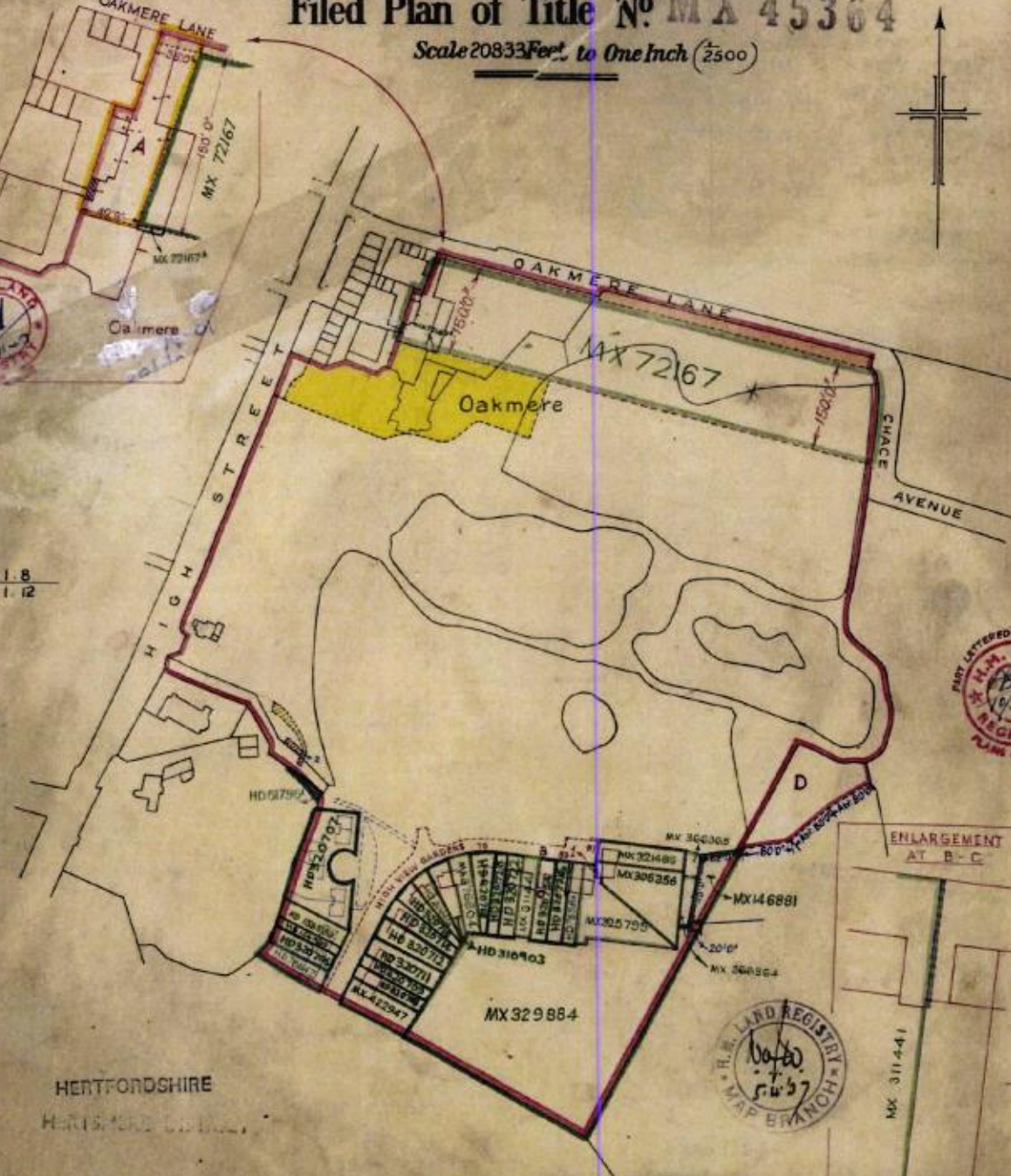
Certificate Copy
of the

Filed Plan of Title N^o **MX 45364**

Scale 20833 Feet to One Inch ($\frac{1}{2500}$)



1.8
1.12



HERTFORDSHIRE

Parish SOUTH MJMMS
O.S. Sheet. MIDDLESEX 1.8 & 12

L. R. T. No. 5063
G.M. REF. 1.8. AN & AC

HERTFORDSHIRE

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: MX438525

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the south side of Billy Lows Lane and on the west side of High Street, Potters Bar.

2 The Conveyance dated 7 March 1934 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that except as hereinbefore reserved there shall not be implied in these presents any grant to or right on the part of the District Council and their successors in title or of the Vendor and her successors in title to the access of light or air or other easement which would or might interfere with the free use either of any adjoining or neighbouring land or of the land hereby conveyed for building or other purposes."

3 (22.12.2003) The land edged and lettered X in green on the title plan has been removed from the title.

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: HERTSMERE BOROUGH COUNCIL of Council Offices, Elstree Way, Borehamwood, Herts. WD6 1WA.

2 (07.03.1962) The assurance to the proprietor of the land tinted pink on the filed plan contains personal covenants by the proprietor details of which are set out in the schedule of personal covenants hereto.

3 (02.11.1972) CAUTION affecting the land edged yellow on the filed plan in favour of Donald John Gregory of 16 Mountgrace Road, Potters Bar, Herts, Walter Gordon Smith of 111 Billy Lows Lane, Potters Bar, Herts, Vera Betts of The Copse, Mountway, Potters Bar, Herts, and Michael James Deadman of 4 Green Close, Brookmans Park, Herts., Trustees of Potters Bar Lawn Tennis Club.

Schedule of personal covenants

1 The following are details of the personal covenants contained in the Deed of exchange dated 29 August 1960 referred to in the Proprietorship Register:-

THE Council for itself and its successors in title hereby covenants

Schedule of personal covenants continued

with the company that it will forthwith erect and at all times hereafter maintain suitable fences along the sides of the property hereby exchanged marked with a letter "T" on the plan attached hereto with a suitable gate at the point "A" on the said plan such gate to be kept locked at all times other than on such occasions as the Eastern Electricity Board shall require to obtain access to and from its generating station which is situated on the Council's adjoining land.

NOTE: The "T" marks and point A are reproduced on the filed plan.

C: Charges Register

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

- 1 The land hatched blue on the filed plan is subject to the right of the owners and occupiers of the adjoining land in common with the owners of the tennis courts adjoining on the west side and all persons authorised by them to enter the tennis courts to go pass and repass at all times and for all purposes with or without vehicles and animals along over and upon the land hatched blue making good all damage thereby caused to the existing brick gate piers.
- 2 The land tinted pink and tinted blue on the filed plan is subject to rights of drainage through the sewers shown by broken blue lines on the filed plan and to ancillary rights of entry.
- 3 The land edged blue on the filed plan is subject to the following rights reserved by a Conveyance dated 7 March 1934 made between (1) Mary Elizabeth Parker (Vendor) (2) Mary Elizabeth Parker and Alice Clara Richmond (Trustees) and (3) The Rural District Council of South Mimms (the District Council):-

"EXCEPTING AND RESERVING unto the Vendor and her successors in title in fee simple (as incident to the ownership or occupation of any other portion of the Parkfield Estate of which the property hereby conveyed forms part) full and free right of passing and repassing with or without horses carriages motor cars and carts or otherwise at all times over and along any road which may hereafter be made on the land hereby conveyed by the District council or their successors in title adjoining or abutting on the western boundary of the remaining land of the Vendor and also the right (with the consent of the district council which consent shall not be unreasonably withheld) to lay and construct and from time to time repair sewers or drains in under and through the property hereby conveyed for the purpose of draining either by connecting with present or future sewers or otherwise the remaining land of the Vendor lying to the East of the property hereby conveyed upon the Vendor showing to the reasonable satisfaction of the District council or their successors in title that such land cannot except at a prohibitive cost be drained by gravitation into an existing public sewer the position of such sewers or drains being first agreed with the District Council or their successors in title so nevertheless that all damage occasioned to the surface of the land hereby conveyed by any of the works aforesaid shall be made good to the reasonable satisfaction of the District council and that all manholes are so constructed that the same do not project above the level of the surrounding ground the Vendor and her successors in title paying to the District council or their successors in title on the exercise of the aforesaid right the sum of Five Pounds for each manhole constructed on the said property hereby conveyed and Eighteenpence for each yard run of such sewer or drain.

- 4 By an Agreement dated 7 March 1934 made between 1. The Middlesex County Council (the County Council). 2. The Rural District Council of South Mimms (The District Council) the District Council entered into covenants affecting the land edged blue on the filed plan and it was agreed that the said land should be maintained as an open space for public use and recreation and by an Agreement dated 29 January 1937 made between:-

1. The Middlesex County Council (the County Council). 2. The Urban District Council of Potters Bar (The District Council) after reciting

C: Charges Register continued

that the powers rights property and liabilities of the Rural District Council of South Mimms had become vested in the District Council it was agreed that the land tinted yellow blue and edged brown on the filed plan should also be dedicated and for ever maintained as an open space for public use and recreation and that the covenants conditions and provisions contained in the Agreement dated 7 March 1934 referred to above should apply to the land tinted yellow blue and edged brown on the filed plan as if such land had originally formed part of Parkfield.

-NOTE: No copy of the Agreement referred to is held by Land Registry.

- 5 A Conveyance of the land tinted yellow and tinted blue on the filed plan dated 2 February 1937 made between (1) Buckleys (Builders) Limited (the Company) (2) The Urban District Council of Potters Bar (The Council) contains the following covenants:-

"THE Council hereby covenants with the company that the Council will forthwith fence in the land purchased by it on all sides thereof such fence to be approved of in writing by the Vendors and for ever thereafter keep the same so fenced with a good oak paling of not less than four feet nor more than six feet in height but no fence of any description shall be erected in front of the building line already prescribed by the Local Authority."

- 6 The land tinted yellow and blue on the filed plan is subject to the following rights reserved by the Conveyance dated 2 February 1937 referred to above:-

"EXCEPTING AND RESERVING unto the Company and its successors in title owners and occupiers for the time being of the adjoining property of the Company on the northerly and southerly sides of the thirty feet strip of land coloured brown on the said plan and all other persons by its permission to build up to the extreme boundary of such adjoining land and the right for the footings of such buildings so erected to the extreme boundary to protect into and be supported by the land hereby conveyed so far as is necessary for the safety and support of the said buildings AND ALSO EXCEPT AND RESERVING full and free right and liberty for the Company and its successors in title owners and occupiers for the time being of the said adjoining land and all other persons by their permission at all reasonable hours in the day time to pass and repass along over and upon the said thirty feet strip of land hereby conveyed and coloured brown on the said plan and to remain thereon for the purpose of repairing the walls of the buildings on the northerly and southerly side of the said plot of land hereby conveyed from time to time as occasion shall require but not so as to obstruct the full and free use and enjoyment by the Council of the plot of land hereby conveyed for all purposes whatsoever."

NOTE: The land coloured brown has been tinted blue on the filed plan.

- 7 The land tinted violet on the filed plan is subject to rights of way.
- 8 An Agreement dated 23 August 1938 made between (1) Urban District Council of Potters Bar (1) Ralph Davis Limited relates to access of light and air to windows overlooking the land in this title.

-NOTE: Copy filed.

- 9 An Agreement dated 26 July 1948 made between (1) Urban District Council of Potters Bar (2) Ralph Davis Limited relates to the access of light and air to window in an extension of the building referred to in the Agreement dated 23 August 1938 referred to above.

-NOTE: Copy filed.

- 10 The land tinted brown on the filed plan is subject to rights of way and to rights to lay and maintain electricity cables conduits or pipes and a water supply pipe thereunder granted by a Conveyance dated 25 March 1960 of land lying to the North West and made between (1) The Urban District Council of Potters Bar and (2) The Eastern Electricity Board.
- 11 The roadway tinted brown and hatched brown is subject to rights of way granted to the Eastern Electricity Board and to the right of the Board to lay and maintain a water supply pipe thereunder and to break open

C: Charges Register continued

the road for such purpose the Board to make good at its own expense any damage occasioned thereby. The land is also subject to the right of the Eastern Electricity Board to lay maintain and inspect electric cables and conduits or pipes for containing the same across the land in the position indicated by broken green and purple lines and to break up the surface of the land along the said lines for the purpose of laying repairing and maintaining the said cables and lines making good at the Boards expense any damage occasioned thereby.

12 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.

13 The land is subject to the rights granted by a Deed of Grant dated 14 April 1965 made between (1) Urban District Council of Potters Bar and (2) The Eastern Electricity Board.

-NOTE: Copy filed.

14 (20.09.1991) The land is subject to the rights granted by a Deed of Grant dated 9 September 1991 made between (1) Hertsmere Borough Council (2) The Church Commissioners for England and (3) The Incumbent of the Benefice of Potters Bar.

-NOTE: Copy filed under MX187711.

15 An Agreement dated 13 January 1937 made between (1) Gladys Munday (2) The Urban District Council of Potters Bar relates to the erection and maintenance of a forecourt wall over a ditch forming part of the land in the title and situate at each end of Byng Drive.

-NOTE: No copy of the Agreement referred to is held by Land Registry.

16 (17.01.2013) The land is subject to the rights granted by a Deed dated 12 January 1961 made between (1) The Urban District Council of Potters Bar and (2) The County Council of the Administrative County of Middlesex.

-NOTE:- Copy filed under HD522492.

17 (17.01.2013) The land is subject to the rights granted by a Deed dated 23 September 1998 made between (1) Hertsmere Borough Council and (2) Hertfordshire County Council.

-NOTE:- Copy filed under HD522492.

Schedule of notices of leases

1	14.06.1965	Electricity sub-station to	10.06.1964	MX474174
	1	the west of High Street	42 years from	
			1 April 1964	

NOTE: : The lease grants rights of way over part of the land tinted brown on the filed plan.

End of register

H. M. LAND REGISTRY

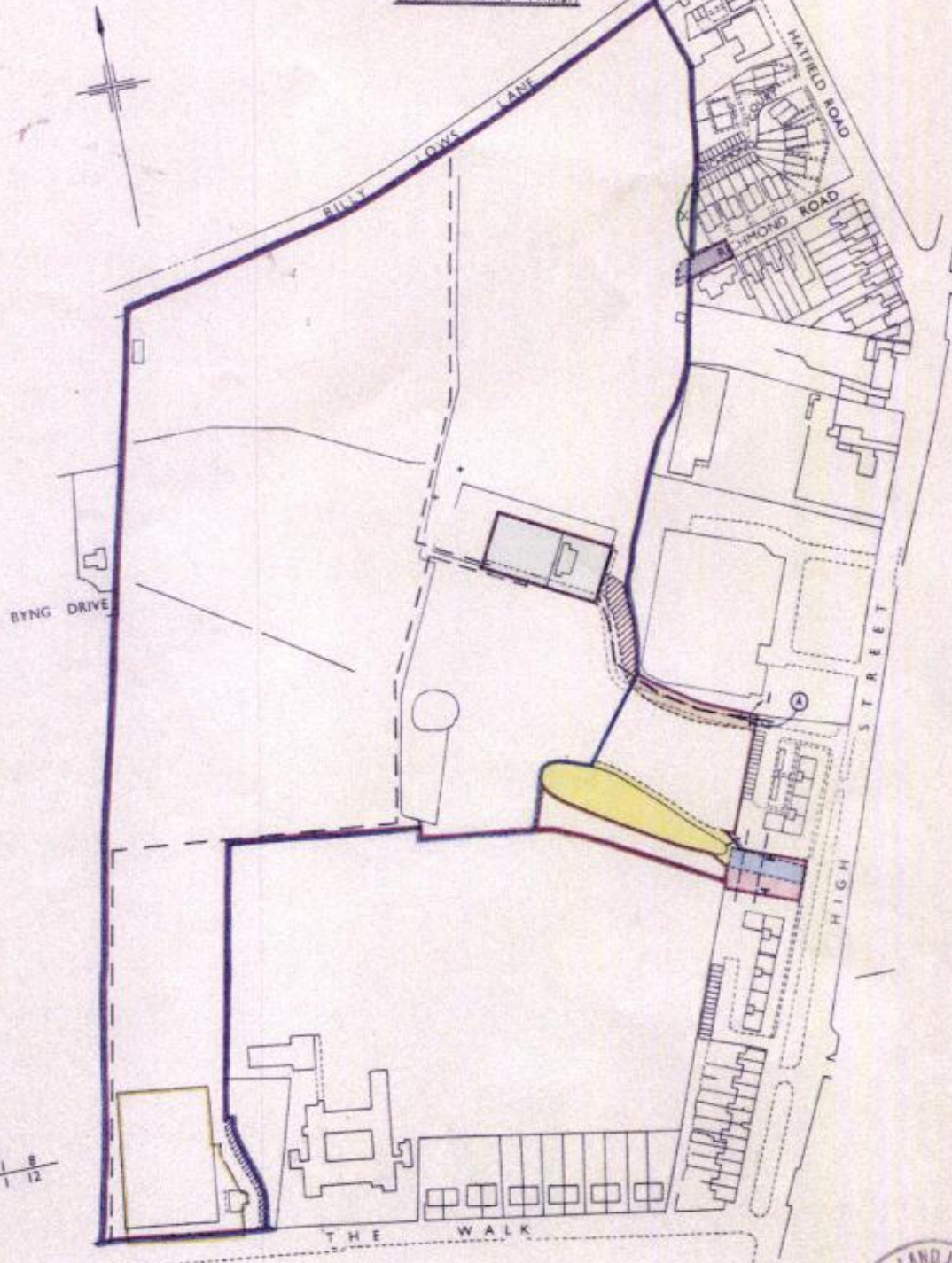
MIDDLESEX

SHEET 1 8

Scale 1/2500

NOTE :—
THE LAND TINTED GREEN HEREON IS
NOT INCLUDED IN THIS REGISTRATION

SOUTH MIMMS PARISH



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Cheshington, Surrey, 1962 for HMLR
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Filed Plan of Title No. MX 438525

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD55639

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (13.12.1968) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being St John's Church, High Street, Potters Bar.

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 (13.12.1968) PROPRIETOR: URBAN DISTRICT COUNCIL of POTTERS BAR of Council Offices, Darkes Lane, Potters Bar, Herts.
- 2 (13.12.1968) RESTRICTION: Except under an Order of the Registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Local Government Act 1933 and Public Health Act 1875 or some other Act or Authority.

C: Charges Register

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

- 1 The land is the site or former site of a consecrated church and burial ground by virtue of an Act of Consecration dated 4 November 1835 and is accordingly subject to any subsisting statutory or other prohibitions or restrictions on the use thereof for other purposes.

End of register

H. M. LAND REGISTRY GENERAL MAP

MIDDLESEX SHEET I. 12. SECTION S

Scale 1/1250 Enlarged from 1/2500

SOUTH MIMMS PARISH



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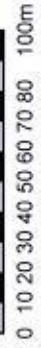


TITLE No. HD 55 639

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 Data last updated 10:00pm 12 DECEMBER, 2018



Title number	Estate information	Address
HD71116	Freehold	LAND ON THE WEST SIDE OF DUGDALE HILL LANE AND ON THE NORTH SIDE OF BRIDGEFOOT LANE, POTTERS BAR THE SITE OF AN ELECTRICITY SUB STATION LYING TO THE WEST OF MIMMS HALL ROAD, POTTERS BAR

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD71116

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (16.01.1947) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the west side of Dugdale Hill Lane and on the north side of Bridgefoot Lane, South Mimms.
- 2 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.
- 3 Rights to make channels and lay pipes sewers cables and wires in under or over such parts and the passage and running of water and soil electric current and gas through the same with ancillary rights of access and where parts of side or front entrance ways are included rights of way thereover are reserved by the Transfers of the parts edged and numbered in green on the filed plan other than the following:- MX208869, HD96634.
- 4 The Transfer of the land edged and numbered HD102188 in green on the filed plan did not reserve a right of way over the part of the front accessway included therein.
- 5 The Transfer of the part edged and numbered HD108592 in green on the filed plan reserved rights of entry to repair and maintain 75 Rushfield and the garages backing onto the said part edged and numbered in green.
- 6 Unless otherwise stated below, where transfers of the parts edged and numbered in green on the filed plan include parts of rear accessways rights of way are reserved thereover.
- 7 Unless otherwise stated below where transfers of the parts edged and numbered in green on the filed plan subsequent to HD117346 include part of joint entrance ways rights of way are reserved thereover.
- 8 The Transfer of the part edged and numbered HD119178 in green on the filed plan reserves rights of way for 28 Kimptons Mead over the garage accessways included in the part so edged and numbered in green.
- 9 The Transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed by Paragraph 2 of Schedule 2 of that Act.
- 10 The filed plan has been sub-divided into four parts.
- 11 The land has the benefit of the following rights reserved by the Transfer dated 19 November 1981 referred to in the Charges Register:-

"The full and free right of passage and running of gas electricity water and soil from the adjoining land of the Transfer comprised in the Title above mentioned through the gutters pipes wires conduits sewers drains and water courses made or within eighty years of the date hereof to be made in and through the property hereby transferred and to make such connections with such gutters pipes wires conduits sewers drains

A: Property Register continued

and water course or any of them for the purpose of exercising such right of passage and running of gas electricity water and soil the Transferor or persons exercising such right paying a fair proportion to be settled by the Transferor's Surveyor of the cost of cleansing and repairing the same as and when required."

12 The Transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of that Act.

13 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered HD208446 in green on the filed plan dated 1 May 1986 made between (1) Hertsmere Borough Council (Transferor) and (2) Lefkos Christopher Hajittofis and Gillian Eileen Hajittofis (Transferees):-

"EXCEPTING AND RESERVING unto the Transferor for the benefit of the adjoining land and premises now or formerly belonging to the Transferor the easements and rights expressly referred to in the First Schedule hereto and all other existing easements rights or privileges over or relation to the land hereby transferred now enjoyed with such adjoining land and premises SUBJECT TO all existing rights and easements in over or under the land hereby transferred in addition to those hereinbefore expressly mentioned.

THE FIRST SCHEDULE

1. The right for the Transferor its successors in title and all other persons entitled thereto of free passage and running of water and soil gas electricity and telephone communication by and through the channels drains pipes cables and sewers in or under the land hereby transferred

2. The right for the Transferor its successors in title its agents or contractors at all reasonable times to enter upon the land hereby transferred with or without workmen for the purpose of inspecting repairing cleansing maintaining renewing or relaying the said channels drains pipes cables and sewers."

14 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered HD303006 in green on the filed plan dated 23 December 1992 made between (1) Hertsmere Borough Council and (2) Michael Christoph Lewent and Jennifer Ann Lewent:-

"EXCEPT AND RESERVED unto the Council its successors in title and all other persons entitled thereto:-

(a) the right of free passage and running of water soil gas electricity and telephone communication by and through the channels drains pipes wires cables and sewers which may exist in or under the land

(b) at all reasonable times with or without agents contractors or workmen to enter upon the Land for the purpose of inspecting repairing cleansing maintaining renewing or relaying the channels drains pipes wires cables and sewers referred to in the preceding paragraph and

(c) a right of way at all times but on foot only over the land for the Owners and/occupiers of numbers 65 to 77 Kimptons Mead (odd numbers inclusive)

15 The land has the benefit of the following rights granted by a Deed dated 30 July 1993 made between (1) Joseph Bartlett and Josephine Bartlett (Owners) and (2) Hertsmere Borough Council:-

"In consideration of the grant made by JOSEPH BARTLETT and JOSEPHINE BARTLETT ('the Owners') both of 36 Shillitoe Avenue Potters Bar in the said County of Hertford and HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood in the County of Hertford ('the Council') as beneficial owner of the land described in the First Schedule ('the First Property') grant to the owners the right of way for the Owners their successors in title and the owners and occupiers for the time being of the land described in the Second Schedule (the Second Property') at all times with or without motor vehicles for the purpose

A: Property Register continued

of access to the Second Property to pass and repass along and over the First Property TO HOLD such right of way to the Owners in fee simple subject to the Owners and their successors in title keeping the access way free of obstruction and contributing half of the expenses of maintaining and repairing the First Property to the satisfaction of the Council's Surveyor

2. In consideration of the grant made by the Council above WE JOSEPH BARTLETT and JOSEPHINE BARTLETT ('the Second Owners') as beneficial owners of the Second Property grant to the Council the right of way for the Council its successors in title and the owners and occupiers for the time being of the First Property at all times with or without motor vehicles for the purpose of access to the premises to pass and repass along and over the Second Property TO HOLD such right of way to the Council in fee simple the Council and its successors in title contributing half of the costs of maintaining and repairing the Second Property."

NOTE: The first property referred to is the garage accessway at 38 Shillitoe Avenue. The second property referred to is the garage accessway at 36 Shillitoe Avenue.

16 The land has the benefit of the following rights reserved by the Transfer dated 31 March 1994 referred to in the Charges Register:-

"EXCEPTING AND RESERVING for the benefit of the Council and its successors in title and occupiers of the Remaining Land and each and every part thereof the rights set forth in Schedule C hereto

SCHEDULE C

EXCEPTIONS AND RESERVATIONS

SUPPORT

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

RIGHTS OF WAY

2. The right for the Council and the owner or owners and occupiers for the time being of the Remaining Land or any part thereof and all persons authorised by it or them in common with the Transferee and its successors in title at all times for all reasonable purposes connected with the use and enjoyment of the Remaining Land or any part thereof PROVIDED THAT this right is limited in extent to the degree that such rights are at the date hereof exercised over the Property to pass and repass over those parts of the Property (if any) which form roadways footways accessways or paths serving more than two dwellings (except where such roadways footways accessways or paths form an integral part of any individual dwelling within the Property) in all cases over routes to be designated by the Transferee PROVIDED THAT the Transferee (or its successors in title) may upon giving not less than 28 days' written notice to the Council (except in case of emergency) from time to time alter the route through the Property of any such routes as it shall in its absolute discretion think fit PROVIDED FURTHER THAT it does so whilst providing 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 the alternative route provided over the Property to the Remaining Land is reasonably adequate for the then reasonable use and occupation of the Remaining Land PROVIDED ALWAYS THAT the Council its successors in title or other persons as aforesaid using such rights as are hereby granted shall pay and contribute together with the Transferee or its successors in title a fair and just proportion according to the extent to which they use such rights at the cost of repairing and maintaining all of such roadways footways accessways or paths.

REPAIRS

3. The right where reasonably necessary and subject to not less than 7 days' prior written notice to the Transferee or its successors in title

A: Property Register continued

(except in case of emergency) to enter upon the Property with or without workmen and others materials and appliances for the purpose of repairing replacing and or maintaining and or decorating the Remaining Land and all buildings now erected on the Remaining Land or any replacement or renewal thereof and also during the Perpetuity Period to lay Service Conduits in over through or under the roads footways and accessways from time to time forming part of the Property to serve the Remaining Land either alone or jointly or in common with the Property (the person exercising such right causing as little damage and inconvenience as possible and making good forthwith at his or their expense all damage and loss caused thereby) and SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Transferee or its successors in title for the duration of such works.

SERVICES

4. The free and uninterrupted right to the passage and running of water soil gas electricity or other fuels telephone television and any other services to and from the Remaining Land through and along all Service Conduits which are now or where there is any replacement or renewal thereof may during the Perpetuity Period be constructed on over through in or under the Property as are used or intended to be used jointly or 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 the Council or other persons as aforesaid bearing paying and contributing together with such other persons including the Transferee and its successors in title a fair proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits TOGETHER WITH the right subject to not less than 7 days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property with or without workmen and others, materials and appliances for the purpose of laying connecting to inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Council or other person or persons as aforesaid causing as little inconvenience and damage as possible and making good forthwith at their own expense all damage or loss caused thereby) SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Transferee or its successors in title for the duration of such works 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 footways 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.

5. (Subject as provided in Clause 5 and Schedule B hereof) the right to deal with any of the Remaining Land in the Council's ownership in any manner whatsoever in the Council's absolute discretion without reference to the Transferee or its successors in title.

6. The rights to the unimpeded access and enjoyment of light and air to all the windows now and during the Perpetuity Period in the buildings on the Remaining Land and each and every part thereof now existing and to any replacement or renewal thereof to be erected upon the Remaining Land or any part thereof within the Perpetuity Period from or over the Property or any parts thereof."

NOTE: The Transfer contains the following definitions:-

"the Common Areas" shall include all existing common or amenity areas alleyways accessways footways pathways and roadways other than those which are or shall become adopted by the appropriate public authority and maintainable at the public expense
"the Perpetuity Period" means a period of eighty years from the date hereof
"the Remaining Land" means all land adjacent to or adjoining the Property and now in the ownership of the Council the extent of which land is to be conclusively certified by the Council by reference to plans within 56 days of completion of this Transfer "Service Conduits" shall include all existing mains sewers drains pipes wires cables conduits gutters channels soakaways ditches watercourses and all other conducting media and apparatus other than

Title number HD71116

A: Property Register continued

those which are vested in the Statutory Undertakings NOTE 2: The land in this title comprises part of the remaining land referred to.

- 17 (01.10.1999) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered HD379697 in green on the filed plan dated 7 May 1999 made between (1) Hertsmere Borough Council and (2) Aldwyck Housing Association Limited.

-NOTE: Original filed under HD379697.

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 (16.01.1947) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts, WD6 1WA.
- 2 (16.01.1947) RESTRICTION :-Except under an Order of the Registrar no disposition is to be registered unless made in accordance with the Public Health Act 1936 or some other Act or Authority.

C: Charges Register

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

- 1 Rushfield and all other roads in this title and also the accommodation road tinted brown on the filed plan are subject to rights of way and also the right of lay maintain use repair and remove underground cables thereunder.
- 2 The land is subject to the right to make connections with and use the drains waterpipes and all other services therein thereunder and therethrough.
- 3 The parts numbered 1 and 2 on the filed plan and the parts of other entranceways adjoining the parts edged and numbered in green on the filed plan are subject to rights of way.
- 4 Lease dated 8 August 1975 of an electricity sub station site on the part edged and numbered 1 in blue on the filed plan to The Eastern Electricity Board for 42 years from 16 May 1975.

NOTE 1: The lease grants the following rights:-

"Together with full right and liberty for the tenants themselves or their servants or agents

(i) To go pass and repass at all times and for all purposes with or without vehicles over and along the land indicated by a black dot-screen and also by black cross-hatching on the said site plan the full extent of the black dot-screen being indicated on the said location plan.

(ii) To lay and maintain electric lines with any conduits pipes and other accessories thereto under the land indicated by black cross-hatching and also by black diagonal hatching on the said site plan the full extent of the black diagonal hatching being indicated on the said location plan and to enter thereon and break up the surface thereof so far as may be necessary from time to time for the purpose of laying electric lines conduits or pipes under or over the said land or relaying repairing maintaining or removing any electric lines conduits pipes and other accessories so laid as occasion shall require doing as little damage as possible and restoring the surface as soon as may be

C: Charges Register continued

(iii) To take in and expel air from and over the land adjoining the ventilators incorporated in the southern wall of the substation building and the doors incorporated in the western wall."

NOTE 2: The land shown by a black dot screen, black cross-hatching and black diagonal hatching is tinted pink hatched blue and tinted blue respectively on the filed plan

NOTE 3: Lessee's title registered under HD89761.

- 5 Such parts of the land affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to rights of support, protection and rights of entry for the purpose of repairing and maintaining the properties erected on or near the boundaries of the parts so edged and numbered in green.
- 6 The joint passagesways at the side included in the title are subject to rights of way on foot only.
- 7 The passagesways leading from the rear remaining in the title are subject to rights of way on foot only.
- 8 The parts of the joint garage accessways included in the title are subject to rights of way.
- 9 The part of the vehicular accessway leading to the rear included in 20 Shillitoe Avenue is subject to a right of way for the benefit of 22 Shillitoe Avenue.
- 10 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.
- 11 The leases specified in the Schedule of leases annexed which were made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed in paragraph 2 of Schedule 2 of that Act.
- 12 The land is subject to the following rights granted by a Transfer of the land edged and numbered HD146547 in green on the filed plan dated 19 November 1981 made between (1) Hertsmere Borough Council (Transferor) and (2) The Trustees of the Potters Bar Evangelical Free Church (Transferees):-

"The right in common with the Transferor and all others entitled to a like right of passage and running of gas electricity water and soil from and to the property hereby transferred through the pipes wires conduits and drains in under or upon the Transferors adjoining or adjacent land or any part thereof."
- 13 The leases specified in the Schedule of Leases hereto which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights specified in paragraph 2 of Schedule 6 of the Housing Act 1985.
- 14 The leases specified in the Schedule of Leases hereto which are shared ownership leases made pursuant to Section 143-153 of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed in paragraph 2 of Schedule 6 of the Housing Act 1985.
- 15 The land is subject to the following rights granted by a Transfer of the land edged and numbered HD320933, HD320936, HD320937, HD320939, HD320941, HD320943, HD320946, HD320949, H on the filed plan and other land dated 31 March 1994 made between (1) Hertsmere Borough Council (the Council) and (2) Aldwyck Housing Association Limited (the Transferee):-

"TOGETHER WITH the rights and easements set forth in Schedule B hereto

SCHEDULE B

RIGHTS GRANTED

C: Charges Register continued

SUPPORT

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

RIGHTS OF WAY

2. The right for the Transferee and the owner or owners and occupiers for the time being of the Property or any part thereof and all persons authorised by it or them at all times and for all reasonable purposes connected with the use and enjoyment of the Property or any part thereof in common with the Council and all other persons to whom a like right has been or may hereafter be granted to pass and repass (with or without vehicles in the case of roads and accessways) over and along the Common Areas now or any replacement or renewal thereof thereafter forming part of the Remaining Land and not publicly adopted the Transferee or other persons as aforesaid bearing paying and contributing together with the Council or its successors in title a reasonable proportion according to the extent to which they use such right of the cost of repairing and maintaining the Common Areas which are not maintained at public expense PROVIDED THAT the Council 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 through the Remaining Land of the Common Areas as it shall in its absolute discretion think fit PROVIDED FURTHER THAT it does so whilst providing suitable alternative routes at its own expense causing minimum inconvenience and making good as soon as practicable any damage so caused and PROVIDED THAT any alternative route provided over the Remaining Land to the Property is adequate for the present use and occupation of the property.

REPAIRS

3. The right subject to not less than 7 days' prior written notice to the Council or its successors in title (except in case of emergency) to enter upon the Remaining Land with or without workmen and others materials and appliances for the purposes of repairing replacing maintaining and/or decorating the Property and all or any buildings now erected or any replacement or renewal of such buildings and thereafter erected thereon within the Perpetuity Period (the person or person exercising such right making good forthwith at its his or their own expense all damage and loss caused thereby) and also during the Perpetuity Period to lay Service Conduits in over through or under the Common Areas now or where there is any replacement or renewal thereof thereafter forming part of the Remaining Land to serve the Property either alone or jointly or in common with the Remaining Land (the person exercising such right causing as little damage and inconvenience as possible and making good forthwith at his or their expense all damage and loss caused thereby) and SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Council or its successors in title for the duration of such works.

SERVICES

4. The free and uninterrupted right to the passage and running of water soil gas electricity or other fuel telephone television and other services to and from the Property through and along all Service Conduits as are now or where there is any replacement or renewal thereof as may during the Perpetuity Period be in through under or over the Remaining Land as are used or intended to be used jointly or in common with the Council and all other persons who are now or may hereafter be entitled to connect with or use the same or any of them the Transferee its successors in title or other persons as aforesaid bearing paying and contributing together with such other persons including the Council and its successors in title a fair proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing replacing maintaining renewing altering adjusting and cleansing the Service Conduits TOGETHER WITH the right and subject to not less than 7 days' prior written notice to the Council or its successors in title (except in case of emergency) to enter on to the Remaining Land with or without workmen and others materials and appliances for the purpose of connecting to

C: Charges Register continued

laying inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Transferee or its successors in title causing as little inconvenience and damage as possible and making good forthwith at its his or their own expense all damage and loss caused thereby) SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Council or its successors in title for the duration of such works PROVIDED THAT this includes (subject as aforesaid) the right during the Perpetuity Period to make further connections and to lay in under through or over the Common Areas now or where there is any replacement or renewal thereof thereafter forming part of the Property such further Service Conduits as are reasonably necessary for any increased flow from time to time PROVIDED FURTHER THAT the Council may upon giving not less than 28 days written notice to the Transferee or its successors in title (except in case of emergency) from time to time alter the route of the Service Conduits in the Remaining Land as it shall in its absolute discretion think fit which shall not involve the Transferee in any additional expenditure by way of maintenance repair or otherwise PROVIDED ALWAYS THAT any alternative route is adequate for the present use and occupation of the Property AND PROVIDED FURTHER THAT the Council provides suitable alternative services at its own expense and causes during the course of such works minimum inconvenience and makes good forthwith any damage caused.

5. The rights to the unimpeded access and enjoyment of light and air to all windows now and during the Perpetuity Period in the buildings upon the Property and each and every part thereof now existing and to any replacement or renewal thereof thereafter erected upon the Property or any part thereof within the Perpetuity Period from or over the Remaining Land or any parts thereof. Provided that such rights shall not in any way restrict or prevent the development of the land shown coloured green on the Plan marked A annexed hereto."

NOTE: The land edged green referred to is shown on the supplementary plan to the filed plan.

Schedule of notices of leases

1	10.11.1981 4 (Part of)	119 Kimptons Mead, (Second floor flat)	04.09.1981 125 years from 4.9.1981	HD145013
	NOTE: : By a Deed dated 20 September 1985 made between (1) Hertsmere Borough Council and (2) Glenley Pope the terms of the registered Lease dated 4 September 1981 referred to above were varied. (Copy Deed filed)			
2	10.11.1981 3 (Part of)	68 Shillitoe Avenue, (Second floor flat)	24.09.1982 125 years from 24.9.1982	HD145014
	NOTE: By a Deed dated 11 March 1988 made between (1) Hertsmere Borough Council and (2) Nicholas John Innes and Vicky Lindy Innes the terms of the Lease dated 24 September 1982 referred to above were varied. (Original filed under HD1450514)			
3	07.11.1985 5 (Part of)	4 Kimptons Close, (First floor flat)	14.10.1985 125 years from 14.10.1985	HD199214
4	06.10.1987 6 (Part of)	41 Kimptons Mead, (Second floor flat only)	31.07.1987 125 years from 28.7.1982	HD232098
5	21.12.1987 7 (Part of),	66 Shillitoe Avenue, (Second floor flat)	25.06.1987 24.9.1982	HD235913
6	22.09.1988 3 (Part of)	60 Shillitoe Avenue (Ground floor Maisonette)	24.06.1988 125 years from 24.9.1982	HD249363
7	05.12.1988 8 (Part of)	43 Kimptons Road, (Second floor flat)	31.10.1988 125 years from 4.9.1981	HD253820

Schedule of notices of leases continued

8	05.04.1989 8 (Part of)	37 Kimptons Mead, (First floor flat)	30.11.1988 125 years from 28.7.1982	HD259380
9	17.05.1989 5 (Part of), 9	6 Kimptons Close, (Second floor flat), Store Shed, (Exclusive use)	08.05.1989 125 years from 8.5.1989	HD261000
10	25.10.1989 9 (Part of)	78 Shillitoe Avenue, (Second floor flat)	15.09.1989 125 years from 24.9.1982	HD266765
11	03.01.1990 11	23 Kimptons Mead	16.10.1989 125 years from 16.10.1989	HD268950
NOTE: The lease contains an option to purchase the freehold estate upon the terms therein mentioned				
12	24.07.1990 12 (Part of), 13	3 Kimptons Close, (First floor flat), Store (exclusive use)	22.06.1990 125 years from 14.10.1985	HD275962
13	09.09.1991 14 (Part of)	19 Kimptons Close, (First floor flat)	12.08.1991 125 years from 14.10.1985	HD288916
14	06.12.1991 15 (Part of), 16	Flat 115, Kimptons Mead, (First floor flat), Exclusive use of Store	02.12.1991 125 years from 4.9.1981	HD292442

End of register



0 10 20 30 40 50 60 70 80 100m

Map scale 1:2500

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Title number	Estate information	Address
HD71116	Freehold	LAND ON THE WEST SIDE OF DUGDALE HILL LANE AND ON THE NORTH SIDE OF BRIDGEFOOT LANE, POTTERS BAR THE SITE OF AN ELECTRICITY SUB STATION LYING TO THE WEST OF MIMMS HALL ROAD, POTTERS BAR

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 11:23:53. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD711116

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (16.01.1947) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the west side of Dugdale Hill Lane and on the north side of Bridgefoot Lane, South Mimms.
- 2 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.
- 3 Rights to make channels and lay pipes sewers cables and wires in under or over such parts and the passage and running of water and soil electric current and gas through the same with ancillary rights of access and where parts of side or front entrance ways are included rights of way thereover are reserved by the Transfers of the parts edged and numbered in green on the filed plan other than the following:- MX208869, HD96634.
- 4 The Transfer of the land edged and numbered HD102188 in green on the filed plan did not reserve a right of way over the part of the front accessway included therein.
- 5 The Transfer of the part edged and numbered HD108592 in green on the filed plan reserved rights of entry to repair and maintain 75 Rushfield and the garages backing onto the said part edged and numbered in green.
- 6 Unless otherwise stated below, where transfers of the parts edged and numbered in green on the filed plan include parts of rear accessways rights of way are reserved thereover.
- 7 Unless otherwise stated below where transfers of the parts edged and numbered in green on the filed plan subsequent to HD117346 include part of joint entrance ways rights of way are reserved thereover.
- 8 The Transfer of the part edged and numbered HD119178 in green on the filed plan reserves rights of way for 28 Kimptons Mead over the garage accessways included in the part so edged and numbered in green.
- 9 The Transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed by Paragraph 2 of Schedule 2 of that Act.
- 10 The filed plan has been sub-divided into four parts.
- 11 The land has the benefit of the following rights reserved by the Transfer dated 19 November 1981 referred to in the Charges Register:-

"The full and free right of passage and running of gas electricity water and soil from the adjoining land of the Transfer comprised in the Title above mentioned through the gutters pipes wires conduits sewers drains and water courses made or within eighty years of the date hereof to be made in and through the property hereby transferred and to make such connections with such gutters pipes wires conduits sewers drains

A: Property Register continued

and water course or any of them for the purpose of exercising such right of passage and running of gas electricity water and soil the Transferor or persons exercising such right paying a fair proportion to be settled by the Transferor's Surveyor of the cost of cleansing and repairing the same as and when required."

- 12 The Transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of that Act.
- 13 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered HD208446 in green on the filed plan dated 1 May 1986 made between (1) Hertsmere Borough Council (Transferor) and (2) Lefkos Christopher Hajittofis and Gillian Eileen Hajittofis (Transferees):-

"EXCEPTING AND RESERVING unto the Transferor for the benefit of the adjoining land and premises now or formerly belonging to the Transferor the easements and rights expressly referred to in the First Schedule hereto and all other existing easements rights or privileges over or relation to the land hereby transferred now enjoyed with such adjoining land and premises SUBJECT TO all existing rights and easements in or under the land hereby transferred in addition to those hereinbefore expressly mentioned.

THE FIRST SCHEDULE

1. The right for the Transferor its successors in title and all other persons entitled thereto of free passage and running of water and soil gas electricity and telephone communication by and through the channels drains pipes cables and sewers in or under the land hereby transferred
2. The right for the Transferor its successors in title its agents or contractors at all reasonable times to enter upon the land hereby transferred with or without workmen for the purpose of inspecting repairing cleansing maintaining renewing or relaying the said channels drains pipes cables and sewers."
- 14 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered HD303006 in green on the filed plan dated 23 December 1992 made between (1) Hertsmere Borough Council and (2) Michael Christoph Lewent and Jennifer Ann Lewent:-
- "EXCEPT AND RESERVED unto the Council its successors in title and all other persons entitled thereto:-
- (a) the right of free passage and running of water soil gas electricity and telephone communication by and through the channels drains pipes wires cables and sewers which may exist in or under the land
- (b) at all reasonable times with or without agents contractors or workmen to enter upon the Land for the purpose of inspecting repairing cleansing maintaining renewing or relaying the channels drains pipes wires cables and sewers referred to in the preceding paragraph and
- (c) a right of way at all times but on foot only over the land for the Owners and/occupiers of numbers 65 to 77 Kimptons Mead (odd numbers inclusive)
- 15 The land has the benefit of the following rights granted by a Deed dated 30 July 1993 made between (1) Joseph Bartlett and Josephine Bartlett (Owners) and (2) Hertsmere Borough Council:-

"In consideration of the grant made by JOSEPH BARTLETT and JOSEPHINE BARTLETT ('the Owners') both of 36 Shillitoe Avenue Potters Bar in the said County of Hertford and HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood in the County of Hertford ('the Council') as beneficial owner of the land described in the First Schedule ('the First Property') grant to the owners the right of way for the Owners their successors in title and the owners and occupiers for the time being of the land described in the Second Schedule (the Second Property') at all times with or without motor vehicles for the purpose

A: Property Register continued

of access to the Second Property to pass and repass along and over the First Property TO HOLD such right of way to the Owners in fee simple subject to the Owners and their successors in title keeping the access way free of obstruction and contributing half of the expenses of maintaining and repairing the First Property to the satisfaction of the Council's Surveyor

2. In consideration of the grant made by the Council above NE JOSEPH BARTLETT and JOSEPHINE BARTLETT ('the Second Owners') as beneficial owners of the Second Property grant to the Council the right of way for the Council its successors in title and the owners and occupiers for the time being of the First Property at all times with or without motor vehicles for the purpose of access to the premises to pass and repass along and over the Second Property TO HOLD such right of way to the Council in fee simple the Council and its successors in title contributing half of the costs of maintaining and repairing the Second Property."

NOTE: The first property referred to is the garage accessway at 38 Shillitoe Avenue. The second property referred to is the garage accessway at 36 Shillitoe Avenue.

16 The land has the benefit of the following rights reserved by the Transfer dated 31 March 1994 referred to in the Charges Register:-

"EXCEPTING AND RESERVING for the benefit of the Council and its successors in title and occupiers of the Remaining Land and each and every part thereof the rights set forth in Schedule C hereto

SCHEDULE C

EXCEPTIONS AND RESERVATIONS

SUPPORT

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

RIGHTS OF WAY

2. The right for the Council and the owner or owners and occupiers for the time being of the Remaining Land or any part thereof and all persons authorised by it or them in common with the Transferee and its successors in title at all times for all reasonable purposes connected with the use and enjoyment of the Remaining Land or any part thereof PROVIDED THAT this right is limited in extent to the degree that such rights are at the date hereof exercised over the Property to pass and repass over those parts of the Property (if any) which form roadways footways accessways or paths serving more than two dwellings (except where such roadways footways accessways or paths form an integral part of any individual dwelling within the Property) in all cases over routes to be designated by the Transferee PROVIDED THAT the Transferee (or its successors in title) may upon giving not less than 28 days' written notice to the Council (except in case of emergency) from time to time alter the route through the Property of any such routes as it shall in its absolute discretion think fit PROVIDED FURTHER THAT it does so whilst providing 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 the alternative route provided over the Property to the Remaining Land is reasonably adequate for the then reasonable use and occupation of the Remaining Land PROVIDED ALWAYS THAT the Council its successors in title or other persons as aforesaid using such rights as are hereby granted shall pay and contribute together with the Transferee or its successors in title a fair and just proportion according to the extent to which they use such rights at the cost of repairing and maintaining all of such roadways footways accessways or paths.

REPAIRS

3. The right where reasonably necessary and subject to not less than 7 days' prior written notice to the Transferee or its successors in title

A: Property Register continued

(except in case of emergency) to enter upon the Property with or without workmen and others materials and appliances for the purpose of repairing replacing and or maintaining and or decorating the Remaining Land and all buildings now erected on the Remaining Land or any replacement or renewal thereof and also during the Perpetuity Period to lay Service Conduits in over through or under the roads footways and accessways from time to time forming part of the Property to serve the Remaining Land either alone or jointly or in common with the Property (the person exercising such right causing as little damage and inconvenience as possible and making good forthwith at his or their expense all damage and loss caused thereby) and SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Transferee or its successors in title for the duration of such works.

SERVICES

4. The free and uninterrupted right to the passage and running of water soil gas electricity or other fuels telephone television and any other services to and from the Remaining Land through and along all Service Conduits which are now or where there is any replacement or renewal thereof may during the Perpetuity Period be constructed on over through in or under the Property as are used or intended to be used jointly or 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 the Council or other persons as aforesaid bearing paying and contributing together with such other persons including the Transferee and its successors in title a fair proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits TOGETHER WITH the right subject to not less than 7 days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property with or without workmen and others, materials and appliances for the purpose of laying connecting to inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Council or other person or persons as aforesaid causing as little inconvenience and damage as possible and making good forthwith at their own expense all damage or loss caused thereby) SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Transferee or its successors in title for the duration of such works 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 footways 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.

5. (Subject as provided in Clause 5 and Schedule B hereof) the right to deal with any of the Remaining Land in the Council's ownership in any manner whatsoever in the Council's absolute discretion without reference to the Transferee or its successors in title.

6. The rights to the unimpeded access and enjoyment of light and air to all the windows now and during the Perpetuity Period in the buildings on the Remaining Land and each and every part thereof now existing and to any replacement or renewal thereof to be erected upon the Remaining Land or any part thereof within the Perpetuity Period from or over the Property or any parts thereof."

NOTE: The Transfer contains the following definitions:-

"the Common Areas" shall include all existing common or amenity areas alleyways accessways footways pathways and roadways other than those which are or shall become adopted by the appropriate public authority and maintainable at the public expense
"the Perpetuity Period" means a period of eighty years from the date hereof
"the Remaining Land" means all land adjacent to or adjoining the Property and now in the ownership of the Council the extent of which land is to be conclusively certified by the Council by reference to plans within 56 days of completion of this Transfer "Service Conduits" shall include all existing mains sewers drains pipes wires cables conduits gutters channels soakaways ditches watercourses and all other conducting media and apparatus other than

Title number HD71116

A: Property Register continued

those which are vested in the Statutory Undertakings NOTE 2: The land in this title comprises part of the remaining land referred to.

- 17 (01.10.1999) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered HD379697 in green on the filed plan dated 7 May 1999 made between (1) Hertsmere Borough Council and (2) Aldwyck Housing Association Limited.

-NOTE: Original filed under HD379697.

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 (16.01.1947) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts, WD6 1WA.
- 2 (16.01.1947) RESTRICTION :-Except under an Order of the Registrar no disposition is to be registered unless made in accordance with the Public Health Act 1936 or some other Act or Authority.

C: Charges Register

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

- 1 Rushfield and all other roads in this title and also the accommodation road tinted brown on the filed plan are subject to rights of way and also the right of lay maintain use repair and remove underground cables thereunder.
- 2 The land is subject to the right to make connections with and use the drains waterpipes and all other services therein thereunder and therethrough.
- 3 The parts numbered 1 and 2 on the filed plan and the parts of other entranceways adjoining the parts edged and numbered in green on the filed plan are subject to rights of way.
- 4 Lease dated 8 August 1975 of an electricity sub station site on the part edged and numbered 1 in blue on the filed plan to The Eastern Electricity Board for 42 years from 16 May 1975.

NOTE 1: The lease grants the following rights:-

"Together with full right and liberty for the tenants themselves or their servants or agents

(i) To go pass and repass at all times and for all purposes with or without vehicles over and along the land indicated by a black dot-screen and also by black cross-hatching on the said site plan the full extent of the black dot-screen being indicated on the said location plan.

(ii) To lay and maintain electric lines with any conduits pipes and other accessories thereto under the land indicated by black cross-hatching and also by black diagonal hatching on the said site plan the full extent of the black diagonal hatching being indicated on the said location plan and to enter thereon and break up the surface thereof so far as may be necessary from time to time for the purpose of laying electric lines conduits or pipes under or over the said land or relaying repairing maintaining or removing any electric lines conduits pipes and other accessories so laid as occasion shall require doing as little damage as possible and restoring the surface as soon as may be

C: Charges Register continued

(iii) To take in and expel air from and over the land adjoining the ventilators incorporated in the southern wall of the substation building and the doors incorporated in the western wall."

NOTE 2: The land shown by a black dot screen, black cross-hatching and black diagonal hatching is tinted pink hatched blue and tinted blue respectively on the filed plan

NOTE 3: Lessee's title registered under HD89761.

- 5 Such parts of the land affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to rights of support, protection and rights of entry for the purpose of repairing and maintaining the properties erected on or near the boundaries of the parts so edged and numbered in green.
- 6 The joint passagesways at the side included in the title are subject to rights of way on foot only.
- 7 The passagesways leading from the rear remaining in the title are subject to rights of way on foot only.
- 8 The parts of the joint garage accessways included in the title are subject to rights of way.
- 9 The part of the vehicular accessway leading to the rear included in 20 Shillitoe Avenue is subject to a right of way for the benefit of 22 Shillitoe Avenue.
- 10 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.
- 11 The leases specified in the Schedule of leases annexed which were made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed in paragraph 2 of Schedule 2 of that Act.
- 12 The land is subject to the following rights granted by a Transfer of the land edged and numbered HD146547 in green on the filed plan dated 19 November 1981 made between (1) Hertsmere Borough Council (Transferor) and (2) The Trustees of the Potters Bar Evangelical Free Church (Transferees):-

"The right in common with the Transferor and all others entitled to a like right of passage and running of gas electricity water and soil from and to the property hereby transferred through the pipes wires conduits and drains in under or upon the Transferors adjoining or adjacent land or any part thereof."
- 13 The leases specified in the Schedule of Leases hereto which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights specified in paragraph 2 of Schedule 6 of the Housing Act 1985.
- 14 The leases specified in the Schedule of Leases hereto which are shared ownership leases made pursuant to Section 143-153 of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed in paragraph 2 of Schedule 6 of the Housing Act 1985.
- 15 The land is subject to the following rights granted by a Transfer of the land edged and numbered HD320933, HD320936, HD320937, HD320939, HD320941, HD320943, HD320946, HD320949, H on the filed plan and other land dated 31 March 1994 made between (1) Hertsmere Borough Council (the Council) and (2) Aldwyck Housing Association Limited (the Transferee):-

"TOGETHER WITH the rights and easements set forth in Schedule B hereto

SCHEDULE B

RIGHTS GRANTED

C: Charges Register continued

SUPPORT

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

RIGHTS OF WAY

2. The right for the Transferee and the owner or owners and occupiers for the time being of the Property or any part thereof and all persons authorised by it or them at all times and for all reasonable purposes connected with the use and enjoyment of the Property or any part thereof in common with the Council and all other persons to whom a like right has been or may hereafter be granted to pass and repass (with or without vehicles in the case of roads and accessways) over and along the Common Areas now or any replacement or renewal thereof thereafter forming part of the Remaining Land and not publicly adopted the Transferee or other persons as aforesaid bearing paying and contributing together with the Council or its successors in title a reasonable proportion according to the extent to which they use such right of the cost of repairing and maintaining the Common Areas which are not maintained at public expense PROVIDED THAT the Council 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 through the Remaining Land of the Common Areas as it shall in its absolute discretion think fit PROVIDED FURTHER THAT it does so whilst providing suitable alternative routes at its own expense causing minimum inconvenience and making good as soon as practicable any damage so caused and PROVIDED THAT any alternative route provided over the Remaining Land to the Property is adequate for the present use and occupation of the property.

REPAIRS

3. The right subject to not less than 7 days' prior written notice to the Council or its successors in title (except in case of emergency) to enter upon the Remaining Land with or without workmen and others materials and appliances for the purposes of repairing replacing maintaining and/or decorating the Property and all or any buildings now erected or any replacement or renewal of such buildings and thereafter erected thereon within the Perpetuity Period (the person or person exercising such right making good forthwith at its his or their own expense all damage and loss caused thereby) and also during the Perpetuity Period to lay Service Conduits in over through or under the Common Areas now or where there is any replacement or renewal thereof thereafter forming part of the Remaining Land to serve the Property either alone or jointly or in common with the Remaining Land (the person exercising such right causing as little damage and inconvenience as possible and making good forthwith at his or their expense all damage and loss caused thereby) and SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Council or its successors in title for the duration of such works.

SERVICES

4. The free and uninterrupted right to the passage and running of water soil gas electricity or other fuel telephone television and other services to and from the Property through and along all Service Conduits as are now or where there is any replacement or renewal thereof as may during the Perpetuity Period be in through under or over the Remaining Land as are used or intended to be used jointly or in common with the Council and all other persons who are now or may hereafter be entitled to connect with or use the same or any of them the Transferee its successors in title or other persons as aforesaid bearing paying and contributing together with such other persons including the Council and its successors in title a fair proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing replacing maintaining renewing altering adjusting and cleansing the Service Conduits TOGETHER WITH the right and subject to not less than 7 days' prior written notice to the Council or its successors in title (except in case of emergency) to enter on to the Remaining Land with or without workmen and others materials and appliances for the purpose of connecting to

C: Charges Register continued

laying inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Transferee or its successors in title causing as little inconvenience and damage as possible and making good forthwith at its his or their own expense all damage and loss caused thereby) SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Council or its successors in title for the duration of such works PROVIDED THAT this includes (subject as aforesaid) the right during the Perpetuity Period to make further connections and to lay in under through or over the Common Areas now or where there is any replacement or renewal thereof thereafter forming part of the Property such further Service Conduits as are reasonably necessary for any increased flow from time to time PROVIDED FURTHER THAT the Council may upon giving not less than 28 days written notice to the Transferee or its successors in title (except in case of emergency) from time to time alter the route of the Service Conduits in the Remaining Land as it shall in its absolute discretion think fit which shall not involve the Transferee in any additional expenditure by way of maintenance repair or otherwise PROVIDED ALWAYS THAT any alternative route is adequate for the present use and occupation of the Property AND PROVIDED FURTHER THAT the Council provides suitable alternative services at its own expense and causes during the course of such works minimum inconvenience and makes good forthwith any damage caused.

5. The rights to the unimpeded access and enjoyment of light and air to all windows now and during the Perpetuity Period in the buildings upon the Property and each and every part thereof now existing and to any replacement or renewal thereof thereafter erected upon the Property or any part thereof within the Perpetuity Period from or over the Remaining Land or any parts thereof. Provided that such rights shall not in any way restrict or prevent the development of the land shown coloured green on the Plan marked A annexed hereto."

NOTE: The land edged green referred to is shown on the supplementary plan to the filed plan.

Schedule of notices of leases

1	10.11.1981 4 (Part of)	119 Kimptons Mead, (Second floor flat)	04.09.1981 125 years from 4.9.1981	HD145013
NOTE: : By a Deed dated 20 September 1985 made between (1) Hertsmere Borough Council and (2) Glenley Pope the terms of the registered Lease dated 4 September 1981 referred to above were varied. (Copy Deed filed)				
2	10.11.1981 3 (Part of)	68 Shillitoe Avenue, (Second floor flat)	24.09.1982 125 years from 24.9.1982	HD145014
NOTE: By a Deed dated 11 March 1988 made between (1) Hertsmere Borough Council and (2) Nicholas John Innes and Vicky Lindy Innes the terms of the Lease dated 24 September 1982 referred to above were varied. (Original filed under HD1450514)				
3	07.11.1985 5 (Part of)	4 Kimptons Close, (First floor flat)	14.10.1985 125 years from 14.10.1985	HD199214
4	06.10.1987 6 (Part of)	41 Kimptons Mead, (Second floor flat only)	31.07.1987 125 years from 28.7.1982	HD232098
5	21.12.1987 7 (Part of),	66 Shillitoe Avenue, (Second floor flat)	25.06.1987 24.9.1982	HD235913
6	22.09.1988 3 (Part of)	60 Shillitoe Avenue (Ground floor Maisonette)	24.06.1988 125 years from 24.9.1982	HD249363
7	05.12.1988 8 (Part of)	43 Kimptons Road, (Second floor flat)	31.10.1988 125 years from 4.9.1981	HD253820

Schedule of notices of leases continued

8	05.04.1989 8 (Part of)	37 Kimptons Mead, (First floor flat)	30.11.1988 125 years from 28.7.1982	HD259380
9	17.05.1989 5 (Part of), 9	6 Kimptons Close, (Second floor flat), Store Shed, (Exclusive use)	08.05.1989 125 years from 8.5.1989	HD261000
10	25.10.1989 9 (Part of)	78 Shillitoe Avenue, (Second floor flat)	15.09.1989 125 years from 24.9.1982	HD266765
11	03.01.1990 11	23 Kimptons Mead	16.10.1989 125 years from 16.10.1989	HD268950
NOTE: The lease contains an option to purchase the freehold estate upon the terms therein mentioned				
12	24.07.1990 12 (Part of), 13	3 Kimptons Close, (First floor flat), Store (exclusive use)	22.06.1990 125 years from 14.10.1985	HD275962
13	09.09.1991 14 (Part of)	19 Kimptons Close, (First floor flat)	12.08.1991 125 years from 14.10.1985	HD288916
14	06.12.1991 15 (Part of), 16	Flat 115, Kimptons Mead, (First floor flat), Exclusive use of Store	02.12.1991 125 years from 4.9.1981	HD292442

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 11:25:35. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: MX323367

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (24.05.1956) 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 Church Road, Potters Bar.

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 (24.05.1956) Proprietor: THE URBAN DISTRICT COUNCIL OF POTTERS BAR of Council Offices, Drakes Lane, Potters Bar, Herts.
- 2 (24.05.1956) RESTRICTION:- Except under an Order of the Registrar no disposition is to be registered unless made in accordance with the provisions of the Town and Country Planning Acts 1947-1954 or some other Act or authority.

End of register

H. M. LAND REGISTRY GENERAL MAP

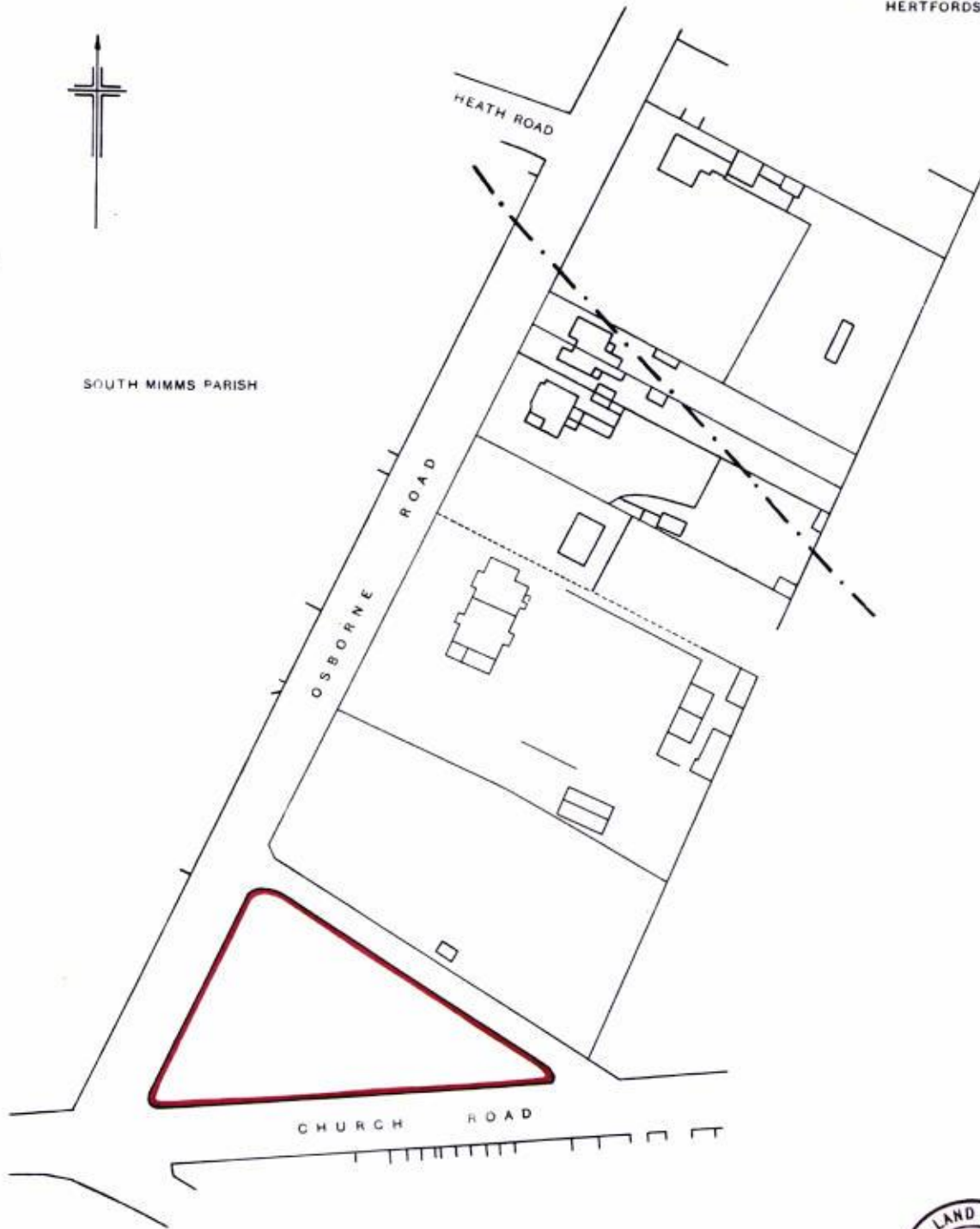
MIDDLESEX SHEET I.8. SECTION R

Scale 1/1250. Enlarged from 1/2500. HERTFORDSHIRE

NORTH MYMMS PARISH
HERTFORDSHIRE



SOUTH MIMMS PARISH



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Filed Plan of Title No. **MX323367**

This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 19 December 2018 at 11:26:09. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

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0 10 20 30 40 50 60 70 80 100m

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Data last updated 10:00pm 12 DECEMBER, 2018

Map scale 1:2500



Title number	Estate information	Address
HD210623	Freehold	LAND ON THE EAST AND WEST SIDES OF WASH LANE, SOUTH MIMMS, POTTERS BAR LAND ON THE EAST AND WEST SIDES OF WASH LANE, SOUTH MIMMS, POTTERS BAR

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 11:26:58. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD210623

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (24.07.1986) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the East and West sides of Wash Lane, South Mimms.
- 2 (24.10.1986) The filed plan has been amended to include part of the stream.
- 3 (07.10.1992) The land edged and lettered X in green on the filed plan has been removed from the title.

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 (24.07.1986) Proprietor: BP OIL UK LIMITED of Witan Gate House, 500-600 Witan Gate, Central Milton Keynes MK9 1ES.

C: Charges Register

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

- 1 Lease dated 17 November 1986 of the land tinted pink on the filed plan to The Secretary of State for Transport for 999 years from 17 November 1986 at the rent of a peppercorn.

NOTE:-Lessee's Title registered under HD218311.

- 2 The parts of the land affected thereby are subject to the following rights granted by a deed dated 15 May 1987 made between (1) BP Oil Limited (Grantor) and (2) The Eastern Electricity Board (Board):-

the Grantor as Beneficial Owner hereby grants unto the Board FULL RIGHT AND LIBERTY for the Board to lay maintain repair renew use alter inspect or remove electric cables and lines and conduits or pipes for containing the same where necessary (hereinafter referred to as "the said works") under the land being part of the Grantor's property situate and known as land on the west and south west side of Wash Lane South Mimms Hertfordshire in the position shown by a thick black broken line superimposed on red colouring on the site plan on Drawing Number B.13584 Issue A annexed hereto AND ALSO full right and liberty to enter on and break up the surface of so much of the land of the Grantor as

Title number HD210623

C: Charges Register continued

may be necessary from time to time for the purpose of laying and thereafter as occasion shall require relaying inspecting repairing renewing altering or removing the said works.

NOTE:-The thick black broken line superimposed on red colouring is tinted mauve on the supplementary plan to the filed plan.

End of register



Map scale 1:2500

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Data last updated 10:00pm 12 DECEMBER, 2018



Title number	Estate information	Address
MX450399	Freehold	ELECTRICITY SUB-STATION MUTTON LANE, SOUTH MIMMS, POTTERS BAR LAND AND BUILDINGS ON THE SOUTH SIDE OF MUTTON LANE, SOUTH MIMMS, POTTERS BAR

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 11:28:02. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: MX450399

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 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 South side of Mutton Lane, Potters Bar.
- 2 The land numbered 1 and 2 on the filed plan has the benefit of the following rights granted by a Transfer of the said land numbered 1 and 2 on the filed plan dated 1 January 1963 made between (1) Frederick John Charles Ingram and (2) The Dugdale Hill Estate Company Limited:-

"TOGETHER with the right at any time within 21 years from the date hereof to enter upon the land coloured blue (hereinafter called "the Blue Land") upon the plan annexed hereto for the purpose of laying a sewer or drain under the Blue Land and to connect the same to any sewer or drain under or upon the Blue Land or to the sewer in Mutton Lane aforesaid and forever thereafter to drain through the said sewer or drain so laid and any sewer or drain to which the same is connected and to enter upon the Blue Land to inspect cleanse repair or renew such sewers and drains PROVIDED always that the persons exercising such rights shall make good to the owner for the time being of the Blue Land any damage thereby caused."

NOTE:-The land coloured blue referred to is tinted brown on the filed plan.

- 3 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.
- 4 The transfer of those parts edged and numbered in green on the filed plan which were made pursuant to Chapter 1 of Part 1 of the Housing Act, 1980, took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 of that Act.
- 5 The transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of that Act.

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(s): HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts.

B: Proprietorship Register continued

- 2 A Transfer to a former proprietor of the land numbered 1 and 2 on the filed plan dated 1 January 1963 made between (1) Frederick John Charles Ingram and (2) Dugdale Hill Estate Company Limited contains Vendors personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 3 A Transfer of the land numbered 1,2 and 3 on the filed plan dated 19 December 1963 made between (1) The Dugdale Hill Estate Company Limited (First Nominees) (2) The Munster And Leinster Bank Limited and Charles Michael St. Maur Wellesley Wesley (Second Nominees) respectively by the direction of The Conolly Trustee Company Limited (Vendors) and (3) The Urban District Council of Potters Bar (Council) contains Purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 1 January 1963 referred to in the Proprietorship Register:-

"THE Transferor HEREBY COVENANTS with the Company that he the Transferor will within twelve months of the date hereof in a proper and workmanlike manner erect a concrete paled fence not less than five feet high measuring from the surface of the land along the western boundary between the points marked A - B on the plan annexed and along the northern boundary of the said strip of land coloured green between the points marked A - C on the said plan."

NOTE:-The points A,B and C referred to are reproduced on the filed plan.

- 2 The following are details of the personal covenants contained in the Transfer dated 19 December 1963 referred to in the Proprietorship Register:-

"FOR the purpose of affording each of them a full and sufficient indemnity but not further or otherwise the Council hereby covenants with the Vendors the First Nominees and the Second Nominees and each of them separately that the Council will at all times hereafter duly observe and perform

(a) as to the whole of the property hereby transferred the stipulations restrictions covenants and conditions set out in the first part of the Schedule hereto

(b) as to the Second Property the restrictions covenants and conditions and stipulations set out in part II of the Schedule hereto

and will at all times keep the Vendor and the First Nominees and the Second Nominees and each of them and them and their respective successors in title fully indemnified against all actions claims costs and demands in respect of non-observance or non-performance of the said covenants restrictions and stipulations

SCHEDULE

PART I

1. NOT to do or suffer or permit to be done on the property anything which may be or become an annoyance inconvenience or nuisance to the Trustees Lady Elizabeth Byng or other the owners or occupiers for the time being of the Trustees property and of the Wrotham Park Estate or any part or parts thereof

2. NOT to suffer or permit aeroplanes airships helicopters hovercraft or any other flying machines to land or remain on or take off or be propelled from the property or any part thereof and not to use or permit to be used the property or any building standing thereon or on any part thereof for the purpose of mooring storing manufacturing or assembling (or for any purpose connected therewith) aeroplanes airships helicopters or other flying machines

Schedule of personal covenants continued

3. NOT to permit any bricks pipes or tiles to be made or burnt upon the property
4. NOT to erect or permit to be erected on the property or any part thereof any hut tent shed caravan house on wheels or any other chattel adapted or intended for use as a dwellinghouse or sleeping apartment
5. NOT to use or permit to be used any building which may hereafter be erected on the property or any part thereof other than for residential purposes which shall include the garaging of motor cars by residents of any such building
6. NOT to use or permit to be used the land or any building now or hereafter to be erected thereon as an institution or home for alcoholics inebriates drug addicts lunatics idiots or mental defectives or persons suffering from any infectious or contagious disease or suffering from or recovering from any mental or sexual abnormality or disorder or as a remand home or a school for delinquent persons or any institution whatsoever

PART II

NOT to carry on or permit or suffer to be carried on upon any part of the Back Land any offensive noisy or dangerous trade or business or occupation or so as to cause a nuisance or inconvenience to The Reverend Cecil Eskholme Charlton and his successors in title or the neighbourhood.

NOTE:-The Second property referred to is the land numbered 3 on the filed plan."

NOTE:-The Bank Land is not defined in the transfer.

C: Charges Register

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

- 1 A Conveyance of the land numbered 1 and 2 on the filed plan in this title and other land dated 27 September 1945 and made between (1) The Right Honourable Edmund Henry Earl of Strafford (Vendor) and (2) Frederick John Charles Ingram (Purchaser) contains covenants

By a Deed dated 7 October 1963 and made between (1) The Honourable Florence Elizabeth Alice Byng (Lady Elizabeth Byng) (2) The Royal Bank of Scotland (Bank) (3) The Bank and Edmund John Robert Naylor (Trustees) and (4) The Dugdale Hill Estate Company Limited (Owners) the said covenants were expressed to be released as to the land numbered 1 on the filed plan and further covenants were imposed on the said land numbered 1 .

Details of the said covenants and a copy of the said release and further covenants are set out in the schedule of restrictive covenants hereto.

- 2 A Conveyance of the land numbered 3 on the filed plan and other land dated 23 October 1945 made between (1) The Right Honourable Edmund Henry Earl of Strafford (Vendor) (2) The Parochial Church Council of The Parish of Potters Bar (Council) and (3) The Ecclesiastical Commissioners for England contains covenants. By a deed dated 18 October 1963 made between (1) The Honourable Florence Elizabeth Alice Byng (Lady Elizabeth Byng) (2) The Royal Bank of Scotland (Bank) (3) The Bank and Edmund John Robert Naylor (Trustees) and (4) The Munster & Leinster Bank Limited and Charles Michael St. Maur Wellesley-Wesley (Owners) the said covenants were expressed to be released and further covenants were imposed. Details of the covenants are set out in the schedule of restrictive covenants hereto.

The said release and further covenants are in terms identical with those of the release and further covenants contained in the Deed dated

C: Charges Register continued

7 October 1963 referred to above, except that in the release the words "Old Covenants so far as they were imposed upon the pink land" are substituted for the words "said restrictions and obligations imposed on the pink land."

NOTE:-The "Old Covenants" are the covenants in the Conveyance dated 23 October 1945 referred to above. The pink land referred to in the said Deed dated 18 October 1963 is numbered 3 on the filed plan.

3 A Transfer of the land numbered 3 on the filed plan in this title and other land dated 23 September 1963 made between (1) The Reverend Cecil Eskholme Charlton (Transferor) and (2) The Munster and Leinster Bank Limited and Charles Michael St. Maur Wellesley Wesley (Transferees) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

4 Lease of the land tinted blue on the filed plan dated 20 February 1967 to The Eastern Electricity Board for 99 years from 1 October 1966.

NOTE 1:-The lease grants the following rights:-

TOGETHER with full right and liberty for the Board and all persons authorised by them in common with the Council and all persons having the like right to pass and repass at all times and for all purposes with or without vehicles to and from the demised land over and along the land shown coloured blue and blue hatched green on the said block plan and the estate roads and footpaths situate on the Council's said Mutton Lane Housing Estate and shown in part of the said location plan

AND TOGETHER ALSO will full right and liberty for the Board at their expense to lay maintain inspect renew use alter and remove electric cables and lines and conduits or pipes for containing the same where necessary under the said land shown coloured blue hatched green and the land shown by green diagonal hatching on the said block plan and the said estate roads and footpaths shown in part of the said location plan and to break up the surface thereof so far as necessary from time to time for the purpose of laying relaying repairing maintaining altering and removing the said electric cables and lines and conduits or pipes

AND TOGETHER ALSO with full right and liberty for the Board to discharge rainwater from the demised land into the drain situate on the Council's adjoining land shown in the approximate position on the said block plan by a brown line and to enter on the said adjoining land for the purpose of making repairing and maintaining the necessary connections and for no other purpose

AND TOGETHER ALSO with full right and liberty for the gates to be erected in the North Eastern boundary of the demised land and more particularly referred to in Clause 2(4) hereof to open over the said land shown coloured blue hatched green on the said block plan.

NOTE:-The land shown coloured blue and blue hatched green are shown by yellow tinting and yellow tint of blue hatching respectively on the filed plan. The green hatching and brown line referred to are shown respectively by blue hatching and a brown broken line on the filed plan.

NOTE 2:-Lessees title registered under HD49102.

5 The land is subject to rights of drainage and rights in respect of water gas electricity and telephone supply services.

6 The land is subject to such rights and easements or quasi rights and quasi easements at present enjoyed by the parts edged and numbered in green on the filed plan at the respective dates of the Transfers thereof.

7 The estate roads are subject to rights of way.

8 The rear passageways included in the title are subject to rights of way on foot only.

9 The side and rear accessways included in the title are subject to rights of way.

C: Charges Register continued

- 10 (19.05.1994) 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 support.
- 11 (19.05.1994) 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 for the purpose of repairing, replacing, maintaining and/or decorating the buildings erected on the parts so edged and numbered in green.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 27 September 1945 referred to in the Charges Register:-

The Purchaser hereby covenants with the Vendor and his successors in title for the benefit of the Vendors said Wrotham Park Estate remaining unsold and so as to bind the owner or owners for the time being of the land hereby conveyed at all times hereafter to observe and perform the restrictions and stipulations set forth in the Second Schedule hereto.

THE SECOND SCHEDULE above referred to

1. The Purchaser shall within two months from the date hereof erect within the boundaries and forever after maintain at his own expense stock and sheep proof boundary fences on the boundaries where indicated on the said plan by the letter "T" to be approved by the Vendor or his agent and will indemnify the Vendor his heirs and assigns and his and their lessees tenants and occupiers of the adjoining lands against all costs claims damages or demands which they may incur or be liable for in consequence of horses cattle pigs or sheep straying from any such adjoining land through any act or default of the Purchaser or other the owner or owners for the time being of the land hereby conveyed
2. The Purchaser shall not carry on or permit to be carried on upon any part of the land hereby conveyed or in any building to be erected thereon any noisome dangerous or offensive trade or business or occupation which may be or become a nuisance or annoyance or dangerous or injurious to the Vendor or his successors in title and assigns his or their tenants or the owners or occupiers or tenant of any property adjoining or neighbouring or opposite to the land hereby conveyed or which may tend to depreciate or lessen the value of the Vendor's adjoining estate
3. The Purchaser shall not at any time use or permit to be used the land or any building now or hereafter to be erected thereon as an aerodrome or as a place for mooring storing manufacturing or assembling any airship aeroplane or any other flying machine of any kind or as a place for landing of the same or from which the same may take off in flight or for any other purposes connected with any such airship aeroplane or other flying machine as aforesaid or as a hospital of any kind or as a house or houses for the reception of any person or persons who may be of unsound mind whether so found or not including a defective or defectives within the definition of defective as defined in Section 55 of the Administration of Estates Act 1925 or who may be suffering or recovering from any infectious disease or as a shooting school (other than in conjunction with the purposes specified in covenant No.4 next hereinafter contained) or as a factory or workshop
4. Neither the land nor any future building thereon shall at any time hereafter be used for any other purpose than the Headquarters of the Potters Bar Sea Cadets Air Cadets and Army Cadets or either of them
5. The Purchaser shall not permit any bricks pipes or tiles to be made or burnt upon the said land
6. No hut tent shed caravan house on wheels or any other chattel adapted or intended for use as a dwelling or sleeping apartment nor any booths shows swings or roundabouts whether permanent or temporary shall be erected on any part of the said land
7. No board hoarding building or other erection or thing for the

Schedule of restrictive covenants continued

display of advertisements shall be erected or set up upon any part of the said land or on any house hoarding board building erection or thing erected thereon except advertisements for the sale or letting of the property or any part thereof or a sign indicating the nature of the undertaking carried on thereon

NOTE:-A T mark affects the eastern boundary of the land numbered 1 on the filed plan.

- 2 The following are details of the release and further covenants contained in the Deed dated 7 October 1963 referred to in the Charges Register:-

"Lady Elizabeth Byng with the consent of the Bank as evidenced by its execution hereof and the Trustees HEREBY RELEASE the Owners and their successors in title from the obligations of the said restrictions and obligations imposed on the pink land

THE Owners HEREBY COVENANT with the Trustees and Lady Elizabeth Byng and their and her successors in title for the benefit of the Trustees property and of Lady Elizabeth Byng's estate in the Counties of Middlesex and Hertford (commonly called "the Wrotham Park Estate") and of each and every part thereof and so as to bind the owner or owners for the time being of the pink land at all times hereafter to observe and perform the restrictions and stipulations set forth in the schedule hereto

THE SCHEDULE above referred to

1. NOT to do or suffer or permit to be done on the property anything which may be or become an annoyance inconvenience or nuisance to the Trustees Lady Elizabeth Byng or other the owners or occupiers for the time being of the Trustees property and of the Wrotham Park Estate or any part or parts thereof
2. NOT to suffer or permit aeroplane airships helicopters hovercraft or any other flying machines to land or remain on or take off or be propelled from the property or any part thereof and not to use or permit to be used the property or any building standing thereon or on any part thereof for the purpose of mooring storing manufacturing or assembling (or for any purpose connected therewith) aeroplanes airships helicopters or other flying machines
3. NOT to permit any bricks pipes or tiles to be made or burnt upon the property
4. NOT to erect or permit to be erected on the Property or any part thereof any hut tent shed caravan house on wheels or any other chattel adapted or intended for use as a dwelling or sleeping apartment
5. NOT to use or permit to be used any building which may hereafter be erected on the Property or any part thereof other than for residential purposes which shall include the garaging of motor cars by residents of any such building
6. NOT to use or permit to be used the land or any buildings now or hereafter to be erected thereon as an institution or home for alcoholics inebriates drug addicts lunatics idiots or mental defectives or persons suffering from any infectious or contagious disease or suffering from or recovering from any mental or sexual abnormality or disorder or as a remand home or a school for delinquent persons or any institution whatsoever."

- 3 The following are details of the covenants contained in the Conveyance dated 23 October 1945 referred to in the Charges Register:-

The Council hereby covenants with the Vendor and his successors in title for the benefit of the Vendors said Wrotham Park Estate remaining unsold and so as to bind the owner or owners for the time being of the land hereby conveyed That neither the land hereby conveyed nor any future building thereon shall be used for any purpose other than for agriculture or a churchyard or burial ground by way of extension to the existing churchyard or burial ground adjoining on the west side

Title number MX450399

Schedule of restrictive covenants continued

thereof.

- 4 The following are details of the covenants contained in the Transfer dated 23 September 1963 referred to in the Charges Register:-

"The Transferees hereby covenant that they will not carry on or permit or suffer to be carried on upon any part of the land hereby transferred any offensive noisy or dangerous trade or business or occupation or so as to cause a nuisance or inconvenience to the Transferor and his successors in title or the neighbourhood."

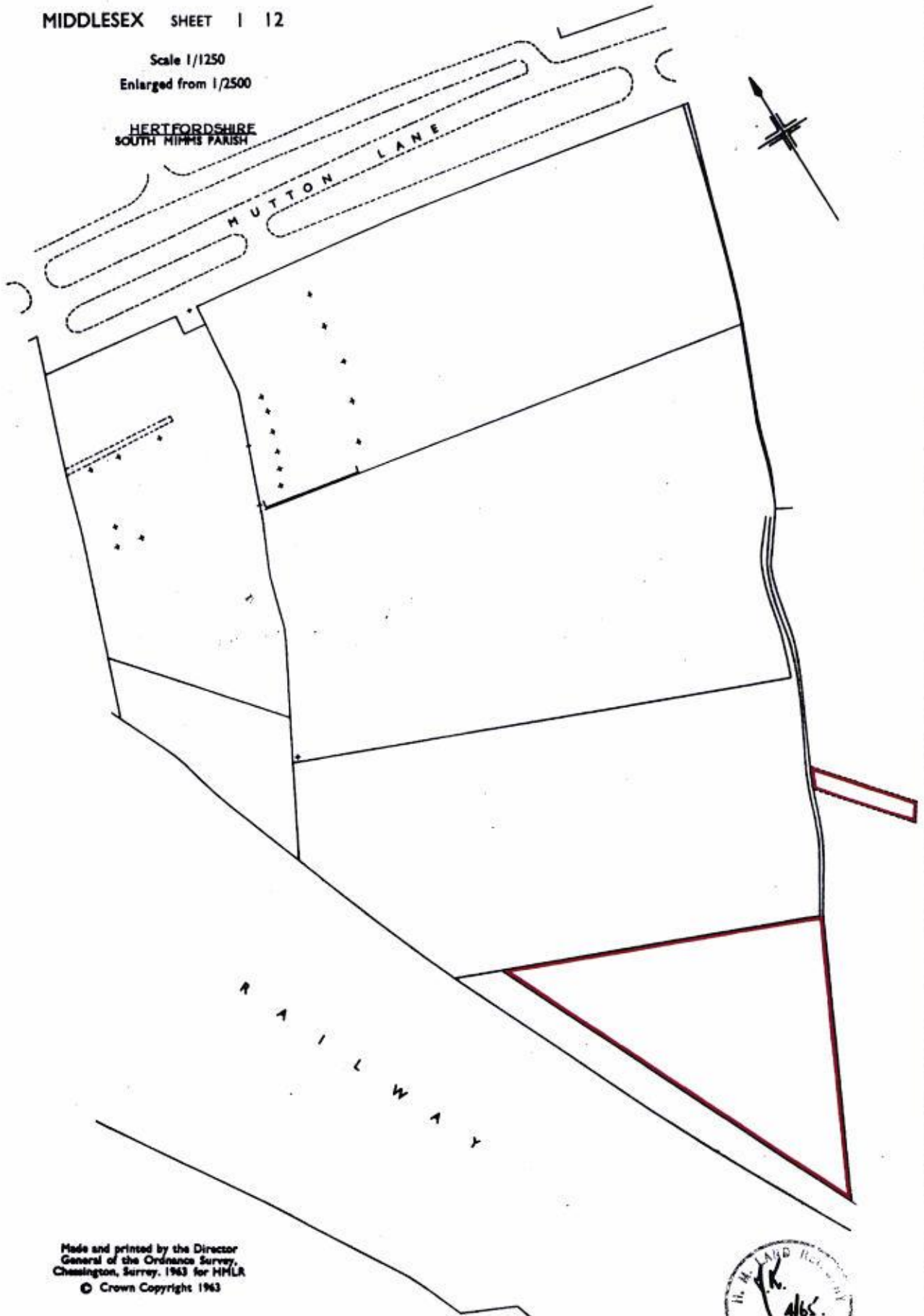
End of register

H. M. LAND REGISTRY

MIDDLESEX SHEET 1 12

Scale 1/1250
Enlarged from 1/2500

HERTFORDSHIRE
SOUTH HEMMS PARISH



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Filed Plan of Title No. **HD40760**

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD40760

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (13.06.1955) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being being land lying to the South of Mutton Lane, South Mimms.

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 (12.04.1965) Proprietor(s): URBAN DISTRICT COUNCIL OF POTTERS BAR of Council Offices, Darkes Lane, Potters Bar, Herts.
- 2 (12.04.1965) RESTRICTION - Except under an Order of the Registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Housing Act 1957 or some other Act or Authority.

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 11:35:55. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD433305

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (12.08.2004) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 5 Battlers Green Drive and land and buildings at Battlers Green Drive and land at Phillimore Place; Martins Close; Kendals Close and Watford Drive, Radlett.

NOTE: The land tinted green on the title plan is not included in this title.

- 2 (12.08.2004) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.
- 3 (12.08.2004) The land has the benefit of the rights granted by a Deed of Grant dated 14 February 1948 made between (1) Lucy Phillimore and (2) The Watford Rural District Council.

-NOTE: Copy filed.

- 4 (12.08.2004) By Transfers and Conveyances of adjacent or neighbouring land pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.
- 5 (12.08.2004) The land has the benefit of such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were reserved by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.
- 6 (10.12.2004) 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. The property description has been altered to reflect the land remaining in the title.
- 7 (10.12.2004) The land transfer of the land edged and numbered HD437109 in green on the title plan has the benefit of the rights reserved by but is subject to the rights granted by a Transfer dated 31 October 2004 made between Hertsmere Borough Council and Mustafa Tekkanat.

-NOTE: Copy filed under HD437109.

- 8 (19.01.2005) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered HD438186 in green on the title plan dated 24 November 2004 made between (1) Hertsmere Borough Council and (2) Cemile Tekkanat.

-NOTE: Copy filed under HD438186.

- 9 (10.03.2009) By a Deed dated 5 October 2007 made between (1) Hertsmere Borough Council and (2) William Sutton Housing Association Limited the

A: Property Register continued

extent transferred by a Transfer dated 31 March 1994 was rectified by the substitution of the original plan to the Transfer. A new title plan to reflect the rectified extent has been prepared.

-NOTE: Copy Deed filed under HD318835.

- 10 (07.07.2011) The land has the benefit of the rights reserved by a Transfer of the land edged and numbered HD509825 in green on the title plan dated 1 April 2011 made between (1) Hertsmere Borough Council and (2) Bellawood Developments Limited.

-NOTE: Copy filed under HDS09825.

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 (12.08.2004) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts., WD6 1WA.

C: Charges Register

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

- 1 (12.08.2004) A Conveyance of the land in this title and other land dated 11 April 1946 made between (1) Lucy Phillimore (Vendor) and (2) Rural District Council of Watford contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 2 (12.08.2004) The parts of the land affected thereby are subject to the following rights granted by a Lease of the land edged and numbered 1 in blue on the title plan plan dated 4 March 1958 made between (1) Hertsmere Borough Council and (2) EDF Energy Networks (EPN) plc:-

"TOGETHER with full right and liberty (in common with the Lessor and all others entitled thereto from time to time) for the Lessee and its servants and others authorised by it at all times to go pass and repass with or without vehicles and equipment over and along the piece of land coloured green on the said plan for the purpose of gaining access to and from the piece of land coloured pink on the said plan AND TOGETHER ALSO with full right and liberty for the Lessee to lay maintain inspect renew use alter and remove electric cables and lines and conduits or pipes for containing the same where necessary under and across the land coloured blue on the said plan and to break up the surface thereof so far as necessary from time to time for the purpose of laying relaying repairing maintaining altering and removing the said electric cables and lines and conduits or pipes the Lessee making good all damage to the surface of the said land as soon as possible after any disturbance thereof"

-NOTE: Copy plan filed.

- 3 (12.08.2004) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 11 May 1988 made between (1) Hertsmere Borough Council (the Grantor) and (2) The Eastern Electricity Board (the Board):-

"The Grantor as Beneficial Owner hereby grants unto the Board FULL RIGHT AND LIBERTY for the Board to lay maintain repair renew use alter inspect or remove electric cables and lines and conduits or pipes for containing the same where necessary (hereinafter referred to as "the said works") under the land being part of the Grantor's property situate and known as Phillimore Place Radlett in the position shown by a thick black broken line between points A-D B-C and E-F on Drawing

C: Charges Register continued

Number B13646 Issue B annexed hereto (hereinafter referred to as "the land") AND ALSO full right and liberty to enter on and break up the surface of so much of the land as may be necessary from time to time for the purpose of laying and thereafter as occasion shall require relaying inspecting repairing renewing altering or removing the said works.

TO THE INTENT that the said rights shall be used in connection with and as appurtenant to the whole and every part of the statutory electricity undertaking of the Board

THE Board hereby covenants with the Grantor as follows:-

(a) that it will do as little damage as possible to the land in the exercise of the rights and liberties hereby granted and will make good so far as may be all damage and disturbance which may be caused to the land by the exercise of the rights and liberties hereby granted

(b) that it will maintain and keep in good repair and condition the said works so as not to be a danger to the Grantor or its successors in title or its or their tenants

(c) that it will keep the Grantor indemnified against all damages which it may suffer or incur by reason of anything done by the Board in pursuance of this Grant Provided that the Grantor shall as soon as practicable give notice in writing to the Board of any action or claim brought made or threatened against it and shall not settle or compromise such action or claim without the consent of the Board.

NOTE: The thick black broken lines referred to is shown by a brown broken line on the title plan as far as it affects the land in this title.

- 4 (12.08.2004) An Agreement dated 30 June 1988 made between (1) Hertsmere Borough Council and (2) The Eastern Electricity Board relates to the laying and relaying of electric cables, lines, conduits or pipes and a right of entry for the inspection and maintenance thereof.

-NOTE: Copy filed.

- 5 (12.08.2004) The land is subject to the rights granted by a Deed of Grant dated 26 June 2002 made between (1) Hertsmere Borough Council and (2) Leslie Charles Upson and Leanne Upson.

-NOTE: Copy filed.

- 6 (12.08.2004) The land is subject to the rights granted by a Deed of Grant dated 21 August 2002 made between (1) Hertsmere Borough council and (2) Roland Coates.

-NOTE: Copy filed.

- 7 (12.08.2004) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.

- 8 (18.03.2016) The land coloured brown on the plan to the statutory declaration dated 16 October 1997 and the statement of truth dated 9 March 2016 is subject to a right of way on foot or by bicycle in favour of Fairfield Primary School. The extent of this right, having been acquired by prescription, may be limited by the nature of the user from which it has arisen.

-NOTE: Copies of statutory declaration and statement of truth referred to above filed under title number HD543223.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 11 April 1946 referred to in the Charges Register:-

"2. The Council for themselves and their successors in title hereby

Schedule of restrictive covenants continued

covenant with the Vendor and her successors in title and assigns owners or occupiers of any land adjoining or near to the land hereby conveyed and now forming part of the unsold portions of the Kendalls Building Estate or the Vendor's Hertfordshire Estates (of which the same forms part) and capable of benefitting by this covenant that if the said land or any part or parts thereof shall hereafter be used or developed otherwise than in accordance with any scheme approved by the Ministry of Health or other Legal Authority then the said land or such part or parts thereof as shall not be used or developed as aforesaid shall thereafter be subject to the conditions and stipulations contained in the Second Schedule hereto AND the Council hereby further covenants with the Vendor that the Council and their successors in title owner or owners for the time being of the said land or such part or parts thereof as aforesaid will thereafter so far as regards the said land or such part or parts thereof as aforesaid perform and observe the said stipulations and conditions PROVIDED nevertheless that the Council shall not be personally liable in damages for breach of any of the said conditions and stipulations so far as the same are restrictive of user of the said land so subject thereto as aforesaid committed after they shall have parted with all interest in the land in respect of which such breach of the said conditions and stipulations shall occur

3. IT IS HEREBY DECLARED as follows:

(i) The Council shall not be entitled to any right of light or air which would restrict or interfere with the free use for building or any other purpose of any of the adjoining or neighbouring land of the Vendor

(ii) Nothing in this Conveyance contained shall be construed to impose any restrictions or obligations whatever upon the Vendor her successors in title or assigns with regard to any other part of the Kendalls Building Estate other than the said land hereby conveyed or the user thereof or the conditions on which the same may be sold or disposed of and that notwithstanding this Conveyance it shall be lawful for the Vendor her successors in title or assigns or the owner for the time being of the said Hertfordshire Estates at any time to omit modify release or vary any covenants or conditions subject to which any other land parcels of the Kendalls Building Estate may have been heretofore or may hereafter be sold or conveyed to the Council or other persons

.....
..

THE SECOND SCHEDULE above referred to

(1) NO building or erection of any kind shall be erected or set up upon the said land or any part thereof other than and except not more than One hundred and eighty two private dwellinghouses or pro rata for the land in respect of which this stipulation shall apply. No building shall be roofed with other than dark red tiles and no building shall be a Bungalow. The said dwellinghouses shall be finished in a good substantial and workmanlike manner and each such dwellinghouse shall be of the value exclusive of any garage or outhouse of Five hundred pounds at the least. The aforesaid value shall be taken to be the first cost thereof in labour and materials along (sic) (exclusive of Architects fees and ornamental fittings)

(2) NO dwellinghouse building or other erection of any kind excepting fences shall be erected in front of the building lines marked on the said plan

(3) NO offices workshops or stables shall be erected on the said land or any part thereof except with the express consent of the Vendor in writing and the same if permitted shall be erected in the rear of the dwellinghouse

(4) NEITHER the said land nor any future buildings or building thereon shall be used for carrying on any trade or business nor shall any such buildings or building be used as a School Hospital or Public Institution nor otherwise than as a private dwellinghouse except by the express consent in writing of the Vendor but this shall not preclude the carrying on of a learned or artistic profession without other indication thereof than a brass or zinc plate covering the space of not

Schedule of restrictive covenants continued

more than eighteen inches by twelve inches

(5) THE Council shall not do or allow to be done on the said land or in any buildings now or hereafter erected thereon any act or thing which shall or might be or grow to be a nuisance or annoyance to the Vendor her successors in title or assigns or to the owners or occupiers of any of the adjoining property or the neighbourhood or which may tend to depreciate or lessen the value of the Kendalls Building Estate of the Vendor or any part thereof as a residential property nor shall they erect or permit to be erected on any part of the said land any hoardings for advertisements or notice boards nor use or permit to be used the fences or any buildings thereon as an advertising station.

(6) No hut caravan or shed intended as a sleeping place shall be erected or placed or permitted to remain on any part of the said land."

NOTE: The building lines referred to above that affect the land in this title are shown by blue broken lines on the title plan.

End of register



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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD433305

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (12.08.2004) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 5 Battlers Green Drive and land and buildings at Battlers Green Drive and land at Phillimore Place; Martins Close; Kendals Close and Watford Drive, Radlett.

NOTE: The land tinted green on the title plan is not included in this title.

- 2 (12.08.2004) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.
- 3 (12.08.2004) The land has the benefit of the rights granted by a Deed of Grant dated 14 February 1948 made between (1) Lucy Phillimore and (2) The Watford Rural District Council.

-NOTE: Copy filed.

- 4 (12.08.2004) By Transfers and Conveyances of adjacent or neighbouring land pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.
- 5 (12.08.2004) The land has the benefit of such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were reserved by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.
- 6 (10.12.2004) 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. The property description has been altered to reflect the land remaining in the title.
- 7 (10.12.2004) The land transfer of the land edged and numbered HD437109 in green on the title plan has the benefit of the rights reserved by but is subject to the rights granted by a Transfer dated 31 October 2004 made between Hertsmere Borough Council and Mustafa Tekkanat.

-NOTE: Copy filed under HD437109.

- 8 (19.01.2005) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered HD438186 in green on the title plan dated 24 November 2004 made between (1) Hertsmere Borough Council and (2) Cemile Tekkanat.

-NOTE: Copy filed under HD438186.

- 9 (10.03.2009) By a Deed dated 5 October 2007 made between (1) Hertsmere Borough Council and (2) William Sutton Housing Association Limited the

A: Property Register continued

extent transferred by a Transfer dated 31 March 1994 was rectified by the substitution of the original plan to the Transfer. A new title plan to reflect the rectified extent has been prepared.

-NOTE: Copy Deed filed under HD318835.

- 10 (07.07.2011) The land has the benefit of the rights reserved by a Transfer of the land edged and numbered HD509825 in green on the title plan dated 1 April 2011 made between (1) Hertsmere Borough Council and (2) Bellwood Developments Limited.

-NOTE: Copy filed under HD509825.

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 (12.08.2004) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts., WD6 1WA.

C: Charges Register

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

- 1 (12.08.2004) A Conveyance of the land in this title and other land dated 11 April 1946 made between (1) Lucy Phillimore (Vendor) and (2) Rural District Council of Watford contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (12.08.2004) The parts of the land affected thereby are subject to the following rights granted by a Lease of the land edged and numbered 1 in blue on the title plan plan dated 4 March 1958 made between (1) Hertsmere Borough Council and (2) EDF Energy Networks (EPN) plc:-

"TOGETHER with full right and liberty (in common with the Lessor and all others entitled thereto from time to time) for the Lessee and its servants and others authorised by it at all times to go pass and repass with or without vehicles and equipment over and along the piece of land coloured green on the said plan for the purpose of gaining access to and from the piece of land coloured pink on the said plan AND TOGETHER ALSO with full right and liberty for the Lessee to lay maintain inspect renew use alter and remove electric cables and lines and conduits or pipes for containing the same where necessary under and across the land coloured blue on the said plan and to break up the surface thereof so far as necessary from time to time for the purpose of laying relaying repairing maintaining altering and removing the said electric cables and lines and conduits or pipes the Lessee making good all damage to the surface of the said land as soon as possible after any disturbance thereof"

-NOTE: Copy plan filed.

- 3 (12.08.2004) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 11 May 1988 made between (1) Hertsmere Borough Council (the Grantor) and (2) The Eastern Electricity Board (the Board):-

"The Grantor as Beneficial Owner hereby grants unto the Board FULL RIGHT AND LIBERTY for the Board to lay maintain repair renew use alter inspect or remove electric cables and lines and conduits or pipes for containing the same where necessary (hereinafter referred to as "the said works") under the land being part of the Grantor's property situate and known as Phillimore Place Radlett in the position shown by a thick black broken line between points A-D B-C and E-F on Drawing

C: Charges Register continued

Number B13646 Issue B annexed hereto (hereinafter referred to as "the land") AND ALSO full right and liberty to enter on and break up the surface of so much of the land as may be necessary from time to time for the purpose of laying and thereafter as occasion shall require relaying inspecting repairing renewing altering or removing the said works.

TO THE INTENT that the said rights shall be used in connection with and as appurtenant to the whole and every part of the statutory electricity undertaking of the Board

THE Board hereby covenants with the Grantor as follows:-

(a) that it will do as little damage as possible to the land in the exercise of the rights and liberties hereby granted and will make good so far as may be all damage and disturbance which may be caused to the land by the exercise of the rights and liberties hereby granted

(b) that it will maintain and keep in good repair and condition the said works so as not to be a danger to the Grantor or its successors in title or its or their tenants

(c) that it will keep the Grantor indemnified against all damages which it may suffer or incur by reason of anything done by the Board in pursuance of this Grant Provided that the Grantor shall as soon as practicable give notice in writing to the Board of any action or claim brought made or threatened against it and shall not settle or compromise such action or claim without the consent of the Board.

NOTE: The thick black broken lines referred to is shown by a brown broken line on the title plan as far as it affects the land in this title.

- 4 (12.08.2004) An Agreement dated 30 June 1988 made between (1) Hertsmere Borough Council and (2) The Eastern Electricity Board relates to the laying and relaying of electric cables, lines, conduits or pipes and a right of entry for the inspection and maintenance thereof.

-NOTE: Copy filed.

- 5 (12.08.2004) The land is subject to the rights granted by a Deed of Grant dated 26 June 2002 made between (1) Hertsmere Borough Council and (2) Leslie Charles Upson and Leanne Upson.

-NOTE: Copy filed.

- 6 (12.08.2004) The land is subject to the rights granted by a Deed of Grant dated 21 August 2002 made between (1) Hertsmere Borough council and (2) Roland Coates.

-NOTE: Copy filed.

- 7 (12.08.2004) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.

- 8 (18.03.2016) The land coloured brown on the plan to the statutory declaration dated 16 October 1997 and the statement of truth dated 9 March 2016 is subject to a right of way on foot or by bicycle in favour of Fairfield Primary School. The extent of this right, having been acquired by prescription, may be limited by the nature of the user from which it has arisen.

-NOTE: Copies of statutory declaration and statement of truth referred to above filed under title number HD543223.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 11 April 1946 referred to in the Charges Register:-

"2. The Council for themselves and their successors in title hereby

Schedule of restrictive covenants continued

covenant with the Vendor and her successors in title and assigns owners or occupiers of any land adjoining or near to the land hereby conveyed and now forming part of the unsold portions of the Kendalls Building Estate or the Vendor's Hertfordshire Estates (of which the same forms part) and capable of benefitting by this covenant that if the said land or any part or parts thereof shall hereafter be used or developed otherwise than in accordance with any scheme approved by the Ministry of Health or other Legal Authority then the said land or such part or parts thereof as shall not be used or developed as aforesaid shall thereafter be subject to the conditions and stipulations contained in the Second Schedule hereto AND the Council hereby further covenants with the Vendor that the Council and their successors in title owner or owners for the time being of the said land or such part or parts thereof as aforesaid will thereafter so far as regards the said land or such part or parts thereof as aforesaid perform and observe the said stipulations and conditions PROVIDED nevertheless that the Council shall not be personally liable in damages for breach of any of the said conditions and stipulations so far as the same are restrictive of user of the said land so subject thereto as aforesaid committed after they shall have parted with all interest in the land in respect of which such breach of the said conditions and stipulations shall occur

3. IT IS HEREBY DECLARED as follows:

(i) The Council shall not be entitled to any right of light or air which would restrict or interfere with the free use for building or any other purpose of any of the adjoining or neighbouring land of the Vendor

(ii) Nothing in this Conveyance contained shall be construed to impose any restrictions or obligations whatever upon the Vendor her successors in title or assigns with regard to any other part of the Kendalls Building Estate other than the said land hereby conveyed or the user thereof or the conditions on which the same may be sold or disposed of and that notwithstanding this Conveyance it shall be lawful for the Vendor her successors in title or assigns or the owner for the time being of the said Hertfordshire Estates at any time to omit modify release or vary any covenants or conditions subject to which any other land parcels of the Kendalls Building Estate may have been heretofore or may hereafter be sold or conveyed to the Council or other persons

.....
..

THE SECOND SCHEDULE above referred to

(1) NO building or erection of any kind shall be erected or set up upon the said land or any part thereof other than and except not more than One hundred and eighty two private dwellinghouses or pro rata for the land in respect of which this stipulation shall apply. No building shall be roofed with other than dark red tiles and no building shall be a Bungalow. The said dwellinghouses shall be finished in a good substantial and workmanlike manner and each such dwellinghouse shall be of the value exclusive of any garage or outhouse of Five hundred pounds at the least. The aforesaid value shall be taken to be the first cost thereof in labour and materials along (sic) (exclusive of Architects fees and ornamental fittings)

(2) NO dwellinghouse building or other erection of any kind excepting fences shall be erected in front of the building lines marked on the said plan

(3) NO offices workshops or stables shall be erected on the said land or any part thereof except with the express consent of the Vendor in writing and the same if permitted shall be erected in the rear of the dwellinghouse

(4) NEITHER the said land nor any future buildings or building thereon shall be used for carrying on any trade or business nor shall any such buildings or building be used as a School Hospital or Public Institution nor otherwise than as a private dwellinghouse except by the express consent in writing of the Vendor but this shall not preclude the carrying on of a learned or artistic profession without other indication thereof than a brass or zinc plate covering the space of not

Title number HD433305

Schedule of restrictive covenants continued

more than eighteen inches by twelve inches

(5) THE Council shall not do or allow to be done on the said land or in any buildings now or hereafter erected thereon any act or thing which shall or might be or grow to be a nuisance or annoyance to the Vendor her successors in title or assigns or to the owners or occupiers of any of the adjoining property or the neighbourhood or which may tend to depreciate or lessen the value of the Kendalls Building Estate of the Vendor or any part thereof as a residential property nor shall they erect or permit to be erected on any part of the said land any hoardings for advertisements or notice boards nor use or permit to be used the fences or any buildings thereon as an advertising station.

(6) No hut caravan or shed intended as a sleeping place shall be erected or placed or permitted to remain on any part of the said land."

NOTE: The building lines referred to above that affect the land in this title are shown by blue broken lines on the title plan.

End of register



HM Land Registry
 Current title plan

Title number HD433305
 Ordnance Survey map reference TQ1599SW
 Scale 1:1250
 Administrative area Hertfordshire : Hertsmere

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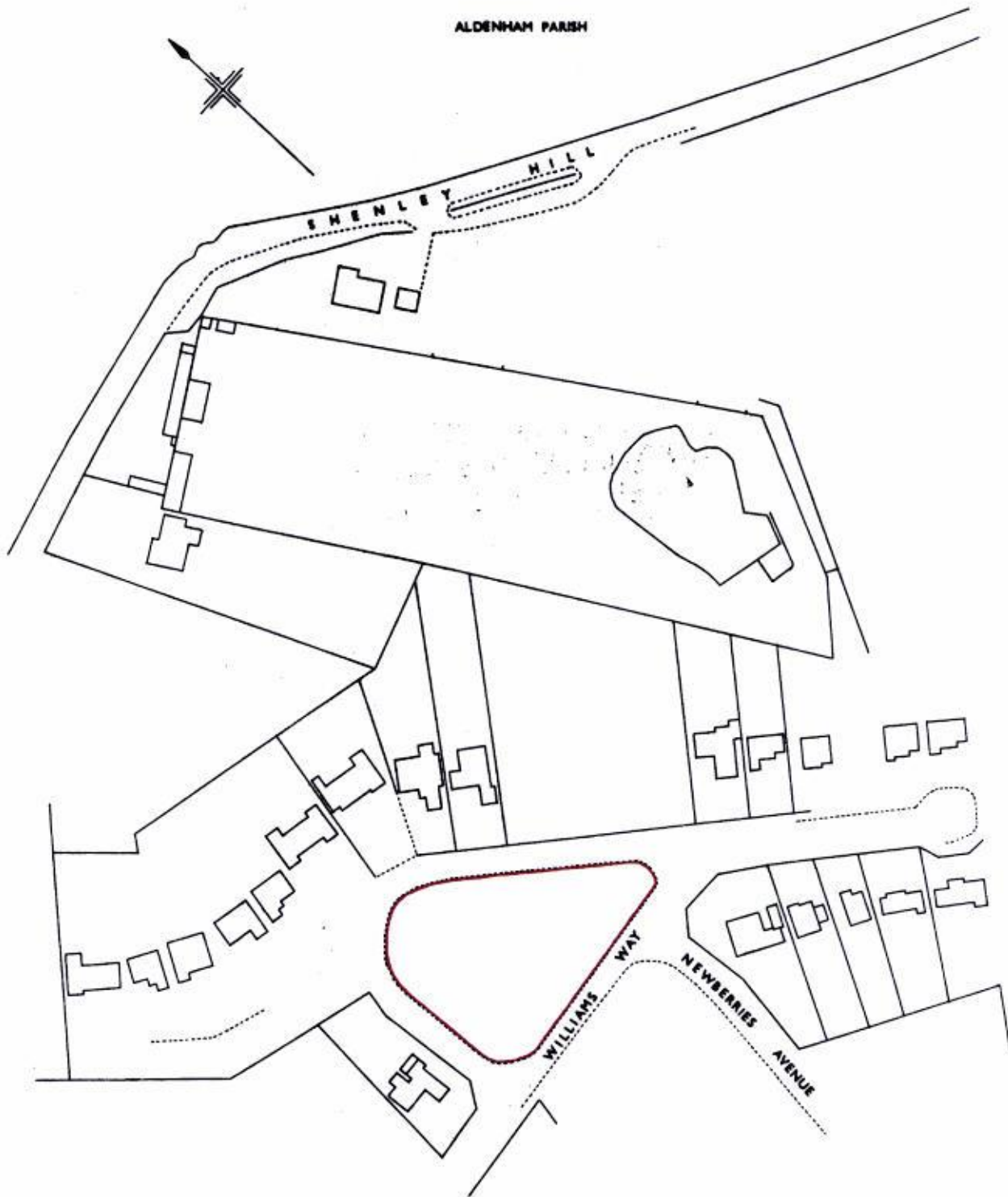
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H. M. LAND REGISTRY

HERTFORDSHIRE SHEET XXXIX 12

Scale 1/1250
Enlarged from 1/2500

ALDENHAM PARISH



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Filed Plan of Title No. **HD 49466**

This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 19 December 2018 at 11:39:07. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD49466

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (22.08.1934) 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 Williams Way, Aldenham.

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 (31.07.1967) Proprietor(s): WATFORD RURAL DISTRICT COUNCIL of Wynyard House, Langley Road, Watford, Herts.
- 2 (31.07.1967) RESTRICTION:-Except under an Order of the Registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Open Spaces Act 1906 of some other Act or authority.

C: Charges Register

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

- 1 A Transfer of the land in this title dated 24 July 1967 made between (1) William Old Limited and (2) Watford Rural District Council contains covenants and exceptions and reservations.

-NOTE:-Copy in Certificate.

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 11:39:53. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD433545

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (20.08.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land forming Mead Road, Hillcrest Road and land and buildings forming part of Cage Pond Road, Shenley, Radlett.

NOTE: The land tinted green on the title plan is not included in the title.
- 2 (20.08.2004) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.
- 3 (20.08.2004) By Transfers and Conveyances of adjacent or neighbouring land pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.
- 4 The land has the benefit of such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were reserved by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.

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 (20.08.2004) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

- 1 (20.08.2004) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.

C: Charges Register continued

- 2 (20.08.2004) By a Conveyance of the land in this title and other land dated 10 April 1951 made between (1) Wheaton Inwood Freestone (Vendor) and (2) The Rural District Council of Elstree (Council) the land was conveyed subject as follows:-
- "subject (so far as the same are still subsisting) to the rights reserved by the Copyhold Act 1852 of any re-enactment thereof."
- 3 (20.08.2004) The parts of the land affected thereby are subject to the following rights granted by a Lease of the land numbered 1 in blue on the title plan dated 22 July 1952 referred to in the schedule of leases hereto:-
- "Together with a full and free right of way at all times and for all purposes with or without vehicles and equipment over and along the strip of land hatched red on the said Plan and with a full and free right of way with the exception of vehicles at all times and for all purposes over and along the strip of land coloured blue on the said Plan in order to provide access between the demised land and the public highways known as London Road and Cage Pond Road AND a similar right to lay maintain inspect use renew and remove electric cables and lines and conduits or pipes for containing the same where necessary for electricity supply under the said strip of land coloured blue and hatched red respectively and to break up the surface thereof so far as may be necessary for the purpose of laying relaying inspecting renewing altering and removing the said electric cables and lines and conduits or pipes"
- NOTE: Copy plan filed.
- 4 (28.09.2006) 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.

Schedule of notices of leases

- | | | | | |
|---|--|--------------------------------------|--|--|
| 1 | 20.08.2004
1 in blue | Electricity Sub-Station | 22.07.1952
99 years from
25.12.1951 | HD459123 |
| | | | | NOTE: See entry in the Charges Register relating to the rights granted by this lease |
| 2 | 19.01.2012
Edged and
numbered 2 in
blue | Public Conveniences, London
Road. | 21.12.2011
Ten years from
21/12 2011 | HD514394 |

End of register

HM Land Registry Current title plan

Title number HD433545
Ordnance Survey map reference TL1900NW
Scale 1:1250 enlarged from 1:2500
Administrative area Hertfordshire : Hertsmere



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

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD433545

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (20.08.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land forming Mead Road, Hillcrest Road and land and buildings forming part of Cage Pond Road, Shenley, Radlett.

NOTE: The land tinted green on the title plan is not included in the title.
- 2 (20.08.2004) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.
- 3 (20.08.2004) By Transfers and Conveyances of adjacent or neighbouring land pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.
- 4 The land has the benefit of such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were reserved by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.

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 (20.08.2004) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

- 1 (20.08.2004) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.

C: Charges Register continued

- 2 (20.08.2004) By a Conveyance of the land in this title and other land dated 10 April 1951 made between (1) Wheaton Inwood Freestone (Vendor) and (2) The Rural District Council of Elstree (Council) the land was conveyed subject as follows:-

"subject (so far as the same are still subsisting) to the rights reserved by the Copyhold Act 1852 of any re-enactment thereof."

- 3 (20.08.2004) The parts of the land affected thereby are subject to the following rights granted by a Lease of the land numbered 1 in blue on the title plan dated 22 July 1952 referred to in the schedule of leases hereto:-

"Together with a full and free right of way at all times and for all purposes with or without vehicles and equipment over and along the strip of land hatched red on the said Plan and with a full and free right of way with the exception of vehicles at all times and for all purposes over and along the strip of land coloured blue on the said Plan in order to provide access between the demised land and the public highways known as London Road and Cage Pond Road AND a similar right to lay maintain inspect use renew and remove electric cables and lines and conduits or pipes for containing the same where necessary for electricity supply under the said strip of land coloured blue and hatched red respectively and to break up the surface thereof so far as may be necessary for the purpose of laying relaying inspecting renewing altering and removing the said electric cables and lines and conduits or pipes"

-NOTE: Copy plan filed.

- 4 (28.09.2006) 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.

Schedule of notices of leases

- | | | | | |
|---|--|--------------------------------------|--|----------|
| 1 | 20.08.2004
1 in blue | Electricity Sub-Station | 22.07.1952
99 years from
25.12.1951 | HD459123 |
| | NOTE: See entry in the Charges Register relating to the rights granted by this lease | | | |
| 2 | 19.01.2012
Edged and
numbered 2 in
blue | Public Conveniences, London
Road. | 21.12.2011
Ten years from
21/12 2011 | HD514394 |

End of register

HM Land Registry Current title plan

Title number **HD433545**
Ordnance Survey map reference **TL1900NW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Hertfordshire : Hertsmere**



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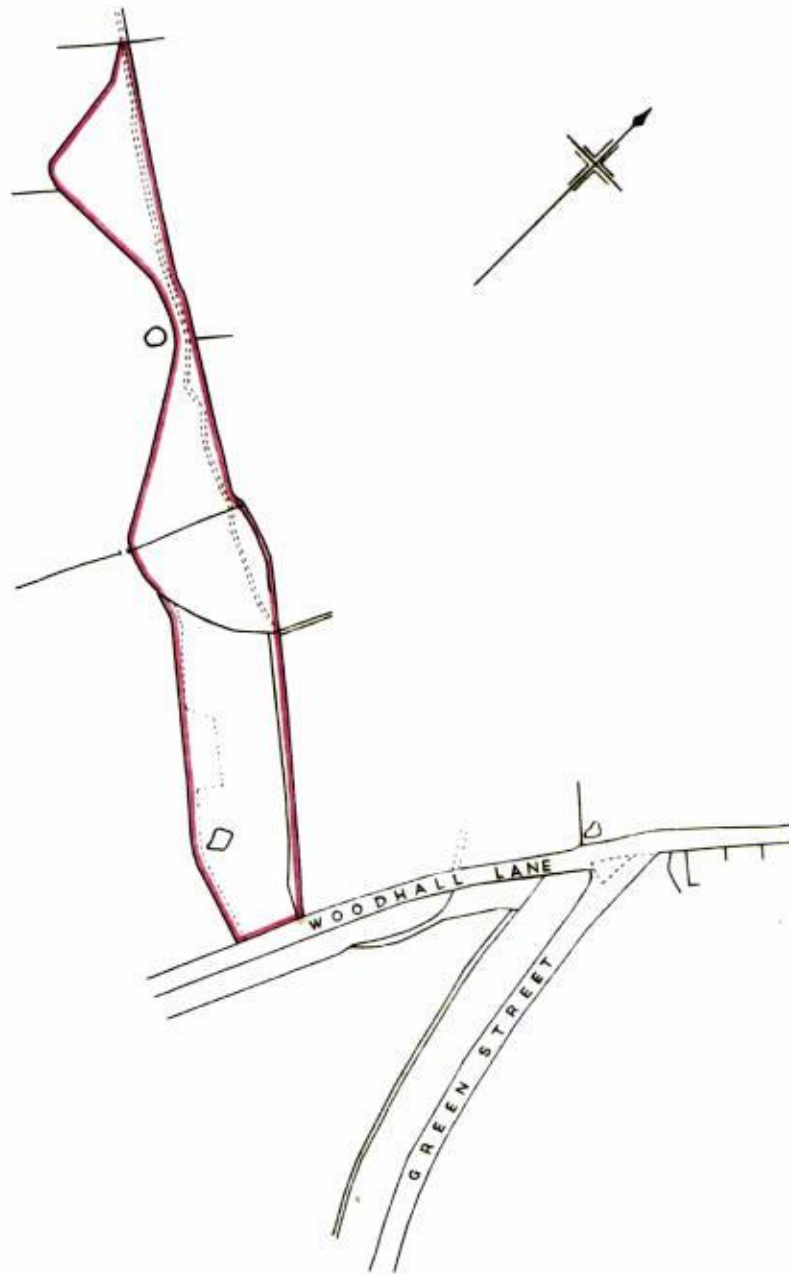


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This title is dealt with by HM Land Registry, Leicester Office.

H.M. LAND REGISTRY

Scale 1/2500.



Parish... SHENLEY
O.S. Sheet... HERTFORDSHIRE XL 9.
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M.B. 31.

Filed Plan of Title No. HD8810

This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 19 December 2018 at 11:43:46. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

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THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 11:43:11. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD8810

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (07.10.1887) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the North west side of Woodhall Lane.

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 (19.02.1951) Proprietor(s): THE RURAL DISTRICT COUNCIL OF ELSTREE of Council Offices, Shenley Road, Borehamwood, Herts.

C: Charges Register

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

- 1 A Transfer dated 1 February 1951 made between (1) Frederick John Marrian Stratton and Reginald Crundall Punnett and (2) The Rural District Council of Elstree contains the following covenants:-

"The said Rural District Council of Elstree hereby covenants with the said Frederick John Marrian Stratton and Reginald Crundall Punnett and their successors in title for the benefit of the remainder of the land comprised in the above title or the part thereof for the time remaining unsold as follows To maintain for ever the land hereby transferred as a public open space."

NOTE:-The title No. referred to is 4250.

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 11:44:41. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD433089

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (06.08.2004) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land forming Brookside and Gascoyne and land buildings adjoining, Potters Bar.

NOTE: The land tinted green on the title plan is not included in the title.

- 2 (06.08.2004) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.
- 3 (06.08.2004) By Transfers and Conveyances of adjacent or neighbouring land pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.
- 4 (06.08.2004) The land has the benefit of such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were reserved by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.
- 5 (29.06.2009) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

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 (06.08.2004) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts, WD6 1WA.

C: Charges Register

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

- 1 (06.08.2004) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors

C: Charges Register continued

in title.

- 2 (06.08.2004) The land is subject to the rights granted by a Grant of Easement dated 9 March 1955 made between (1) The Urban District Council of Potters Bar and (2) The Colne Valley Sewerage Board.

-NOTE: Copy filed.

- 3 (06.08.2004) The land is subject to the following rights granted by a Conveyance dated 16 December 1948 made between (1) The Urban District Council of Potters Bar and (2) The Eastern Electricity Board:-

"TOGETHER with a right of way (in common with all others entitled to a like right) at all times and for all purposes of access between the said piece or parcel of land and Blackhorse Lane over and along the route of the said road Brookside AND TOGETHER ALSO with the right to lay maintain use renew repair and remove underground cables under the said road Brookside the Board making good all damage or disturbance occasioned thereby to the reasonable satisfaction of the Council's Surveyor."

End of register

HM Land Registry Current title plan

Title number **HD433089**
Ordnance Survey map reference **TL2201SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Hertfordshire : Hertsmere**



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The land tinted green is not included in this title.



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 19 December 2018 at 11:46:07. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 11:44:41. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD433089

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (06.08.2004) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land forming Brookside and Gascoyne and land buildings adjoining, Potters Bar.

NOTE: The land tinted green on the title plan is not included in the title.
- 2 (06.08.2004) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.
- 3 (06.08.2004) By Transfers and Conveyances of adjacent or neighbouring land pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.
- 4 (06.08.2004) The land has the benefit of such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were reserved by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.
- 5 (29.06.2009) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

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 (06.08.2004) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts, WD6 1WA.

C: Charges Register

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

- 1 (06.08.2004) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors

C: Charges Register continued

in title.

- 2 (06.08.2004) The land is subject to the rights granted by a Grant of Easement dated 9 March 1955 made between (1) The Urban District Council of Potters Bar and (2) The Colne Valley Sewerage Board.

-NOTE: Copy filed.

- 3 (06.08.2004) The land is subject to the following rights granted by a Conveyance dated 16 December 1948 made between (1) The Urban District Council of Potters Bar and (2) The Eastern Electricity Board:-

"TOGETHER with a right of way (in common with all others entitled to a like right) at all times and for all purposes of access between the said piece or parcel of land and Blackhorse Lane over and along the route of the said road Brookside AND TOGETHER ALSO with the right to lay maintain use renew repair and remove underground cables under the said road Brookside the Board making good all damage or disturbance occasioned thereby to the reasonable satisfaction of the Council's Surveyor."

End of register

HM Land Registry Current title plan

Title number **HD433089**
Ordnance Survey map reference **TL2201SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Hertfordshire : Hertsmere**



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The land tinted green is not included in this title.



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 19 December 2018 at 11:46:07. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 11:32:11. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD49439

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (25.11.1953) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the North-East side of Greyhound Lane, South Mimms.

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 (23.12.2015) PROPRIETOR: MARK STEPHEN JOHNSON and RACHELE HANNAH MONIQUE SUMMERS of White House, Greyhound Lane, South Mimms, Potters Bar EN6 3NX.
- 2 (23.12.2015) The price stated to have been paid on 25 November 2015 for the land in this title and in HD49440 was £1,100,000.
- 3 (23.12.2015) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 November 2015 in favour of Santander UK PLC referred to in the Charges Register.

C: Charges Register

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

- 1 (23.12.2015) REGISTERED CHARGE dated 25 November 2015 affecting also title HD49440.
- 2 (23.12.2015) Proprietor: SANTANDER UK PLC (Co. Regn. No. 2294747) of Deeds Services, 101 Midsummer Boulevard, Milton Keynes MK9 1AA.

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 11:30:42. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD444918

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (16.09.2005) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land lying to the North East of Greyhound Lane, South Mimms, Potters Bar.

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 (16.09.2005) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.
- 2 (16.09.2005) A Conveyance of the land tinted pink on the title plan and other land dated 8 April 1915 made between (1) Reverend Allen Hay (Vendor) (2) The Ecclesiastical Commissioners for England (The Commissioners) (3) Robert Hammond (The Patron) and (4) Edward Laurence Hamilton (Purchaser) contains purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

The Conveyance to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.

- 3 (16.09.2005) A Deed of Exchange affecting the land tinted blue on the title plan dated 11 November 1915 made between (1) Reverend Allen Hay (The Vicar) (2) The Ecclesiastical Commissioners for England (The Commissioners) and (3) Edward Lawrence Hamilton contains purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

The Conveyance to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.

Schedule of personal covenants

- 1 (16.09.2005) The following are details of the personal covenants contained in the Conveyance dated 8 April 1915 referred to in the Proprietorship Register:-

COVENANT by Purchaser and also by way of separate covenant with the Commissioners and their successors that he the Purchaser his heirs executors and administrators would forthwith at his own cost erect and afterwards maintain a chestnut pale fence or other suitable fence along

Schedule of personal covenants continued

such boundaries of the said hereditaments as abut on other property belonging to the Vendors such fence to be of such height and design as shall reasonably be required by and to the satisfaction of the Vendor or his Surveyor.

- 2 The following are details of the personal covenants contained in the Deed of Exchange dated 11 November 1915 referred to in the Proprietorship Register:-

COVENANT by said Edward Lawrence Hamilton with the Vicar his successors and assigns and also by way of separate covenant with the Commissioners and their successors that he the said Edward Lawrence Hamilton and his heirs and assigns would forthwith at his own cost erect and for ever after maintain a chestnut pale fence or other suitable fence along the new south western boundary of the Glebe lands between the points marked A and B on the said plan such fence to be of such height and design as should reasonably be required by and to the satisfaction of the Vicar or his Surveyor.

NOTE: The points A and B referred to above have been reproduced on the title plan.

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 11:29:25. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: MX344416

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (02.08.1957) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the East side of Blanche Lane, Potters Bar.
- 2 The Conveyance dated 20 June 1957 referred to in the Charges Register contains the following exceptions and reservations and this registration takes effect subject thereto:-

"EXCEPT AND RESERVED unto the Vendor (i) full and free right and liberty without obtaining the consent of or making any compensation to the Purchaser or other the owner or owners occupier or occupiers for the time being of the said land to deal in any manner whatsoever with any of the land belonging to the Vendor adjoining opposite or near to the said land and to erect and maintain or suffer to be erected or maintained on such adjoining opposite or neighbouring lands any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time hereafter be enjoyed for or in respect of the said land or any building for the time being thereon and (ii) the free flow of water and soil from any adjoining land belonging to the Vendor through any drains and watercourses now existing in the said land or substituted therefor by the Purchaser."

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 (02.08.1957) Proprietor: THE URBAN DISTRICT COUNCIL OF POTTERS BAR of Council Offices, Darkes Lane, Potters Bar, Middx.

C: Charges Register

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

- 1 A Conveyance dated 20 June 1957 made between (1) The Reverend George Ernest Sage (Vendor) (2) The Church Commissioners For England (3) Helena Ann Hamilton and (4) The Urban District Council of Potters Bar (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 20 June 1957 referred to in the Charges Register:-

The Purchaser to the intent that the covenants hereinafter contained shall bind the said land into whosoever hands the same may come and for the benefit and protection of the adjoining and neighbouring lands of the Vendor or any part or parts thereof hereby for itself and its successors in title covenant with the Vendor and his successors and also by way of separate covenant with the Commissioners as follows:-

(a) 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 part thereof which may be or become a nuisance annoyance or disturbance to the Vendor or his successors or which may tend to depreciate or lessen the value of the adjoining and neighbouring property belonging to the Vendor but nothing in this restriction shall prevent the Purchaser using the land for any purpose provided for by Section 4 of the said Physical Training and Recreation Act 1937 as existing or amended by any future Act.

(b) 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 South Mimms St.Giles or the Churchyard surrounding the same.

End of register

H. M. LAND REGISTRY GENERAL MAP

MIDDLESEX
(HERTFORDSHIRE)

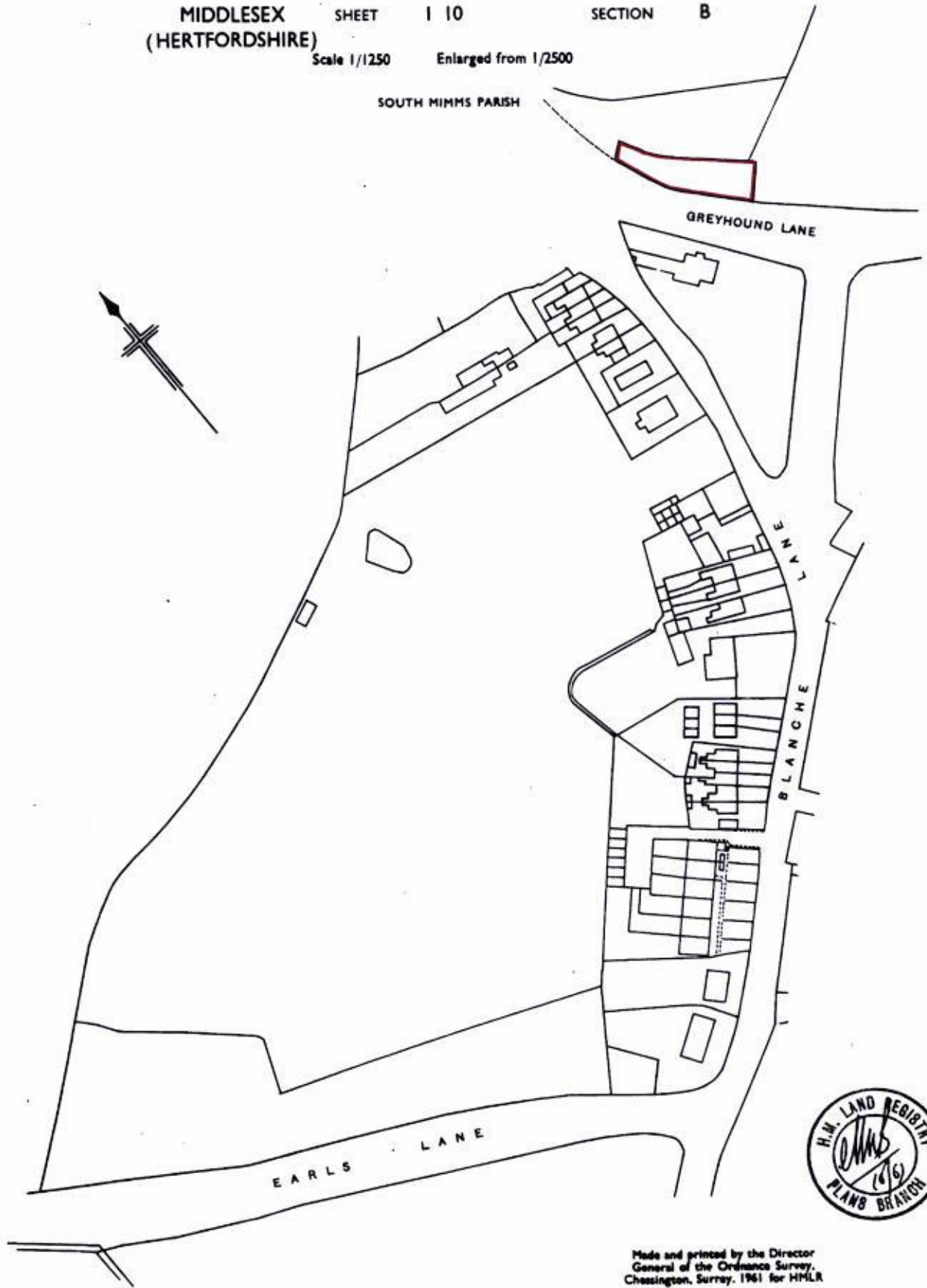
SHEET 1 10

SECTION B

Scale 1/1250

Enlarged from 1/2500

SOUTH MIMMS PARISH



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Filed Plan of Title No. HD49439

This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 December 2018 at 11:32:45. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

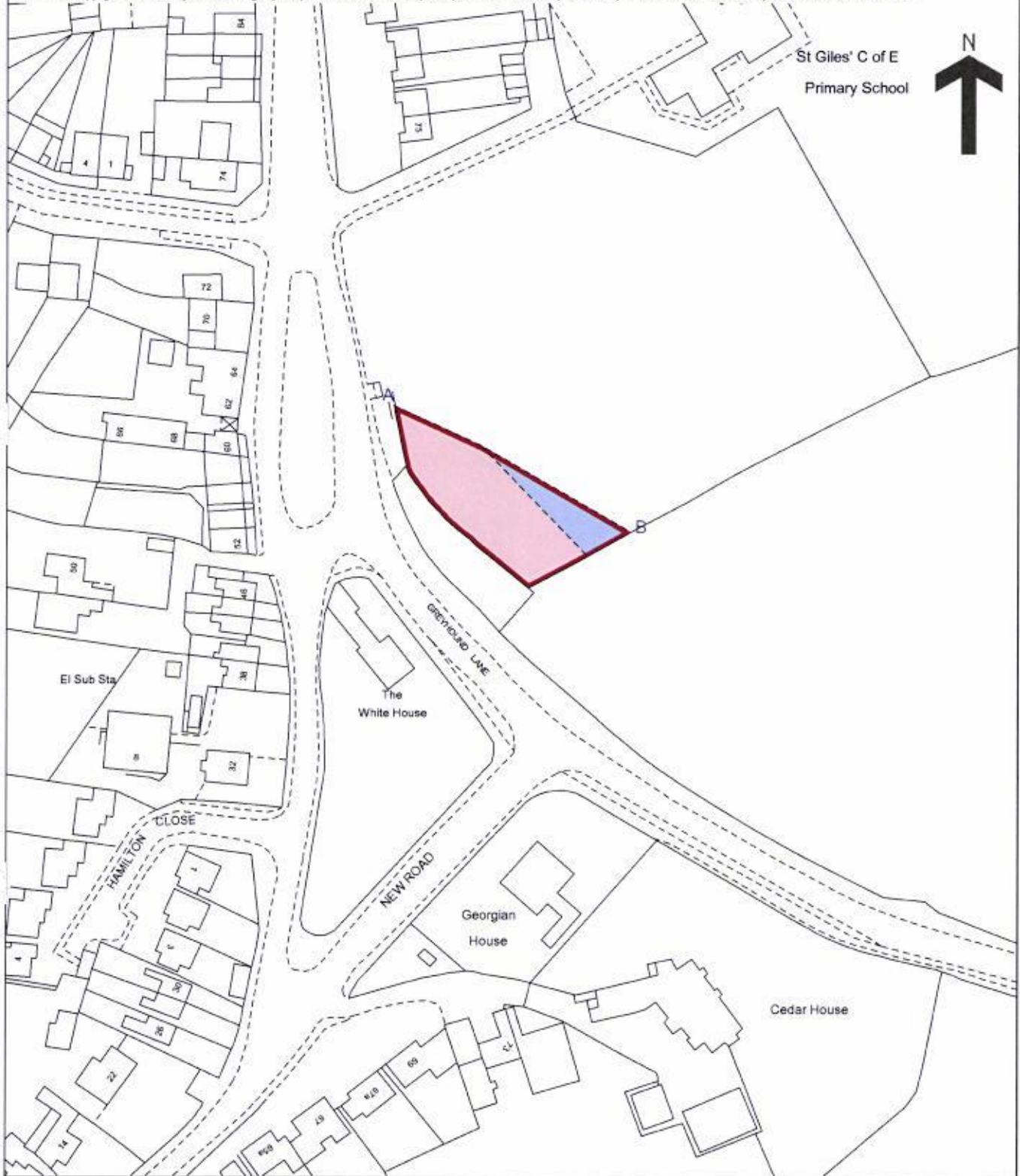
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HM Land Registry Current title plan

Title number **HD444918**
Ordnance Survey map reference **TL2200NW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Hertfordshire : Hertsmere**



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This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 December 2018 at 11:31:10. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

H. M. LAND REGISTRY

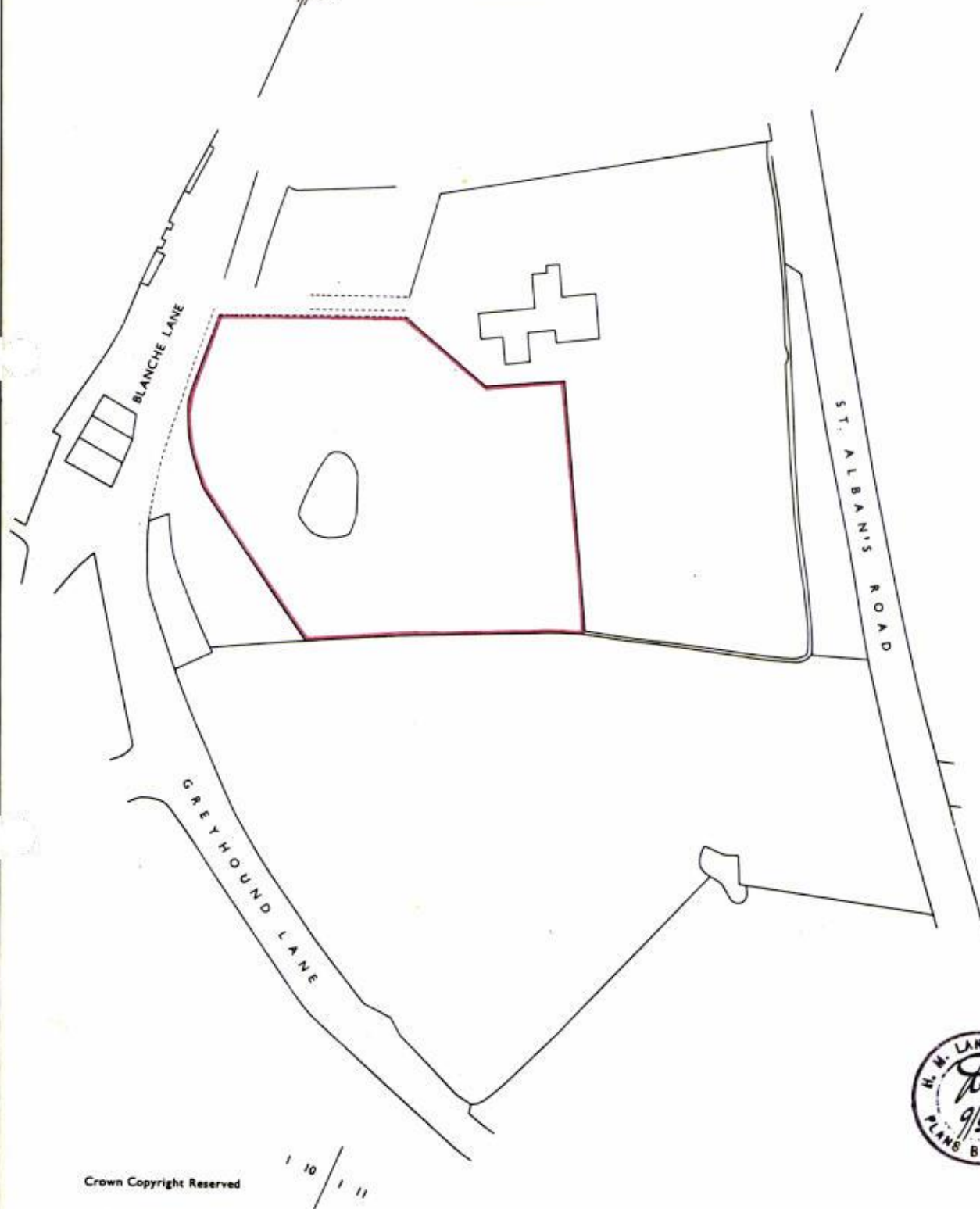
MIDDLESEX SHEET 1 10

Scale 1/1250

Enlarged from 1/2500

HERTFORDSHIRE

SOUTH MIMMS PARISH



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Filed Plan of Title No. **MX344416**

This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 December 2018 at 11:30:07. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD433209

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (11.08.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land on the south side of Merry Hill Road, Bushey.

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 (11.08.2004) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Hertfordshire WD6 1WA.

C: Charges Register

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

- 1 (11.08.2004) 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.

Schedule of notices of leases

- | | | | | |
|---|------------|------|----------------|----------|
| 1 | 11.08.2004 | land | 07.12.1998 | HD371406 |
| | Edged blue | | 125 years from | |
| | | | 7 December | |
| | | | 1998 | |

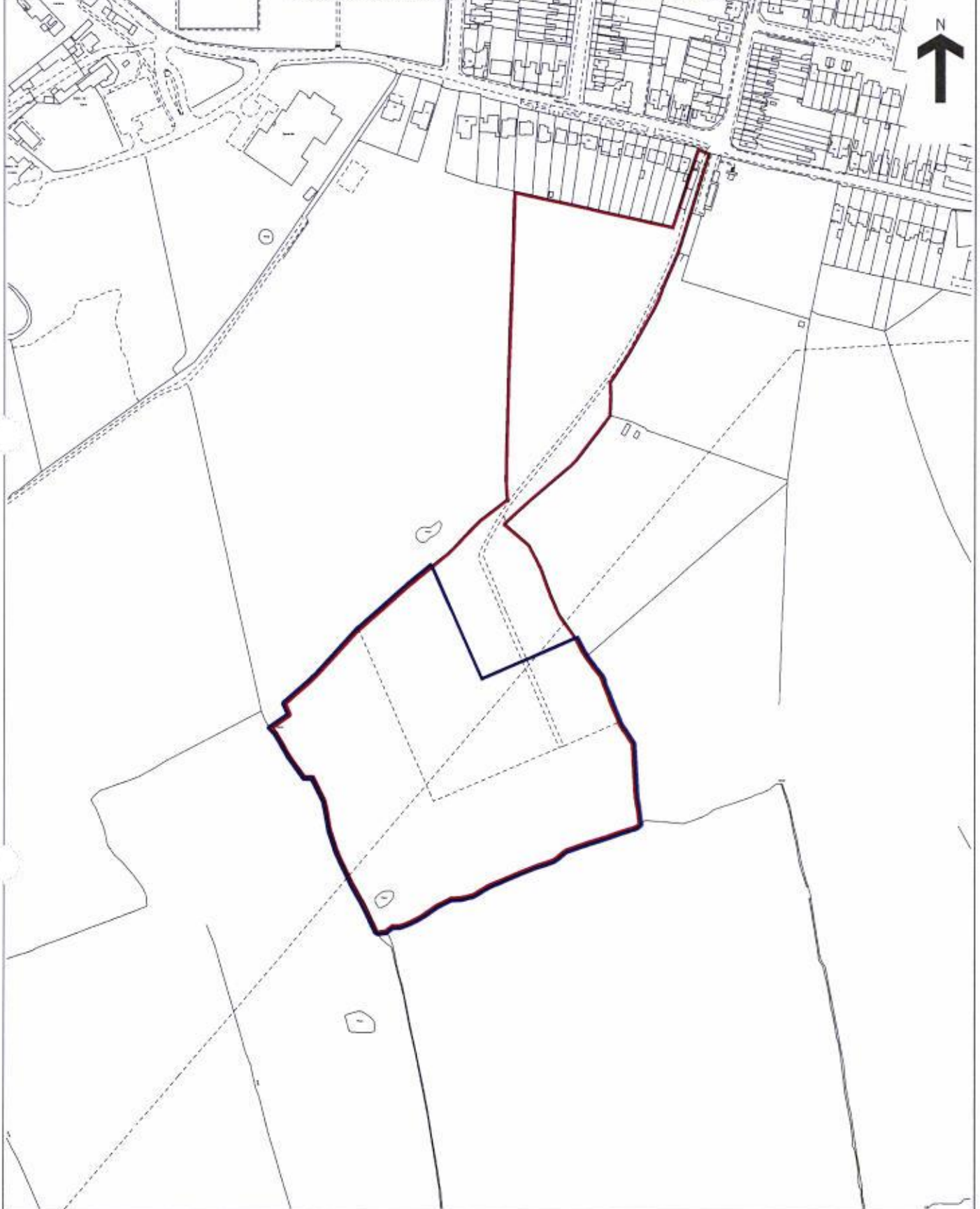
End of register

HM Land Registry
Current title plan

Title number HD433209
Ordnance Survey map reference TQ1394SE
Scale 1:2500 reduced from 1:1250
Administrative area Hertfordshire : Hertsmere



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This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 19 December 2018 at 11:47:56. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 11:49:22. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD38722

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the North West of Bournehall Avenue, Bushey.
- 2 The Transfer dated 27 July 1964 referred to in the Charges Register contains a provision as to light or air.
- 3 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.

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 (03.12.1964) Proprietor(s): THE URBAN DISTRICT COUNCIL OF BUSHEY of Council Offices, Rudolph Road, Bushey, Herts.
- 2 (03.12.1964) RESTRICTION: -Except under an Order of the registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Allotments Acts 1908 to 1950 or some other Act or authority.

C: Charges Register

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

- 1 A Transfer of the land in this title dated 27 July 1964 made between (1) The Royal Masonic Institution for Boys and (2) The Urban District Council of Bushey contains restrictive covenants.

-NOTE: Copy in Certificate.
- 2 By a Deed dated 24 March 1967 made between (1) The Royal Masonic Institution for Boys and (2) The Urban District Council of Bushey the covenants contained in the Transfer dated 27 July 1964 referred to above were expressed to be modified by releasing the land tinted pink on the filed plan from the covenant contained in paragraph c of the First Schedule to the above mentioned Transfer.
- 3 The land is subject to the following rights granted by a Transfer of the land edged and numbered HD38665 in green on the filed plan dated 17

Title number HD38722

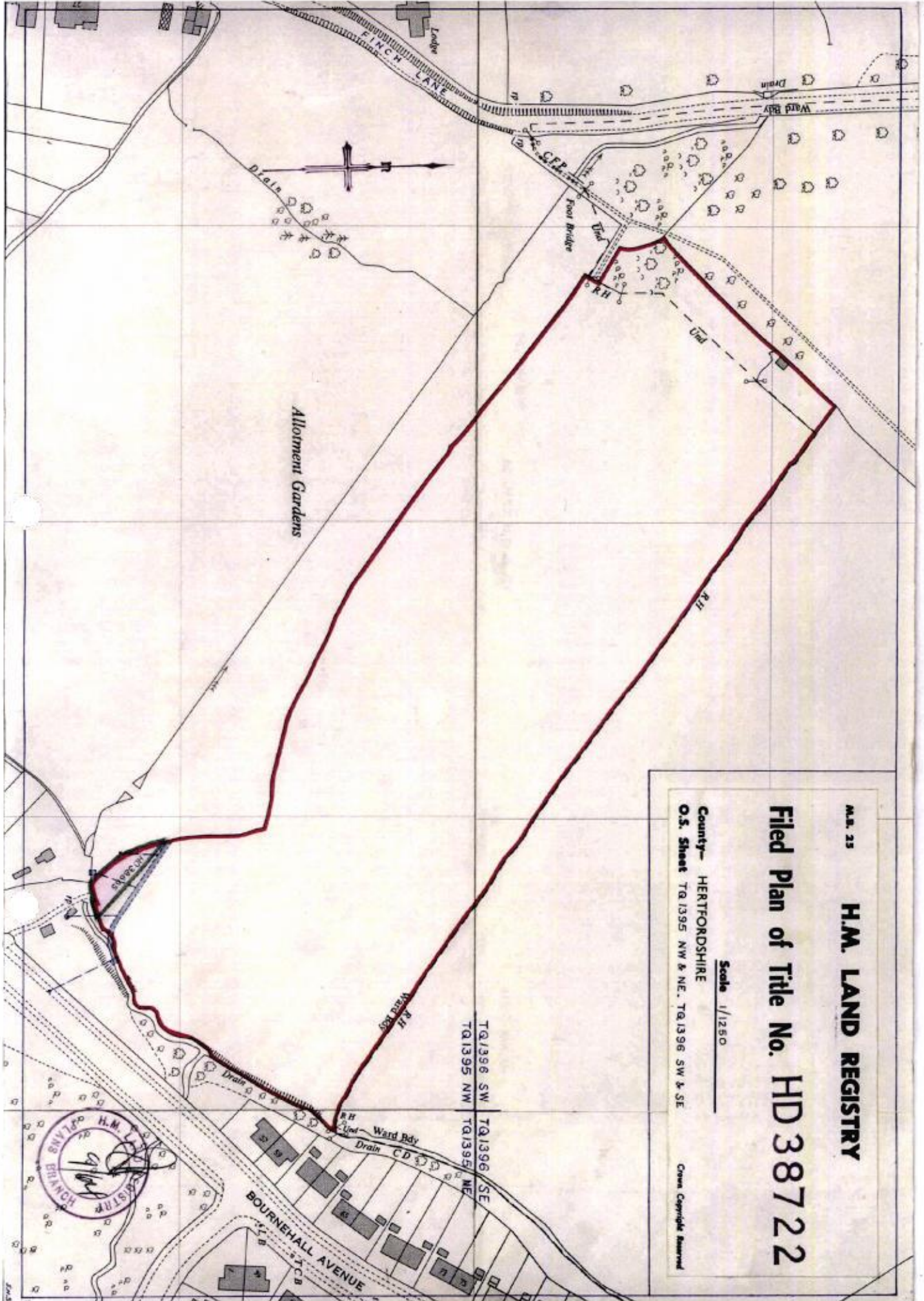
C: Charges Register continued

May 1967 made between (1) The Urban District Council of Bushey (Transferor) and (2) George Wimpey & Co Limited (Transferee):-

TOGETHER with full right and liberty for the Transferee and all persons authorised by the Transferee to enter upon the land adjoining the land hereby transferred for the purpose of constructing a 51" diameter culvert and the road gulley connections in the position shown on the said plan and thereon coloured blue the Transferee making good to the reasonable satisfaction of the Engineer and Surveyor to the Transferor any damage to the surface of the adjoining land caused by the exercise of such right.

NOTE:-The positions of the culvert and road gulley connections shown coloured blue on the Transfer plan are shown by blue tinting and blue broken lines on the filed plan.

End of register



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 19 December 2018 at 11:50:02. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

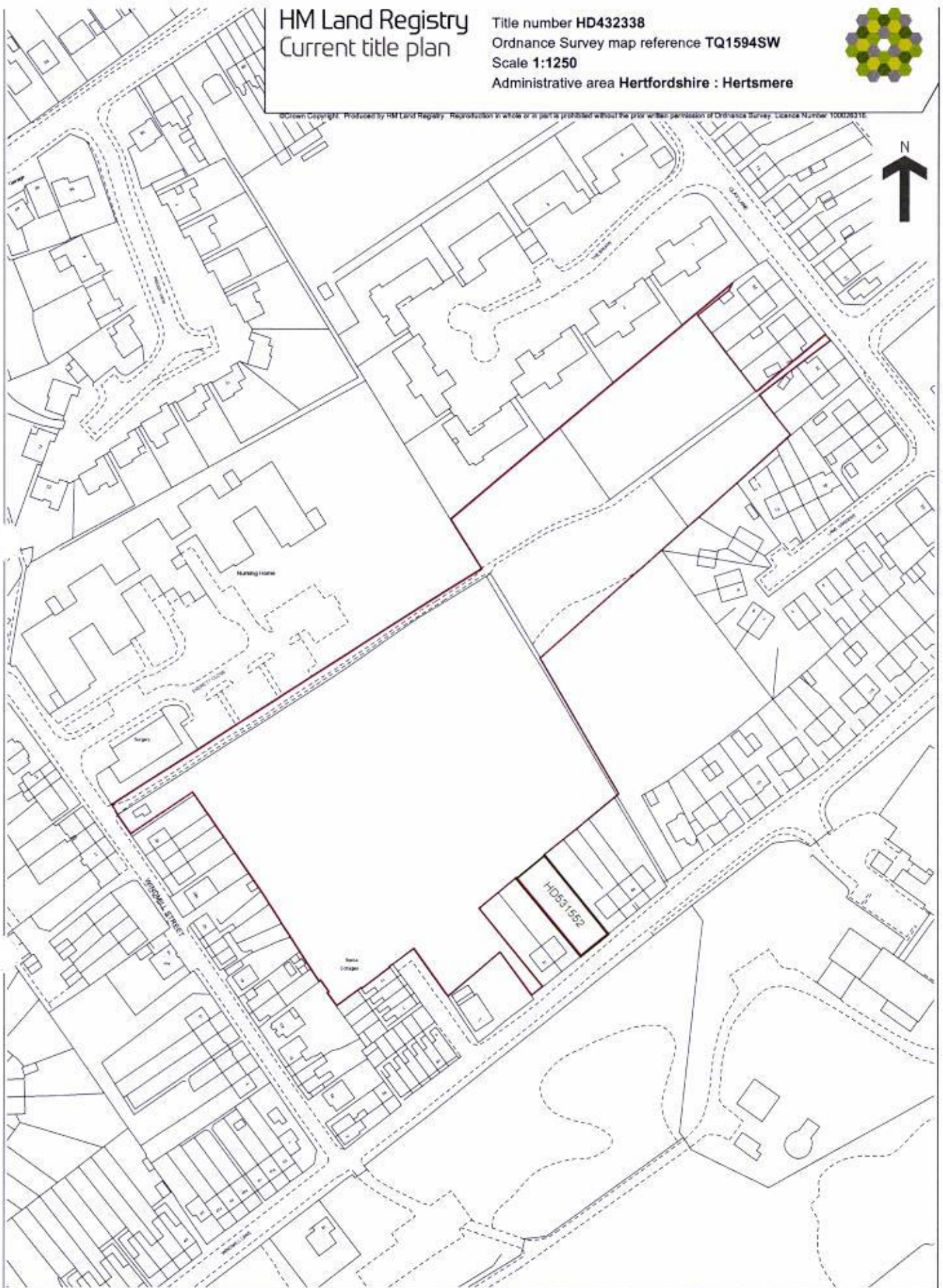
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HM Land Registry Current title plan

Title number **HD432338**
Ordnance Survey map reference **TQ1594SW**
Scale **1:1250**
Administrative area **Hertfordshire : Hertsmere**



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This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 19 December 2018 at 11:51:53. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 11:51:05. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD432338

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (20.07.2004) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on and lying to the north east of Windmill Street, Bushey Heath, Bushey.
- 2 (15.01.2014) 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 (20.07.2004) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Hertfordshire, WD6 1WA.

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 11:52:36. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD519648

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the East side of Southgate Road, Potters Bar.
- 2 (04.09.2012) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 3 The land has the benefit of a right of way over and along the land tinted brown on the title 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 (10.10.1929) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Hertfordshire WD6 1WA.
- 2 (10.10.1929) RESTRICTION:-Except under an Order of the Registrar no disposition is to be registered unless made in accordance with the provisions of the Allotments Acts 1908 to 1922.

C: Charges Register

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

- 1 The part tinted blue on the title plan is subject to rights of way.
- 2 (26.04.2010) 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.
- 3 Lease dated 29 July 1964 of the land numbered 1 in blue on the title plan to The Eastern Electricity Board for 42 years from 1 May 1964.

NOTE 1:-The Lease grants rights of way over a strip of land between the land demised and Mandeville Road and rights to lay and maintain electric apparatus under the said strip of land and under land adjoining the demised land to the north east.

-NOTE 2:-Lessee's Title registered under MX475725.

Title number HD519648

Schedule of notices of leases

1	26.04.2010	The Chauncey Avenue Allotments	09.04.2010 20 years from 9 April 2010	HD500289
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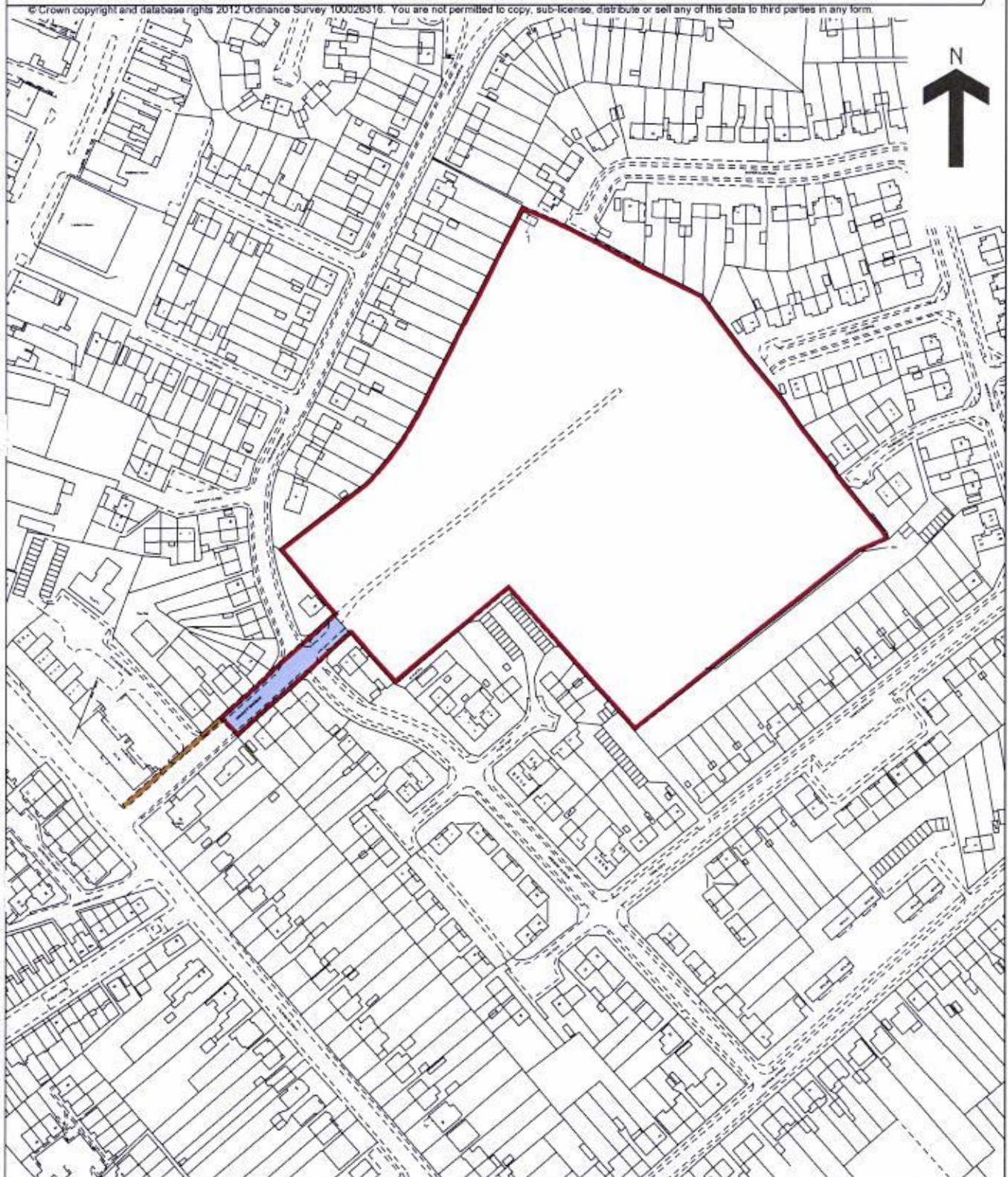
End of register

HM Land Registry Current title plan

Title number **HD519648**
Ordnance Survey map reference **TL2600NW**
Scale **1:2500 reduced from 1:1250**
Administrative area **Hertfordshire : Hertsmere**



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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD433198

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (10.08.2004) 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 south side of Allum Lane, Elstree, Borehamwood.
- 2 (10.08.2004) The land has the benefit of the following rights granted by the Conveyance dated 15 July 1960 referred to in the Charges Register:-

"TOGETHER with full and free right and liberty to discharge water and sewage from the property hereby conveyed and any buildings now or hereafter erected thereon through such part of the drain indicated on the said plan by a blue line as passes through the property coloured pink on the said plan subject to the payment of a fair proportion of the charges of cleansing and repairing such part of the said drain as passes through the said property coloured pink on the said plan"

NOTE: The blue line referred to is shown by a blue broken line on the title plan. The property coloured pink referred is tinted pink on the title 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 (10.08.2004) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Hertfordshire WD6 1WA.
- 2 (10.08.2004) The Conveyance to the proprietor contains a covenant to observe and perform the covenants contained in a Conveyance dated 12 September 1958 made between (1) The Right Hon. Walter Durant Baron and (2) Douglas Stanley Dalton and of indemnity in respect thereof.

NOTE: No copy of the Conveyance referred to above was lodged on first registration.

C: Charges Register

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

- 1 (10.08.2004) The land is subject to the following rights reserved by a

Title number HD433198

C: Charges Register continued

Conveyance of the land in this title and other land dated 15 July 1960 made between (1) The Right Hon. Walter Durant Baron Aldenham and (2) The Rural District Council Of Elstree:-

"subject nevertheless to (a) such rights of way or other easements as may be subsisting in respect of the the lands coloured brown on the said plan and the said foot-path"

NOTE: The land coloured brown referred to is tinted brown on the title plan.

- 2 (31.12.2013) 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.

Schedule of notices of leases

1	31.12.2013	land at Radnor Hall	23.09.2013	HD531197
	Edged and		50 years from	
	numbered 1 in		01.01.1989	
	blue			

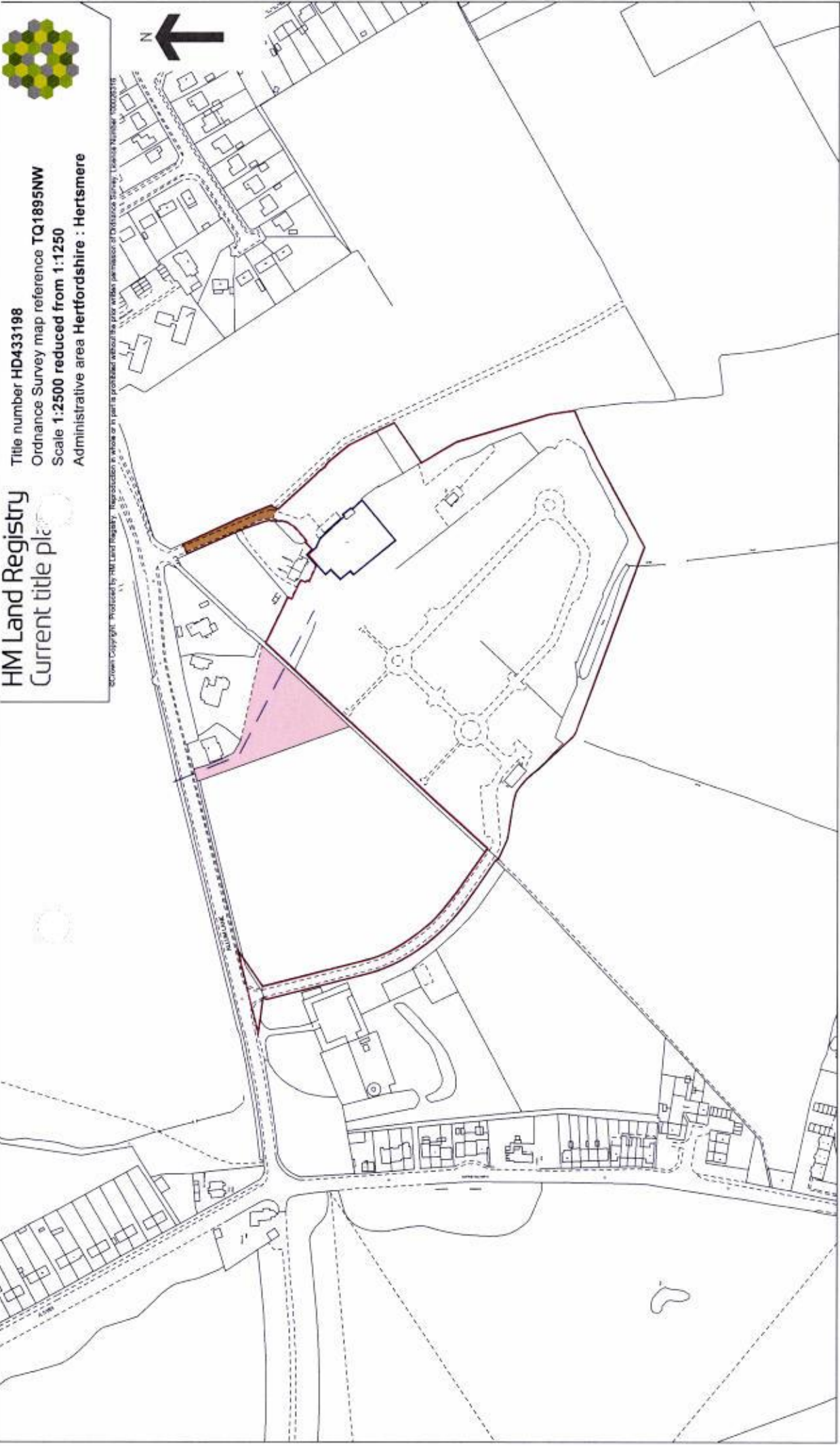
End of register



Title number HD433198
 Ordnance Survey map reference TQ1895NW
 Scale 1:2500 reduced from 1:1250
 Administrative area Hertfordshire : Hertsmere

HM Land Registry
 Current title plan

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

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: MX34007

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (16.04.1936) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the north east of Elmfield Road and on the north west of Baker Street, Potters Bar.
- 2 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.
- 3 The North West and North East boundaries of the title have been amended.
- 4 (31.08.1994) The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered HD325270 in green on the filed plan dated 12 August 1994 made between (1) Hertsmere Borough Council and (2) Conack Homes Limited:-

"EXCEPT AND RESERVING to the Vendor in fee simple the easements and rights set out in the First Schedule hereto

THE FIRST SCHEDULE

(Exceptions and reservations)

There shall be excepted and reserved in fee simple to the Vendor and its successors in title or other the owners or occupiers for the time being of the whole or any part of the land comprised in the title number MX34007 retained by the Vendor and for the benefit of such land:-

1. The right for the Vendor and its successors in title in common with the Purchaser and all other persons entitled thereto to the free passage and running of water soil gas electricity and telephone communications by and through the channels drains pipes cables and sewers which are now or may within a period of 80 years from the date of this Transfer (which shall be the perpetuity period applicable hereto) be laid in through over or under the Site.
2. The right for the Vendor and its successors in title their agents and contractors at all reasonable times to enter into and upon the site with or without workman materials and equipment for the purpose of inspecting repairing cleansing maintaining or renewing the said channels drains pipes cables and sewers
3. The right at any time to erect or permit to be erected any buildings or other erections and to alter any building or other erection now standing or within 80 years from the date of this Transfer (which shall be the perpetuity period applicable hereto) to be erected on any part of the land comprised in title number MX34007 in such a manner as to obstruct or interfere with the passage of light and air to any building which is or may be erected upon the Site and any access of light and air over any part of the land comprised in title number

A: Property Register continued

MX34007 shall be deemed to be enjoyed by the licence or consent of the Vendor and not as of right.

4. The right of subjacent and lateral support from the Site for the land comprised in title number MX34007.

5. Any easement or right of light air or support or other easement or right which would restrict or interfere with the free use by the Vendor or any person deriving title under it for building or for any other purpose on any part of the land comprised in title number MX34007

6. Any other easements quasi-easements rights or privileges over or in relation to the Site now or previously enjoyed by or with the remainder of the land comprised in title number MX34007."

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 (21.08.1936) Proprietor(s): HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts., WD6 1WA.

C: Charges Register

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

- 1 A Conveyance of the land in this title and other land dated 1 November 1935 made between (1) The Right Honourable Edmund Earl of Strafford (the Vendor) and (2) John Read (the Purchaser) contains provisions and restrictive covenants details of which are set out in the schedule of restrictive covenants hereto.

- 2 The land is subject to the following rights granted by a Transfer dated 5 July 1959 made between (1) The Urban District of Potters Bar and (2) The Eastern Electricity Board:-

"TOGETHER with full right and liberty for the Board and all persons authorised by them (in common with the Transferors and all other persons entitled to the like right) to pass and repass at all times and for all purposes without vehicles over and along the land coloured blue cross hatched green on the said Block Plan AND TOGETHER ALSO with full right and liberty for the Board to lay maintain inspect renew use alter and remove electric cables and lines and conduits or pipes for containing the same where necessary under the said land coloured blue hatched green on the said Block Plan and under the land coloured green on the Location Plan of the said Drawing and to break up the surface thereof so far as necessary from time to time for the purpose of laying relaying inspecting repairing renewing altering and removing the said electric cables and lines and conduits or pipes."

NOTE:-The land coloured blue cross hatched green on the block plan referred to is hatched blue on the filed plan. The land coloured green on the location plan is tinted blue on the filed plan.

- 3 (19.01.1994) By an Agreement dated 14 December 1993 made between (1) Hertsmere Borough Council and (2) Hertfordshire County Council the land edged blue on the filed plan was dedicated for highway purposes.

-NOTE:- Copy filed.

- 4 (24.11.1995) 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.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 1 November 1935 referred to in the Charges Register:-

"The Purchaser (to the intent that this covenant shall be binding so far as may be on the owner for the time being of the hereditaments hereby assured but upon the Purchaser only so long as he is the owner of the same hereditaments) hereby covenants with the Vendor and his assigns owner or owners for the time being of the Vendor's Wrotham Park Estate using that term in the broad and popular sense and to the intent that the restrictions and stipulations hereinafter referred to shall run with the land and be for the benefit of the Vendor's said Wrotham Park Estate that he the Purchaser and his successors in title will at all times hereafter observe and perform the restrictions and stipulations set forth in the Second Schedule hereto:-

IT IS HEREBY EXPRESSLY AGREED AND DECLARED as follows:-

- (a) That no Purchaser of any part of the said Wrotham Park Estate other than and besides the land hereby conveyed shall as an assign of the Vendor or otherwise have the benefit of or be entitled to enforce the covenants on the part of the Purchaser herein contained unless the Vendor shall expressly assign to him such benefit and the right to enforce such covenants.
- (b) It shall be lawful for the Vendor to sell or otherwise dispose of all or any part of the said Wrotham Park Estate other than the land hereby conveyed free from any restrictions covenants or stipulations or subject to any restrictions covenants or stipulations which the Vendor may think desirable and also at any time or from time to time to release or vary any of the covenants or stipulations on the part of the Purchaser herein contained there being no general building scheme affecting the said Wrotham Park Estate.
- (c) The Purchaser shall not by reason of these presents become entitled to or have the right to enforce any covenants or restrictions heretofore entered into in relation to or imposed upon any part of the said Wrotham Park Estate or upon any other property of which the Vendor was formerly absolute owner.
- (d) The Purchaser shall not by reason of these presents claim or be entitled to any right to the access of light or air which may or might interfere with or prejudice the use of any adjoining or neighbouring property of the Vendor for building or other purposes.

THE SECOND SCHEDULE above referred to

1. The Purchaser shall within two months from the date hereof erect within the boundary and forever after maintain at his own expense stock and sheep proof boundary fences on the boundary where indicated on the said plan by the letter "T" to be approved by the Vendor or his agent and will indemnify the Vendor his heirs and assigns and his and their lessees tenants and occupiers of the adjoining lands against all costs claims damages or demands which they may incur or be liable for in consequence of horses cattle pigs or sheep straying from any such adjoining land through any act or default of the Purchaser or other the owner or owners for the time being of the land hereby conveyed.
2. Not to develop the said land for building purposes except in strict accordance with a lay out plan to be first submitted to and approved in writing by the Vendor or his Surveyors such plan to indicate thereon the roads sewers and drains to be constructed such approval not to be unreasonably withheld.
3. Not to carry on or permit to be carried on upon any part of the land hereby conveyed or in any building to be erected thereon any noisome dangerous or offensive trade or business or occupation which may be or become a nuisance or annoyance or dangerous or injurious to the Vendor or his successors in title and assigns his or their tenants or the owners or occupiers or tenants of any property adjoining or neighbouring or opposite to the land hereby conveyed or which may tend to depreciate or lessen the value of the Vendor's adjoining estate.
4. Not at any time to use or permit to be used the land or any

Schedule of restrictive covenants continued

building now or hereafter to be erected thereon as an aerodrome or as a place for mooring storing manufacturing or assembling any airship aeroplane or any other flying machine of any kind or as a place for landing of the same or from which the same may take off in flight or for any other purpose connected with any such airship aeroplane or other flying machine as aforesaid or as a hospital of any kind or as a house or houses for the reception of any person or persons who may be of unsound mind whether so found or not including a defective or defectives within the definition of "Defective" as defined in Section 55 of the Administrators of Estates Act, 1925 or who may be suffering or recovering from any infectious disease or as a shooting school or as a factory or workshop wherein any noisy machinery may be placed or affixed.

5. Not to permit any bricks pipes or tiles to be made or burnt upon the said land.

6. No hut tent shed caravan house on wheels or any other chattel adapted or intended for use as a dwelling or sleeping apartment nor any booths shows swings or roundabouts whether permanent or temporary shall be erected on any part of the said land.

7. No board hoarding building or other erection or thing for the display of advertisements shall be erected or set up upon any part of the said land or any house hoarding board building erection or thing erected thereon except advertisements for the sale of letting of the property or any part thereof or a sign indicating the nature of the undertaking carried on thereon."

NOTE :-The "T" mark referred to in Clause 1 above does not affect the land in this title.

Schedule of notices of leases

1	24.11.1995	Land at the rear of 79 Baker	2.11.1995	HD339460
	1	Street	99 years from 2.11.1995	

End of register

H.M. LAND REGISTRY GENERAL MAP

MIDDLESEX SHEET 1.11. SECTION

Scale $\frac{1}{1250}$ or 104.2 Feet to One Inch

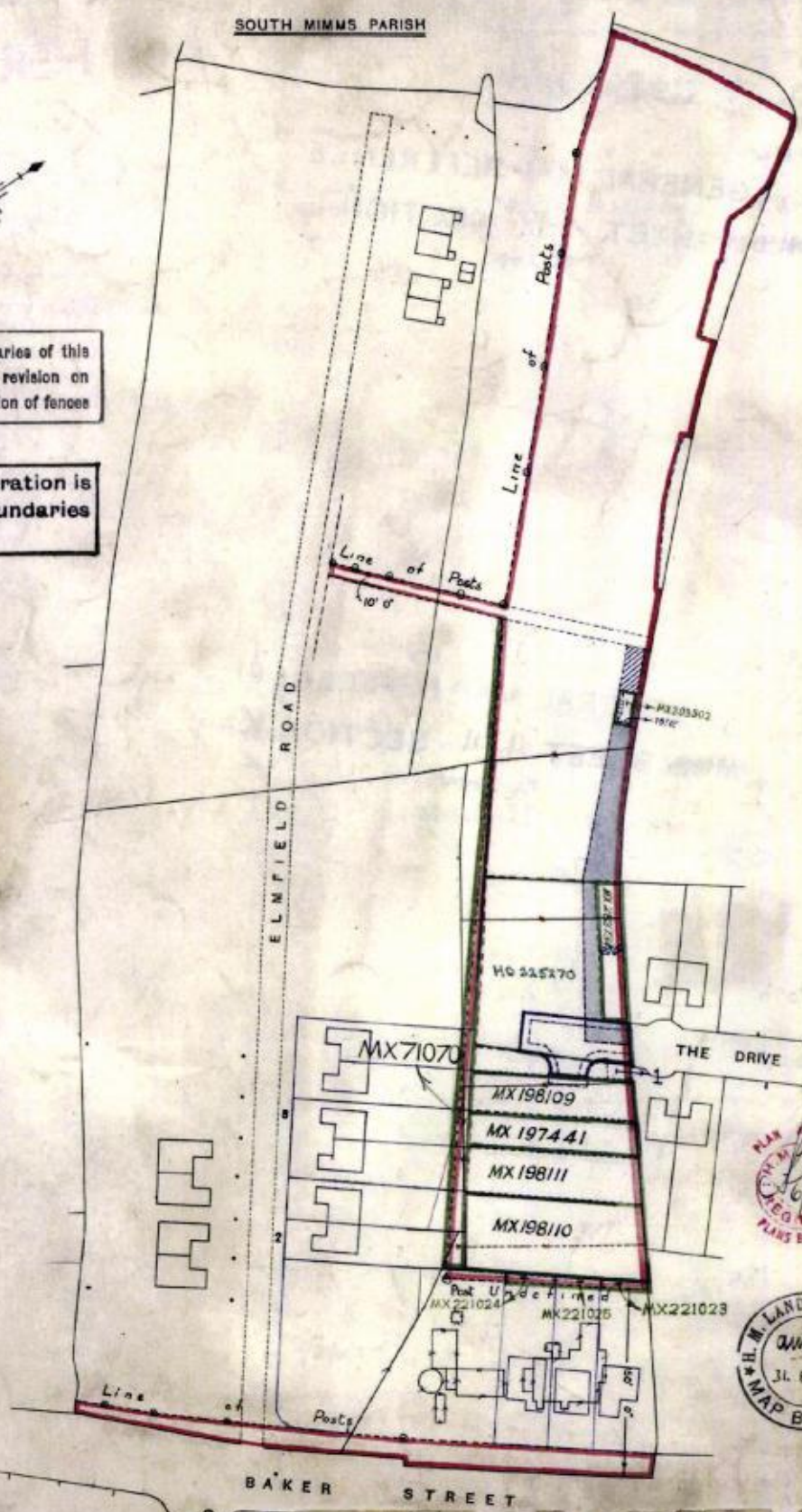
HERTFORDSHIRE

SOUTH MIMMS PARISH



The undefined boundaries of this land are subject to revision on survey after the erection of fences

NOTE: This registration is with General Boundaries only.



Filed Plan of Title No. **MX 34007**

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: MX127323

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (16.01.1937) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the West side of Mimms Hall Road and on the South side of Oulton Crescent, South Mimms.
- 2 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.
- 3 (28.06.1994) The land has the benefit of the following rights reserved by the Transfer dated 31 March 1994 referred to in the Charges Register:-

"EXCEPTING AND RESERVING for the benefit of the Council and its successors in title and occupiers of the Remaining Land and each and every part thereof the rights set forth in Schedule C hereto

SCHEDULE C

EXCEPTIONS AND RESERVATIONS

SUPPORT

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

RIGHTS OF WAY

2. The right for the Council and the owner or owners and occupiers for the time being of the Remaining Land or any part thereof and all persons authorised by it or them in common with the Transferee and its successors in title at all times for all reasonable purposes connected with the use and enjoyment of the Remaining Land or any part thereof PROVIDED THAT this right is limited in extent to the degree that such rights are at the date hereof exercised over the Property to pass and repass over those parts of the Property (if any) which form roadways footways accessways or paths serving more than two dwellings (except where such roadways footways accessways or paths form an integral part of any individual dwelling within the Property) in all cases over routes to be designated by the Transferee PROVIDED THAT the Transferee (or its successors in title) may upon giving not less than 28 days' written notice to the Council (except in case of emergency) from time to time alter the route through the Property of any such routes as it shall in its absolute discretion think fit PROVIDED FURTHER THAT it does so whilst providing 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 the alternative route provided over the Property to the Remaining Land is reasonably adequate for the then reasonable use and occupation of the Remaining Land PROVIDED ALWAYS THAT the Council its successors in title or other persons as aforesaid using such rights as are hereby granted shall pay

A: Property Register continued

and contribute together with the Transferee or its successors in title a fair and just proportion according to the extent to which they use such rights at the cost of repairing and maintaining all of such roadways footways accessways or paths.

REPAIRS

3. The right where reasonably necessary and subject to not less than 7 days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property with or without workmen and others materials and appliances for the purpose of repairing replacing and or maintaining and or decorating the Remaining Land and all buildings now erected on the Remaining Land or any replacement or renewal thereof and also during the Perpetuity Period to lay Service Conduits in over through or under the roads footways and accessways from time to time forming part of the Property to serve the Remaining Land either alone or jointly or in common with the Property (the person exercising such right causing as little damage and inconvenience as possible and making good forthwith at his or their expense all damage and loss caused thereby) and SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Transferee or its successors in title for the duration of such works.

SERVICES

4. The free and uninterrupted right to the passage and running of water soil gas electricity or other fuels telephone television and any other services to and from the Remaining Land through and along all Service Conduits which are now or where there is any replacement or renewal thereof may during the Perpetuity Period be constructed on over through in or under the Property as are used or intended to be used jointly or 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 the Council or other persons as aforesaid bearing paying and contributing together with such other persons including the Transferee and its successors in title a fair proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits TOGETHER WITH the right subject to not less than 7 days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property with or without workmen and others, materials and appliances for the purpose of laying connecting to inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Council or other person or persons as aforesaid causing as little inconvenience and damage as possible and making good forthwith at their own expense all damage or loss caused thereby) SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Transferee or its successors in title for the duration of such works 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 footways 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.

5. (Subject as provided in Clause 5 and Schedule B hereof) the right to deal with any of the Remaining Land in the Council's ownership in any manner whatsoever in the Council's absolute discretion without reference to the Transferee or its successors in title.

6. The rights to the unimpeded access and enjoyment of light and air to all the windows now and during the Perpetuity Period in the buildings on the Remaining Land and each and every part thereof now existing and to any replacement or renewal thereof to be erected upon the Remaining Land or any part thereof within the Perpetuity Period from or over the Property or any parts thereof."

NOTE: The Transfer contains the following definitions:-

"the Common Areas" shall include all existing common or amenity areas alleyways accessways footways pathways and roadways other than those which are or shall become adopted by the appropriate public authority and maintainable at the public expense

A: Property Register continued

"the Perpetuity Period" means a period of eighty years from the date hereof
"the Remaining Land" means all land adjacent to or adjoining the Property and now in the ownership of the Council the extent of which land is to be conclusively certified by the Council by reference to plans within 56 days of completion of this Transfer "Service Conduits" shall include all existing mains sewers drains pipes wires cables conduits gutters channels soakaways ditches watercourses and all other conducting media and apparatus other than those which are vested in the Statutory Undertakings NOTE 2:-The land in this title comprises part of the remaining land referred to.

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 (12.03.1940) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts,WD6 1WA.

C: Charges Register

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

- 1 A Conveyance dated 11 January 1934 made between (1) The Right Honourable Robert Arthur James Gascoyne Cecil (commonly called Viscount Cranborne and therein called the Vendor), (2) The Right Honourable Edgar Algernon Robert Gascoyne Viscount Cecil of Chelwood and The Right Honourable Hugh Richard Heathcote Gascoyne Cecil (commonly called Lord Hugh Cecil) and (3) Donald Nash Lee (therein called the purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance of the land situate near the junction of Mutton Lane and Mimms Hall Road being the site of an hotel proposed to be called The Ram dated 27 September 1935 made between (1) Fairway Homes Limited (Vendor) and (2) The Cannon Brewery Company Limited (Purchaser) contains covenants by the vendor details of which are set out in the schedule of restrictive covenants hereto.
- 3 A Conveyance of the land in this title and other land dated 25 September 1936 made between (1) Donald Nash Lee (therein called the vendor) and (2) Fairway Homes Limited (therein called the company) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 The land in this title so far as affected thereby is subject to rights of drainage through the combined drainage system therein or thereunder.
- 5 The land is subject so far as the same run therewith to the following declaration and agreement contained in a Transfer dated 30 December 1939 of the land in this title by Fairway Homes (Potters Bar) Limited to The Urban District Council of Potters Bar

"The Local Authority hereby declare that the land is conveyed to them as a Public Open Space under the provisions of the Public Health Act 1875 but the Local Authority may with the consent of the Ministry of Health appropriate the land either temporarily or permanently to such other purposes as they may think fit but in every case the previous written consent of the Company thereto shall be required (such consent however not to be unreasonably withheld)

The Local Authority hereby agrees that it will use its best endeavours to keep the land hereby transferred in an orderly neat and tidy condition and that nothing shall be done thereon which shall be or

C: Charges Register continued

become a nuisance or cause annoyance to the residents in the surrounding houses."

6 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.

7 (28.06.1994) The land is subject to the following rights granted by a Transfer of the land edged and numbered HD320937, HD320943 and HD320946 in green on the filed plan and other land dated 31 March 1994 made between (1) Hertsmere Borough Council (the Council) and (2) Aldwyck Housing Association Limited (the Transferee):-

"TOGETHER WITH the rights and easements set forth in Schedule B hereto

SCHEDULE B

RIGHTS GRANTED

SUPPORT

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

RIGHTS OF WAY

2. The right for the Transferee and the owner or owners and occupiers for the time being of the Property or any part thereof and all persons authorised by it or them at all times and for all reasonable purposes connected with the use and enjoyment of the Property or any part thereof in common with the Council and all other persons to whom a like right has been or may hereafter be granted to pass and repass (with or without vehicles in the case of roads and accessways) over and along the Common Areas now or any replacement or renewal thereof thereafter forming part of the Remaining Land and not publicly adopted the Transferee or other persons as aforesaid bearing paying and contributing together with the Council or its successors in title a reasonable proportion according to the extent to which they use such right of the cost of repairing and maintaining the Common Areas which are not maintained at public expense PROVIDED THAT the Council 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 through the Remaining Land of the Common Areas as it shall in its absolute discretion think fit PROVIDED FURTHER THAT it does so whilst providing suitable alternative routes at its own expense causing minimum inconvenience and making good as soon as practicable any damage so caused and PROVIDED THAT any alternative route provided over the Remaining Land to the Property is adequate for the present use and occupation of the property.

REPAIRS

3. The right subject to not less than 7 days' prior written notice to the Council or its successors in title (except in case of emergency) to enter upon the Remaining Land with or without workmen and others materials and appliances for the purposes of repairing replacing maintaining and/or decorating the Property and all or any buildings now erected or any replacement or renewal of such buildings and thereafter erected thereon within the Perpetuity Period (the person or person exercising such right making good forthwith at its his or their own expense all damage and loss caused thereby) and also during the Perpetuity Period to lay Service Conduits in over through or under the Common Areas now or where there is any replacement or renewal thereof thereafter forming part of the Remaining Land to serve the Property either alone or jointly or in common with the Remaining Land (the person exercising such right causing as little damage and inconvenience as possible and making good forthwith at his or their expense all damage and loss caused thereby) and SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Council or its successors in title for the duration of such works.

SERVICES

C: Charges Register continued

4. The free and uninterrupted right to the passage and running of water soil gas electricity or other fuel telephone television and other services to and from the Property through and along all Service Conduits as are now or where there is any replacement or renewal thereof as may during the Perpetuity Period be in through under or over the Remaining Land as are used or intended to be used jointly or in common with the Council and all other persons who are now or may hereafter be entitled to connect with or use the same or any of them the Transferee its successors in title or other persons as aforesaid bearing paying and contributing together with such other persons including the Council and its successors in title a fair proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing replacing maintaining renewing altering adjusting and cleansing the Service Conduits TOGETHER WITH the right and subject to not less than 7 days' prior written notice to the Council or its successors in title (except in case of emergency) to enter on to the Remaining Land with or without workmen and others materials and appliances for the purpose of connecting to laying inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Transferee or its successors in title causing as little inconvenience and damage as possible and making good forthwith at its his or their own expense all damage and loss caused thereby) SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Council or its successors in title for the duration of such works PROVIDED THAT this includes (subject as aforesaid) the right during the Perpetuity Period to make further connections and to lay in under through or over the Common Areas now or where there is any replacement or renewal thereof thereafter forming part of the Property such further Service Conduits as are reasonably necessary for any increased flow from time to time PROVIDED FURTHER THAT the Council may upon giving not less than 28 days written notice to the Transferee or its successors in title (except in case of emergency) from time to time alter the route of the Service Conduits in the Remaining Land as it shall in its absolute discretion think fit which shall not involve the Transferee in any additional expenditure by way of maintenance repair or otherwise PROVIDED ALWAYS THAT any alternative route is adequate for the present use and occupation of the Property AND PROVIDED FURTHER THAT the Council provides suitable alternative services at its own expense and causes during the course of such works minimum inconvenience and makes good forthwith any damage caused.

5. The rights to the unimpeded access and enjoyment of light and air to all windows now and during the Perpetuity Period in the buildings upon the Property and each and every part thereof now existing and to any replacement or renewal thereof thereafter erected upon the Property or any part thereof within the Perpetuity Period from or over the Remaining Land or any parts thereof. Provided that such rights shall not in any way restrict or prevent the development of the land shown coloured green on the Plan marked A annexed hereto."

NOTE: The land edged green referred to lies to the south of the land in this title.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 11 January 1934 referred to in the Charges Register:-

Not to erect or set up upon the property thereby assured or any part thereof any building or other erection save and except private dwellinghouses with the necessary outbuildings thereto of a minimum value of £250 each house (prime cost) or such other buildings as may be authorised from time to time by any Town Planning Scheme affecting the property.

- 2 The following are details of the covenants contained in the Conveyance dated 27 September 1935 referred to in the Charges Register:-

"1. No intoxicating liquor shall be sold in upon or from the land edged blue on the plan No. 2 hereto annexed or any building for the time being standing thereon (except the land hereby conveyed) for

Title number MX127323

Schedule of restrictive covenants continued

consumption on or off the premises.

2. No club where intoxicating liquor may be distributed or consumed shall be conducted or meet upon the said land edged blue on the said plan No. 2 or in or upon any building for the time being thereon except the land hereby conveyed."

NOTE: The land edged blue on the plan referred to includes the land in this title.

3 The following are details of the covenants contained in the Conveyance dated 25 September 1936 referred to in the Charges Register:-

"THE Company hereby covenants with the vendor to the intent and so as to bind as far as practicable the property hereby conveyed into whosoever hands the same may come and to benefit and protect the vendors other land in the immediate vicinity not to erect or set up on the property hereby conveyed or any part thereof any buildings or other erections save and except private dwellinghouses with the necessary outbuildings thereto of a minimum value of two hundred and fifty pounds each house (prime cost) or such other buildings as may be authorised from time to time by any Town Planning Scheme affecting the property."

Schedule of notices of leases

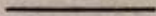
1	03.07.1963	Electricity sub-station	01.05.1963	MX456410
	1		99 years	
			1.6.1963	

NOTE: The Lease grants the right to lay maintain and renew electric cables conduits and pipes a right of way and other rights

End of register

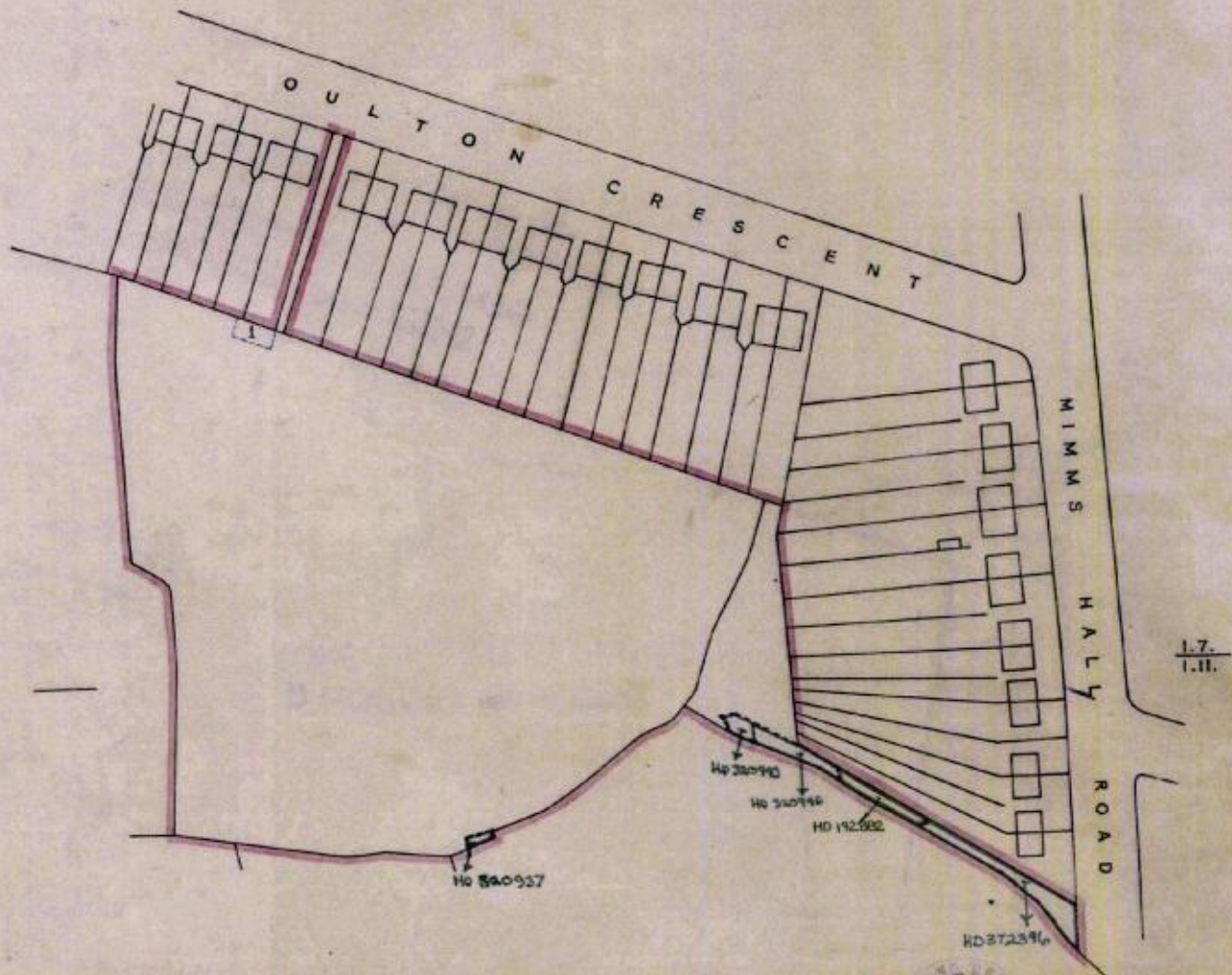
H.M. LAND REGISTRY

Scale 1/1250



MIDDLESBROUGH

HERTSBURY



Parish SOUTH MIMMS
O.S. Sheet MIDDX. 1.7 & 1.11.
MB26

Gen. Map Ref. 1.7 P 4 Z.

Filed Plan of Title No. **MX 127323**

This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 19 December 2018 at 11:58:39. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD138941

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

1 (22.04.1981) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Bushey Golf Course, High Street, Bushey.

2 The land tinted blue on the title plan has the benefit of but is subject to the following rights contained in a Conveyance thereof and other land dated 31 May 1950 made between (1) Barclays Bank Limited (Vendor) (2) James Charles Knights (Purchaser) and (3) Eagle Star Insurance Company Limited (Sub-Purchaser).

"TOGETHER ALSO WITH and subject to such other rights and easements as now used and enjoyed in connection with the property hereby conveyed"

3 Six Transfers together comprising the parts of the land tinted brown on the title plan as specified in the first column below each dated 15 January 1981 made between (1) Eagle Star Insurance Company Limited and the parties as specified in the second column below contain the following identical agreement and declaration:-

"It is hereby agreed and declared that such fence insofar as it is contiguous with the Land shall thereupon become the property of the Purchasers".

NOTE: The fence referred to is that between the points lettered A, B, C and D on the title plan.

Land transferred	Parties
Land at rear of 10 Risingholme Close Judith West	Andrew Martin West
Land at rear of 12 Risingholme Close Margaret Isobel Horne	Edwin Horne
Land at rear of 14 Risingholme Close	Doreen Jourdan
Land at rear of 16 Risingholme Close Sheila Boyce	Peter Malcolm Boyce
Land at rear of 18 Risingholme Close Gillian Zaum	Victor Zaum
Land at rear of 20 Risingholme Close Patricia Joan Harris	Paul Anthony Harris

4 (03.10.1996) The land tinted yellow on the title plan added to the title on 3 October 1996.

5 (13.09.2002) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

6 (13.09.2002) The land edged and numbered in green on the title plan has

Title number HD138941

A: Property Register continued

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 (31.07.1996) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

- 1 A Conveyance of the land tinted pink on the title plan and other land dated 14 July 1913 made between (1) Hedley Cuthbertson (Vendor) and (2) Winifred McCalmont (Purchaser) contains the following covenants:-

"The Purchaser hereby covenants with the Vendor his heirs and assigns that no building to be erected on the said piece or parcel of land shall be used otherwise than as a private dwellinghouse or a Coach house and Stables and outbuildings belonging thereto"

- 2 The part of the land affected thereby is subject for the term of 99 years from 8 June 1915 to rights granted by a Deed of Grant of Liberty dated 8 June 1915 at the rent of 1s.0d if demanded made between (1) Winifred McCalmont and (2) The County Council of The Administrative County of Hertford.

- 3 The land is subject to the following rights granted by a Conveyance of other land dated 1 November 1967 made between (1) Eagle Star Insurance Company Limited (Vendor) and (2) Life Casualty and General Insurance Company Limited:-

"TOGETHER with a right of way at all times and for all purposes over the strip of land marked "right of way" and coloured yellow on the said plan".

NOTE: The land coloured yellow referred to is hatched blue on the title plan.

- 4 (13.10.2006) UNILATERAL NOTICE affecting so much of the land coloured blue and edged red on the plan attached to Form UN1 as falls within this title in respect of an estate contract and equitable easement arising as a result of negotiation and correspondence dated 6 June 2001 between Eastern Electricity PLC and Hertsmere Borough Council.

-NOTE: Copy plan and letter filed.

- 5 (13.10.2006) BENEFICIARY: EDF Energy Networks (EPN) PLC (Co. Regn. No. 2366906) of 40 Grosvenor Place, Victoria, London SW1X 7EN.

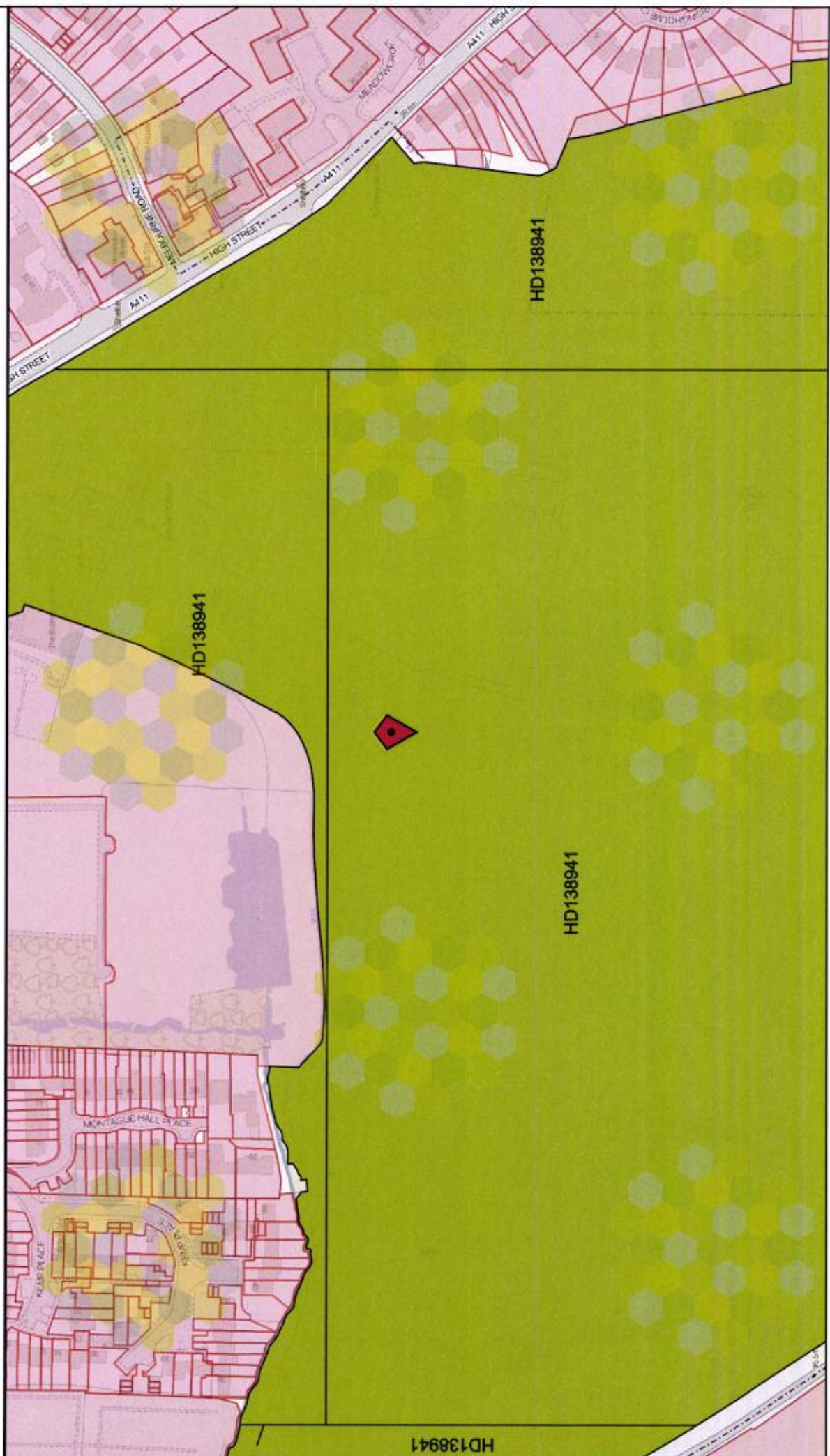
- 6 (02.01.2008) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

Schedule of notices of leases

- | | | | | |
|---|---|---|--|----------|
| 1 | 02.01.2008
Edged and
numbered 1, 2
and 3 in blue | Land on the South-West side
of High Street | 05.11.2007
99 years from
5.11.2007 | HD476991 |
|---|---|---|--|----------|

Title number HD138941

End of register



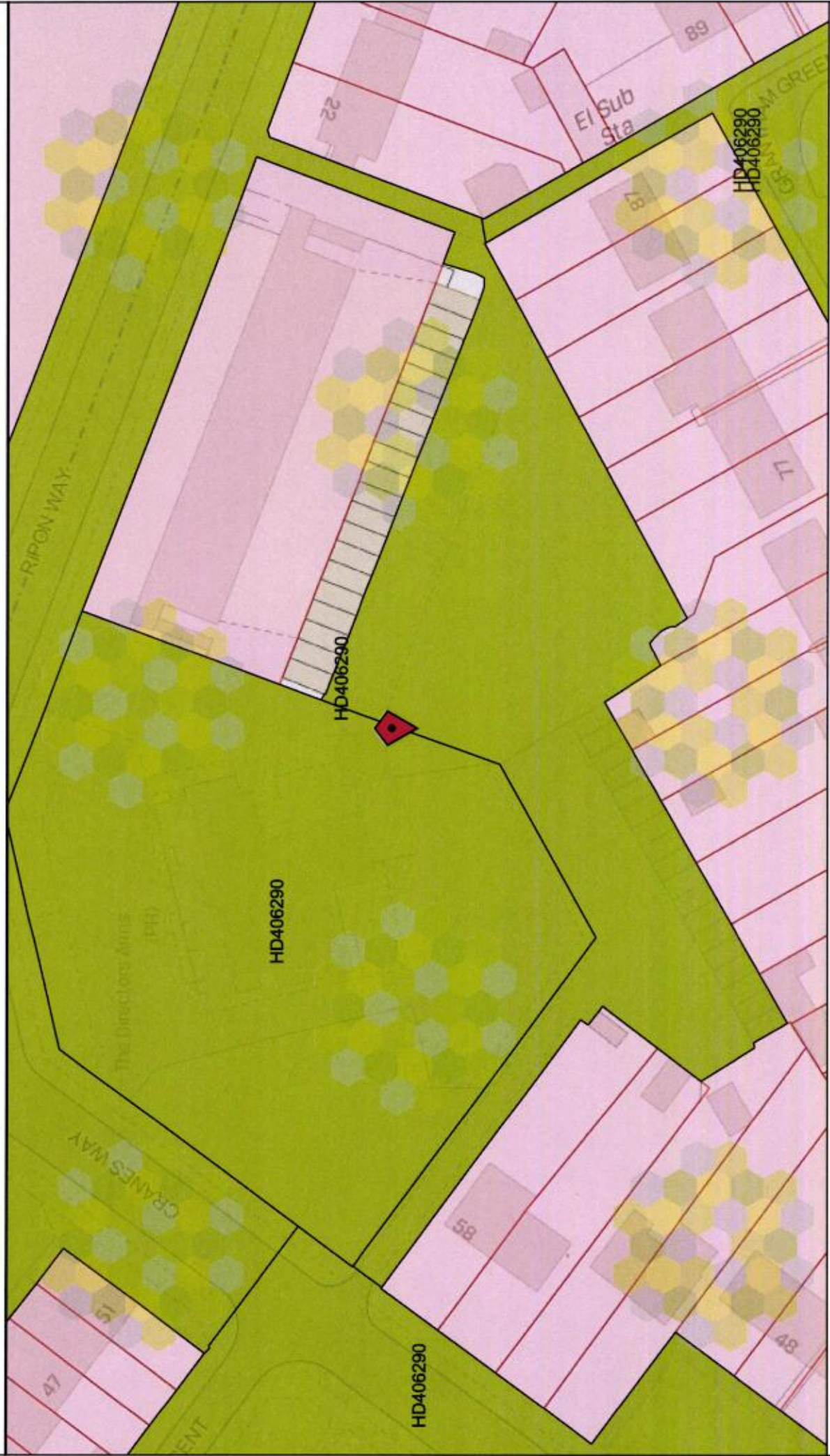
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Data last updated 10:00pm 12 DECEMBER, 2018

Map scale 1:2500



Title number	Estate information	Address
HD138941	Freehold	57 HIGH STREET, BUSHEY WD23 1QR BUSHEY GOLF & COUNTRY CLUB HIGH STREET, BUSHEY WD23 1TT BUSHEY GOLF COURSE LTD HIGH STREET, BUSHEY WD23 1TT LAND ON THE SOUTH WEST SIDE OF HIGH STREET, BUSHEY MARGARET HOWARD ORGANISATION HIGH STREET, BUSHEY WD23 1TT 59 HIGH STREET, BUSHEY WD23 1QR



Map scale 1:625

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 Data last updated 10:00pm 12 DECEMBER, 2018



Title number	Estate information	Address
HD406290	Freehold	11 HOWARD DRIVE, BOREHAMWOOD WD6 2NY 15 HOWARD DRIVE, BOREHAMWOOD WD6 2NY 9A HOWARD DRIVE, BOREHAMWOOD WD6 2NY BULL & TIGER RIPON WAY, BOREHAMWOOD WD6 2HS 7 HOWARD DRIVE, BOREHAMWOOD WD6 2NY 7A HOWARD DRIVE, BOREHAMWOOD WD6 2NY 5A HOWARD DRIVE, BOREHAMWOOD WD6 2NY 3A HOWARD DRIVE, BOREHAMWOOD WD6 2NY 17A HOWARD DRIVE, BOREHAMWOOD WD6 2NY 15A HOWARD DRIVE, BOREHAMWOOD WD6 2NY 13A HOWARD DRIVE, BOREHAMWOOD WD6 2NY 11A HOWARD DRIVE, BOREHAMWOOD WD6 2NY 1A HOWARD DRIVE, BOREHAMWOOD WD6 2NY 167 FURZEHILL ROAD, BOREHAMWOOD WD6 2DR 3-5 HOWARD DRIVE, BOREHAMWOOD WD6 2NY 9 HOWARD DRIVE, BOREHAMWOOD WD6 2NY 17 HOWARD DRIVE, BOREHAMWOOD WD6 2NY 1 HOWARD DRIVE, BOREHAMWOOD WD6 2NY

Title number	Estate information	Address
		13 HOWARD DRIVE, BOREHAMWOOD WD6 2NY

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD406290

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (12.01.1937) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land lying to the West of Barnet By-Pass Road and the North East Side of Furzehill Road, Elstree.

The Freehold mines and minerals lying under the land shown edged and numbered HD466528 in green on the title plan of the above title filed at the Registry and being land on the West and South sides of Wansford Park are included in the title.

- 2 The land tinted green on the filed plan is not included in the registration.
- 3 The Conveyance dated 24 July 1931 referred to in the Charges Register contains the following provision:-
"Except and Reserving unto the Vendor any right of light or air which might prejudice the user of the adjoining or neighbouring land of the Vendor for building or other purposes and that the Vendor his heirs and assigns shall be free to build or develop the same lands as he may think fit."
- 4 The land has the benefit of rights of drainage and associated rights of entry granted by but is subject as mentioned in a Transfer dated 5 April 1955 made between (1) John Laing and Son Limited and (2) The London County Council.

-NOTE: Copy filed under HD12737.

- 5 (28.11.1956) 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.
- 6 (25.09.1968) Where the parts edged and numbered in green on the filed plan include parts of common accessways rights of way are reserved thereover.
- 7 The land in this title has the benefit of the following rights granted by a Deed dated 5 March 1973 made between (1) The Rural District Council of Elstree (Grantor) and (2) Greater London Council (Grantee):-
 - (a) To lay and maintain a six inch surface water drain from the boundary of the Grantee's land under the land of the Grantor in the position shown by a broken blue line on the plan annexed hereto to the public sewer shown by a blue line on the said plan subject to such drain being laid not less than three feet from the outbuilding marked 'A' on the said plan.
 - (b) Subject to prior written notice being given to enter up on the land of the Grantor coloured brown on the said plan so far only as may be necessary for the purpose of laying inspecting repairing and maintaining the said surface water drain.

A: Property Register continued

TO HOLD the same unto the Grantee in fee simple AND the Grantee HEREBY COVENANTS with the Grantor that the Grantee will keep in repair the said six inch water drain and at all times make good to the satisfaction of the Grantor all damage to the land if the Grantor occasioned by the laying or repair of the said drain."

NOTE: The drain shown by a broken blue line and the sewer by a blue line referred to are shown by a blue broken line and a brown broken line respectively on the filed plan; the land coloured brown referred to is tinted brown on the filed plan; the outbuilding marked 'A' referred to is marked "A" in brown on the filed plan.

8 (03.09.1981) The transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 of that Act.

9 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered HD155432 in green on the filed plan dated 27 May 1982 made between (1) Greater London Council (Council) and (2) Hertsmere Borough Council (Transferees):-

"EXCEPT AND RESERVED (a) for the benefit of all adjoining and neighbouring land and premises now or formerly belonging to the Council (i) all existing easements quasi-easements rights or privileges over or in relation to the property now enjoyed with such adjoining and neighbouring land and premises and (ii) the rights to connect to any existing or future sewers drains pipes wires and cables now passing or prior to the expiry of the perpetuity period hereinafter defined to pass in through under or over the property and after such connection to use the said sewers drains pipes wires and cables for the purpose of the passage of water soil gas electricity and other facilities from or to the said adjoining and neighbouring land and premises and (iii) the right to enter upon the property for the purpose of the inspection of and executing works of repair maintenance and replacement of walls sewers drains pipes cables or other apparatus in connection with the enjoyment of the easements rights or privileges hereinbefore reserved the person(s) exercising such right making good any damage thereby occasioned and (b) the right for the Council and its successors in title to enter from time to time upon the property with or without workmen plant and materials (i) for the purpose of constructing reconstructing adding to altering inspecting maintaining and repairing any building now or within the said perpetuity period on the land adjoining the property and (ii) for any purpose(s) connected with the development within the said period of any adjoining or neighbouring land of the Council in so far as such purpose(s) cannot reasonably be carried out without such entry as aforesaid (in both cases giving reasonable previous notice of intention to enter upon the property to the owner or occupiers thereof and making good to their reasonable satisfaction any damage occasioned by such entry) AND SUBJECT to all existing rights privileges easements and quasi-easements in over or under the property in addition to those (if any) hereinbefore expressly mentioned.

FOR the purpose of this Deed the perpetuity period shall be Eighty years from the First day of April One thousand nine hundred and eighty."

10 The transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of that Act.

11 Where the land leased includes part of a rear footpath rights of way on foot only are reserved thereover.

12 Where the land leased includes part of a side accessway rights of way on foot only are reserved thereover.

13 The land has the benefit of the following rights reserved by the Transfer dated 31 March 1994 referred to in the Charges Register:-

"EXCEPTING AND RESERVING for the benefit of the Council and its

A: Property Register continued

successors in title and occupiers of the Remaining Land and each and every part thereof the rights set forth in Schedule C hereto

SCHEDULE C

EXCEPTIONS AND RESERVATIONS

SUPPORT

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

RIGHTS OF WAY

2. The right for the Council and the owner or owners and occupiers for the time being of the Remaining Land or any part thereof and all persons authorised by it or them in common with the Transferee and its successors in title at all times for all reasonable purposes connected with the use and enjoyment of the Remaining Land or any part thereof PROVIDED THAT this right is limited in extent to the degree that such rights are at the date hereof exercised over the Property to pass and repass over those parts of the Property (if any) which form roadways footways accessways or paths serving more than two dwellings (except where such roadways footways accessways or paths form an integral part of any individual dwelling within the Property) in all cases over routes to be designated by the Transferee PROVIDED THAT the Transferee (or its successors in title) may upon giving not less than 28 days' written notice to the Council (except in case of emergency) from time to time alter the route through the Property of any such routes as it shall in its absolute discretion think fit PROVIDED FURTHER THAT it does so whilst providing 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 the alternative route provided over the Property to the Remaining Land is reasonably adequate for the then reasonable use and occupation of the Remaining Land PROVIDED ALWAYS THAT the Council its successors in title or other persons as aforesaid using such rights as are hereby granted shall pay and contribute together with the Transferee or its successors in title a fair and just proportion according to the extent to which they use such rights at the cost of repairing and maintaining all of such roadways footways accessways or paths.

REPAIRS

3. The right where reasonably necessary and subject to not less than 7 days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property with or without workmen and others materials and appliances for the purpose of repairing replacing and or maintaining and or decorating the Remaining Land and all buildings now erected on the Remaining Land or any replacement or renewal thereof and also during the Perpetuity Period to lay Service Conduits in over through or under the roads footways and accessways from time to time forming part of the Property to serve the Remaining Land either alone or jointly or in common with the Property (the person exercising such right causing as little damage and inconvenience as possible and making good forthwith at his or their expense all damage and loss caused thereby) and SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Transferee or its successors in title for the duration of such works.

SERVICES

4. The free and uninterrupted right to the passage and running of water soil gas electricity or other fuels telephone television and any other services to and from the Remaining Land through and along all Service Conduits which are now or where there is any replacement or renewal thereof may during the Perpetuity Period be constructed on over through in or under the Property as are used or intended to be used jointly or 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 the Council or other persons as aforesaid bearing paying and contributing together with such other persons including the Transferee

A: Property Register continued

and its successors in title a fair proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits TOGETHER WITH the right subject to not less than 7 days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property with or without workmen and others, materials and appliances for the purpose of laying connecting to inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Council or other person or persons as aforesaid causing as little inconvenience and damage as possible and making good forthwith at their own expense all damage or loss caused thereby) SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Transferee or its successors in title for the duration of such works 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 footways 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.

5. (Subject as provided in Clause 5 and Schedule B hereof) the right to deal with any of the Remaining Land in the Council's ownership in any manner whatsoever in the Council's absolute discretion without reference to the Transferee or its successors in title.

6. The rights to the unimpeded access and enjoyment of light and air to all the windows now and during the Perpetuity Period in the buildings on the Remaining Land and each and every part thereof now existing and to any replacement or renewal thereof to be erected upon the Remaining Land or any part thereof within the Perpetuity Period from or over the Property or any parts thereof."

NOTE 1: The Transfer contains the following definitions:-

"the Common Areas" shall include all existing common or amenity areas alleyways accessways footways pathways and roadways other than those which are or shall become adopted by the appropriate public authority and maintainable at the public expense
"the Perpetuity Period" means a period of eighty years from the date hereof
"the Remaining Land" means all land adjacent to or adjoining the Property and now in the ownership of the Council the extent of which land is to be conclusively certified by the Council by reference to plans within 56 days of completion of this Transfer
"Service Conduits" shall include all existing mains sewers drains pipes wires cables conduits gutters channels soakaways ditches watercourses and all other conducting media and apparatus other than those which are vested in the Statutory Undertakings

NOTE 2: The land in this title comprises part of the remaining land referred to.

- 14 (19.05.1994) The land has the benefit of identical rights as referred to above reserved by the Transfer dated 31 March 1994 referred to in the Charges Register.
- 15 (19.05.1994) The land has the benefit of identical rights as referred to above reserved by the Transfer dated 31 March 1994 referred to in the Charges Register.
- 16 (19.05.1994) The land has the benefit of identical rights as referred to above reserved by the Transfer dated 31 March 1994 referred to in the Charges Register.
- 17 (19.05.1994) The land has the benefit of identical rights as referred to above reserved by the Transfer dated 31 March 1994 referred to in the Charges Register.

A: Property Register continued

- 18 (19.05.1994) The land has the benefit of identical rights as referred to above reserved by the Transfer dated 31 March 1994 referred to in the Charges Register.
- 19 (19.05.1994) The land has the benefit of identical rights as referred to above reserved by the Transfer dated 31 March 1994 referred to in the Charges Register.
- 20 (19.05.1994) The land has the benefit of identical rights as referred to above reserved by the Transfer dated 31 March 1994 referred to in the Charges Register.
- 21 (19.05.1994) The land has the benefit of identical rights as referred to above reserved by the Transfer dated 31 March 1994 referred to in the Charges Register.
- 22 (19.05.1994) The land has the benefit of identical rights as referred to above reserved by the Transfer dated 31 March 1994 referred to in the Charges Register.
- 23 (19.05.1994) The land has the benefit of identical rights as referred to above reserved by the Transfer dated 31 March 1994 referred to in the Charges Register.
- 24 (19.05.1994) The land has the benefit of identical rights as referred to above reserved by the Transfer dated 31 March 1994 referred to in the Charges Register.
- 25 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered HD343696 in green on the filed plan and other land dated 26 March 1996 made between (1) Hertsmere Borough Council (Council) and (2) Ridgehill Housing Association Limited (Transferee):-

"Subject to the exceptions and reservations set out or referred to in the Second Schedule hereto.

THE SECOND SCHEDULE

EXCEPTIONS AND RESERVATIONS

The following are the exceptions and reservations in favour of the Council and its successors in title for the benefit of the remainder of the lands comprised in the Council's adjoining land and each and every part of it now or formerly belonging to the Council to be incorporated in the transfer of the Property to the Transferee:-

1. The right at any time to erect or permit to be erected any buildings or other erections and to alter any building or other erection now standing or within eighty years after the date of the transfer of the Property to the Transferee (which shall be the perpetuity period applicable hereto) to be erected on any part of the adjoining land of the Council 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 Property and any access of light and air over the adjoining land of the Council shall be deemed to be enjoyed by the license or consent of the Council and not as of right PROVIDED THAT the same does not cause any material interference to the access of light or air to the Property or any buildings now or hereafter to be erected on the Property.
2. The right of support from the Property to the adjoining land of the Council.
3. A right of way with or without vehicles over the land shown coloured brown on the plan until such time as the same may become adopted as public highway.
4. A right of way with or without vehicles over the land shown coloured brown hatched black until such time subject to the Council paying a fair and reasonable contribution in connection with the maintenance repair upkeep re-laying resurfacing or renewal of the said land.

A: Property Register continued

5. The right for the Council its successors in title and all other persons entitled thereto of free passage and running water and soil gas electricity and telephone communications by and through the channels drains pipes cables and sewers in or under the Property.

6. The right for the Council its successors in title their agents or contractors at all reasonable times upon reasonable notice (except in the case of emergency) to enter upon the Property with or without workmen for the purposes of inspecting repairing cleansing maintaining renewing or re-laying the said channels drains pipes cables and sewers the Council causing as little damage as possible and making good such damage forthwith."

NOTE: The land coloured brown and the land coloured brown hatched black referred to are tinted brown and tinted yellow hatched black respectively on the Supplementary Plan No.1 to the filed plan. The land edged and numbered HD343696 in green on the filed plan forms part of the Property referred to.

26 (19.06.2002) The land edged and numbered 18, 35, 79, 81 and 83 in blue on the filed plan are no longer of any significance and should be ignored since the entries in the register which gave rise to the references have been cancelled.

27 (21.03.2007) The land has the benefit of the rights reserved by a Transfer of the land edged and numbered HD466528 in green on the title plan dated 15 February 2007 made between (1) Hertsmere Borough Council and (2) Ridgehill Housing Association Limited.

-NOTE: Copy filed under HD466528.

28 (21.03.2007) The description of the registered estate is an entry made under rule 5(a) of the Land Registration Rules 2003 and it is not a note to which paragraph 2 of Schedule 8 to the Land Registration Act 2002 refers that the registered estate includes the mines or minerals under the land edged and numbered HD466528 in green on the title plan. The mines and minerals under the land edged and numbered HD466528 in green on the title plan are only included in the registration to the extent that they were so included before the Transfer dated 15 February 2007 referred to above.

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 (05.03.1990) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

1 A Conveyance of other land dated 4 February 1929 and made between (1) Reginald Maidlow Thomas and Francis Stewart Thomas and (2) Ernest Wilfred Allen contains restrictive covenants by the Vendor affecting the land tinted blue on the filed plan.

By a Deed dated 22 August 1936 and made between (1) Reginald Maidlow Thomas and Francis Stewart Thomas (Vendors) (2) Glebelands Investments Limited (the Company) and (3) John Laing & Son Limited (Purchasers) the land tinted blue on the filed plan was conveyed to the Purchasers subject to the restrictive covenants and stipulations which are set out in the second schedule to the said Conveyance dated 4 February 1929 and are stated to be reproduced in the Second Schedule to the deed of 22

C: Charges Register continued

August 1936.

-NOTE 1: A copy of the Second Schedule to that deed is filed.

The Deed dated 22 August 1936 also contains covenants and a declaration.

-NOTE 2: Particulars filed under HD12737.

- 2 A Conveyance of the land tinted yellow on the filed plan dated 24 July 1931 made between (1) The Right Honourable Edmund Henry Earl of Strafford (Vendor) and (2) Sir Herbert Ingram (Purchaser) contains restrictive covenants.

NOTE 1: The roadway in clause 5 does not cross the land in this title The boundary marked D-E is similarly shown on the filed plan. None of the other points mentioned affect the land in this title

-NOTE 2: Particulars filed under HD12737.

- 3 A Conveyance of the land tinted pink on the filed plan dated 24 September 1936 made between (1) The Right Honourable Edmund Henry Earl of Strafford (Vendor) and (2) John Laing and Son Limited (Purchasers) contains restrictive covenants.

-NOTE: Particulars filed under HD12737.

- 4 By a Deed dated 24 November 1939 and made between (1) The Right Honourable Edmund Henry Earl of Strafford (Vendor and (2) John Laing and Son Limited the Vendor expressed to release so far as he lawfully could or might the land in this title (and other land) from such of the covenants contained in the Conveyances dated 24 July 1931 and 24 September 1936 referred to respectively above as affected or related to such land.

-NOTE: Copy filed under HD42.

- 5 The parts of the roadways included in the title are subject to rights of way and to rights to lay and use service conduits thereunder.

- 6 The trackway between the points marked S-T and T-A on then filed plan and the land hatched blue thereon is subject to rights of way.

- 7 The land tinted yellow on the filed plan is subject to rights of drainage and of entry in connection therewith and for the purpose of constructing drains.

- 8 The parts of the land affected thereby are subject to the rights granted by John Laing & son Limited by the following deeds:-

Deed and Date	Grantee	Where filed
13 April 1938 Transfer	Herts County Council	HD1959
8 June 1938 Transfer	Herts County Council	HD2268
6 October 1937 Transfer	North Met. Power Supply Co.	HD8775
9 January 1940 Transfer	North Met. Power Supply Co.	HD4733
18 September 1939 Wayleave agreement	North Met. Power Supply Co.	HD12737
24 June 1941 Agreement for purchaser	Minister of War Transport	HD12737

- 9 A Transfer dated 5 October 1938 of 2 Dacre Gardens and a Transfer dated 22 October 1938 of 4 Dacre Gardens each contain provisions as to party walls.

-NOTE: Transfer 5 October 1938 filed under HD2930 and Transfer 22 October 1938 filed under HD3058.

- 10 A Deed dated 12 July 1938 and made between (1) The Barnet Rural District Council and (2) John Laing & Son Limited contains covenants affecting part of the land in this title.

C: Charges Register continued

-NOTE: Copy filed under HD12737.

- 11 LEASE dated 20 March 1956 of the land edged and numbered 2 in yellow to Mann Crossman & Paulin Limited for 80 years from 29 September 1954.

NOTE 1: The Lease contains exceptions and reservations

NOTE 2: Lessee's title registered under HD14545.

- 12 LEASE dated 11 April 1956 of the land edged and numbered 3 in yellow to Ernest James Nankivell for 80 years from 25 March 1954.

NOTE 1: The Lease contains exceptions and reservations

NOTE 2: Lessee's Title registered under HD14705.

- 13 LEASE dated 27 March 1957 of the land edged and numbered 4 and 7 in yellow on the filed plan to Copyist Products Limited for 80 years from 25 December 1954.

NOTE: Lessee's Title registered under HD16623.

- 14 The land edged blue on the filed plan is subject to the rights granted by a Deed dated 9 February 1965 made between (1) The London County Council and (2) The Minister of Transport.

-NOTE: Copy filed under HD11729.

- 15 The parts of the common accessways adjoining the parts edged and numbered in green on the filed plan are subject to rights of way.

- 16 Lease dated 25 June 1973 of the land edged and numbered 15 in yellow on the filed plan to Simms Motor Units Limited from 1 June 1969 to 25 December 2034.

NOTE: Lessee's Title registered under HD16623.

- 17 29 Graveley Avenue is subject to rights of entry for the purpose of inspecting repairing maintaining renewing or cleaning the property erected on 11 Cleveland Crescent.

- 18 The land is subject to rights of user of the sewers drains pipes watercourses wires cables and other services thereover therethrough or thereunder.

- 19 The land is subject to such rights of way on foot only over the communal areas and rights of user of the sewers, drains, pipes, watercourses, wires, cables and other services as are granted by the Leases specified in the schedule of leases hereto.

- 20 The Leases specified in the Schedule of Leases hereto which were made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed in Paragraph 2 of Schedule 2 of that Act.

- 21 The Leases specified in the Schedule of Leases hereto which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights specified in paragraph 2 of Schedule 6 of the Housing Act 1985.

- 22 An Agreement dated 1 August 1988 made between (1) Hertsmere Borough Council and (2) The Eastern Electricity Board relates to the laying user and maintenance of electric lines in the position shown by a blue broken line on the filed plan.

- 23 The parts of the land affected thereby thereby are subject to the following rights granted by a Deed dated 30 December 1988 made between (1) Hertsmere Borough Council and (2) The Eastern Electricity Board:-

"The Grantor as Beneficial Owner and pursuant to its powers contained in the Housing Act 1985 hereby grants unto the Board FULL RIGHT AND LIBERTY for the Board to lay maintain repair renew use alter inspect or remove electric cables and lines and conduits or pipes for containing the same where necessary (hereinafter referred to as "the said works") under the land (hereinafter called "the Land") being part of the

C: Charges Register continued

Grantors property registered under the above numbered title situate and known as Dacre Gardens Borehamwood in the position shown by a bold broken black line between the points A and B on the site plan on Drawing Number 32362 D Issue A annexed hereto AND ALSO full right and liberty to enter on and break up the surface of so much of the land of the Grantor as may be necessary from time to time for the purpose of laying and thereafter as occasion shall require relaying inspecting repairing renewing altering or removing the said works."

NOTE: The land shown by a bold broken black line between points A and B referred to has been shown by a blue broken line on the filed plan.

- 24 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 for the purpose of repairing and altering any buildings erected on the parts so edged and numbered in green.
- 25 The land is subject to such rights of way rights of drainage and rights in respect of the passage of air water, soil, electricity, gas and telephone and other services, rights of entry and support, the right to connect a television or wireless aerial and other rights as are granted by the leases specified in the Schedule of Leases hereto.
- 26 The land is subject to the following rights granted by a Transfer of the land edged and numbered HD322916 and HD311918 - HD322922 inclusive in green on the filed plan. dated 31 March 1994 made between (1) Hertsmeire Borough Council (the Council) and (2) Ridgehill Housing Association Limited (the Transferee):-

"TOGETHER WITH the rights and easements set forth in Schedule B hereto

SCHEDULE B

RIGHTS GRANTED

SUPPORT

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

RIGHTS OF WAY

2. The right for the Transferee and the owner or owners and occupiers for the time being of the Property or any part thereof and all persons authorised by it or them at all times and for all reasonable purposes connected with the use and enjoyment of the Property or any part thereof in common with the Council and all other persons to whom a like right has been or may hereafter be granted to pass and repass (with or without vehicles in the case of roads and accessways) over and along the Common Areas now or any replacement or renewal thereof thereafter forming part of the Remaining Land and not publicly adopted the Transferee or other persons as aforesaid bearing paying and contributing together with the Council or its successors in title a reasonable proportion according to the extent to which they use such right of the cost of repairing and maintaining the Common Areas which are not maintained at public expense PROVIDED THAT the Council 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 through the Remaining Land of the Common Areas as it shall in its absolute discretion think fit PROVIDED FURTHER THAT it does so whilst providing suitable alternative routes at its own expense causing minimum inconvenience and making good as soon as practicable any damage so caused and PROVIDED THAT any alternative route provided over the Remaining Land to the Property is adequate for the present use and occupation of the property.

REPAIRS

3. The right subject to not less than 7 days' prior written notice to the Council or its successors in title (except in case of emergency) to enter upon the Remaining Land with or without workmen and others materials and appliances for the purposes of repairing replacing

C: Charges Register continued

maintaining and/or decorating the Property and all or any buildings now erected or any replacement or renewal of such buildings and thereafter erected thereon within the Perpetuity Period (the person or person exercising such right making good forthwith at its his or their own expense all damage and loss caused thereby) and also during the Perpetuity Period to lay Service Conduits in over through or under the Common Areas now or where there is any replacement or renewal thereof thereafter forming part of the Remaining Land to serve the Property either alone or jointly or in common with the Remaining Land (the person exercising such right causing as little damage and inconvenience as possible and making good forthwith at his or their expense all damage and loss caused thereby) and SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Council or its successors in title for the duration of such works.

SERVICES

4. The free and uninterrupted right to the passage and running of water soil gas electricity or other fuel telephone television and other services to and from the Property through and along all Service Conduits as are now or where there is any replacement or renewal thereof as may during the Perpetuity Period be in through under or over the Remaining Land as are used or intended to be used jointly or in common with the Council and all other persons who are now or may hereafter be entitled to connect with or use the same or any of them the Transferee its successors in title or other persons as aforesaid bearing paying and contributing together with such other persons including the Council and its successors in title a fair proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing replacing maintaining renewing altering adjusting and cleansing the Service Conduits TOGETHER WITH the right and subject to not less than 7 days' prior written notice to the Council or its successors in title (except in case of emergency) to enter on to the Remaining Land with or without workmen and others materials and appliances for the purpose of connecting to laying inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Transferee or its successors in title causing as little inconvenience and damage as possible and making good forthwith at its his or their own expense all damage and loss caused thereby) SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Council or its successors in title for the duration of such works PROVIDED THAT this includes (subject as aforesaid) the right during the Perpetuity Period to make further connections and to lay in under through or over the Common Areas now or where there is any replacement or renewal thereof thereafter forming part of the Property such further Service Conduits as are reasonably necessary for any increased flow from time to time PROVIDED FURTHER THAT the Council may upon giving not less than 28 days written notice to the Transferee or its successors in title (except in case of emergency) from time to time alter the route of the Service Conduits in the Remaining Land as it shall in its absolute discretion think fit which shall not involve the Transferee in any additional expenditure by way of maintenance repair or otherwise PROVIDED ALWAYS THAT any alternative route is adequate for the present use and occupation of the Property AND PROVIDED FURTHER THAT the Council provides suitable alternative services at its own expense and causes during the course of such works minimum inconvenience and makes good forthwith any damage caused.

5. The rights to the unimpeded access and enjoyment of light and air to all windows now and during the Perpetuity Period in the buildings upon the Property and each and every part thereof now existing and to any replacement or renewal thereof thereafter erected upon the Property or any part thereof within the Perpetuity Period from or over the Remaining Land or any parts thereof."

27 (19.05.1994) A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered HD324455, HD324458, HD324460, HD324462, HD324464, HD324466, HD324468, HD324469, HD324472, HD324474, HD324477 and HD328827 in green on the filed plan and other land.

C: Charges Register continued

- 28 (19.05.1994) A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered HD322923 - HD322925 inclusive in green on the filed plan contains rights identical with those granted by the Transfer dated 31 March 1994 referred to above.
- 29 (19.05.1994) A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered HD322926 - HD322930 inclusive in green on the filed plan contains rights identical with those granted by the Transfer dated 31 March 1994 referred to above.
- 30 (19.05.1994) A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered HD322999 - HD323015 inclusive, HD323018 - HD323034 inclusive, HD323036 - HD323042 (even) inclusive HD323045 - HD323049 (odd) inclusive, HD323050, HD323052, HD323054, HD323057, HD323058, HD323062, HD323063, HD323065, HD323067 - HD323070 inclusive, HD323072 - HD323078 inclusive, HD323080, HD323081 and HD323083 - HD323086 inclusive in green on the filed plan contains rights identical with those granted by the Transfer dated 31 March 1994 referred to above.
- 31 (19.05.1994) A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered HD326671 - HD326701 (inclusive) HD326703 - HD326714 (Inclusive) and HD326716 and other land in green on the filed plan contains rights identical with those granted by the Transfer dated 31 March 1994 referred to above.
- 32 A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered HD318951 in green on the filed plan contains rights identical with those granted by the Transfer dated 31 March 1994 referred to above.
- 33 (19.05.1994) A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered HD318954 in green on the filed plan contains rights identical with those granted by the Transfer dated 31 March 1994 referred to above.
- 34 (19.05.1994) A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered HD318958 in green on the filed plan contains rights identical with those granted by the Transfer dated 31 March 1994 referred to above.
- 35 (19.05.1994) A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered HD322891 - HD322898 inclusive, HD322900 - HD322901 inclusive, HD322903 - HD322906 inclusive, HD322908, HD322910 - HD322913 inclusive and HD322915 in green on the filed plan contains rights identical with those granted by the Transfer dated 31 March 1994 referred to above.
- 36 (19.05.1994) A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered in HD324546, HD324550, HD324553, HD324554, HD324556, HD324558, HD324560, HD324561, HD324564, HD324566, HD324568, HD324570, HD324572, HD324574, HD324576, HD324577, HD324579, HD324581 - HD324625 (inclusive) in green on the filed plan and other land contains rights identical with those granted by the Transfer dated 31 March 1994 referred to above.
- 37 (19.05.1994) A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered HD324524, HD324526, HD324528, HD324530, HD324533, HD324535, HD324536, HD324538, HD324540, HD324543 - HD324545, HD324547, HD324551, HD324552, HD324555, HD324557, HD324559, HD324562, HD324565, HD324567, HD324569, HD324571, HD324573, HD324575 and HD324578 in green on the filed plan contains rights identical with those granted by the Transfer dated 31 March 1994

C: Charges Register continued

referred to above.

- 38 (19.05.1994) A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered HD323099, HD323100 and HD323101 in green on the filed plan contains rights identical with those granted by the Transfer dated 31 March 1994 referred to above.
- 39 (19.05.1994) A Transfer dated 31 March 1994 made between (1) Hertsmere Borough Council (The Council) and (2) Ridgehill Housing Association Limited (the Transferee) of the land edged and numbered HD323394 in green on the filed plan and other land contains rights identical with those granted by the Transfer dated 31 March 1994 referred to above.
- 40 (08.06.2001) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 11 May 2001 made between (1) Hertsmere Borough Council (2) Ridgehill Housing Association Limited and (3) Ian George Beach and Sandra Ann Beach:-

"The Council with full title guarantee hereby grants to the Covenantor the rights set out in the Third Schedule hereto

THIRD SCHEDULE

HEREINBEFORE REFERRED TO

A right to construct a vehicular and pedestrian access over the land coloured blue on the attached plan together with a right of way at all times thereafter with or without vehicles over the said land coloured blue pending adoption of the same as a public highway SUBJECT TO the Covenantor and his successors in title maintaining and repairing the accessway in good repair and condition."

The land coloured blue referred to is tinted blue on the Supplementary Plan No 2.

- 41 (19.09.2006) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electricity sub-station at Dacre Gardens dated 15 April 1977 referred to in the schedule of leases hereto.

-NOTE: Copy lease filed under HD458348.

- 42 (12.05.2008) 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.

- 43 (23.12.2011) By a Deed dated 21 December 2011 made between (1) Hertsmere Borough Council and (2) Dillons Stores Limited the terms of the lease dated 15 June 2005 referred to in the schedule of leases hereto were varied.

-NOTE: Copy Deed filed under HD443428.

- 44 (21.11.2013) A Transfer of the land edged and numbered HD530224 in green on the title plan dated 20 November 2013 made between (1) Hertsmere Borough Council (Transferor) and (2) Eastern Power Networks PLC (Transferee) contains restrictive covenants.

-NOTE: Copy filed under HD530224.

- 45 (21.11.2013) The land is subject to the rights granted by the Transfer dated 20 November 2013 referred to above.

Schedule of notices of leases

- | | | | | |
|---|----------------|--|--------------------------|----------|
| 1 | 22.07.1982 | 43 Grantham Green, (First Floor Flat, Garden Ground) | 16.06.1982 | HD154209 |
| | 1 (Part of) | | 125 years from 16.6.1982 | |
| 2 | 16.08.1982 | 9 Gaitshill House, (First Floor Flat), Shed | 29.06.1982 | HD155264 |
| | 2 (Part of): 3 | | 125 years from | |

Schedule of notices of leases continued

	(Part of)		29.6.1982	
3	17.08.1982 4 (Part of)	44 Lemsford Court, (Second Floor Flat)	23.06.1982 125 years from 23.6.1982	HD155311
4	24.08.1982 5 (Part of)	33 Hackney Close, (First Floor Flat)	28.07.1982 125 years from 28.7.1982	HD155566
5	22.02.1983 6 (Part of)	97 Balmoral Drive	07.02.1983 125 years from 7.2.1983	HD162889
6	22.09.1982 7 (Part of), 8	64 Dacre Gardens, (First Floor Flat), Garden Ground	27.07.1982 125 years from 27.7.1982	HD156697
7	08.08.1983 10 (Part of)	51 Grantham Green, (Ground Floor Maisonette and Garden Ground	31.05.1983 125 years from 16.6.1982	HD169274
8	11.10.1983 9 (Part of)	91 Balmoral Drive (First Floor Flat)	01.07.1983 125 years from 7.2.1983	HD171737
9	21.08.1986 11, 12	25 Tempsford Avenue, (First Floor Flat), Garden Ground	24.07.1986 125 years from 24.7.1986	HD212067
10	14.10.1986 13, 14, 15	29 Tempsford Avenue, (Ground Floor Flat), Garden Ground, Garden Ground	09.09.1986 125 years from 24.7.1986	HD214877
11	08.01.1987 16 (Part of) 17	70 Dacre Gardens, Borehamwood, (First Floor Flat)	10.12.1986 125 years from 27.7.1982	HD219289
12	11.03.1987 21 (Part of)	47 Hackney Close, (Second Floor Flat)	03.02.1987 125 years from 3.2.1987	HD222635
13	18.05.1987 18 (Part of), 19	115 Balmoral Drive, (Ground Floor Flat), Garden	13.04.1987 125 years from 7.2.1983	HD225642
14	03.06.1987 21 (Part of)	94 Tempsford Avenue, (Second Floor Flat)	18.05.1987 125 years from 18.3.1986	HD226250
15	31.07.1987 23	101 Balmoral Drive	05.06.1987 125 years from 7.3.1983	HD228090
16	25.08.1987 22 (Part of)	106 Tempsford Avenue, (Second Floor Flat)	21.07.1987 125 years from 21.7.1987	HD230082
17	18.09.1987 24 (Part of), 25	111 Balmoral Drive, (Ground Floor Flat), Garden Ground	21.08.1987 125 years from 7.2.1983	HD231219
18	07.10.1987 27 (Part of), 26	72 Dacre Gardens, (First Floor Maisonette), Garden Ground	18.08.1987 125 years from 27.7.1982	HD232176
19	02.11.1987 16 (Part of), 28 & 29	66 Dacre Gardens, (Ground Floor Flat), Garden Ground	05.10.1987 125 years from 27.7.1982	HD233422
20	11.02.1988 21 (Part of)	43 Hackney Close, (First Floor Flat)	12.01.1988 125 years from 28.7.1982	HD238694
21	29.02.1988 14 (Part of)	19 Bevan House, Ripon Way, (Second and third floors)	10.02.1988 125 years from 10.2.1987	HD239531

Schedule of notices of leases continued

22	06.04.1988 23 (Part of)	109 Balmoral Drive, (Second Floor)	29.02.1988 125 years from 7.2.1983	HD241100
23	06.04.1988 18 (Part of), Edged and nod in yellow	158 Tempsford Avenue, (Ground Floor)	27.11.1987 125 years from 27.11.1987	HD241098
24	27.04.1988 20 (Part of), 21 (Part of)	198 Manor Way, (Ground and First Floor), 198 Manor Way, (Ground and First Floor)	13.04.1988 125 years from 13.4.1988	HD242143
25	27.04.1988 19 (Part of)	136 Tempsford Avenue, (First Floor Flat)	24.03.1988 125 years from 24.3.1988	HD242144
26	10.05.1988 30 (Part of)	23 Hackney Close, (Second floor)	31.03.1988 125 years from 3.2.1982	HD242703
27	27.06.1988 21 (Part of)	90 Tempsford Avenue, (First Floor)	27.05.1988 125 years from 27.11.1987	HD244951
28	15.07.1988 30 (Part of), 31	77 Balmoral Drive, (Ground Ground), Garden Ground	10.06.1988 125 years from 7.3.1983	HD245794
29	06.09.1988 32 (Part of)	46 Lemsford Court, (Second Floor Flat)	08.08.1988 125 years from 23.6.1982	HD248470
30	04.11.1988 35 (Part of)	45 Hackney Close, (First Floor Flat)	09.03.1987 125 years from 28.7.1982	HD240789
31	04.11.1988 33 (Part of), 34	17 Tempsford Avenue, (First Floor Maisonette), Garden Ground	19.09.1988 125 years from 24.7.1988	HD252091
32	30.11.1988 7 (Part of), 36, 37	60 Dacre Gardens, (Ground Floor Flat), Garden Ground, Garden Ground	18.10.1988 125 years from 27.7.1982	HD253666
33	03.03.1989 38 (Part of), 39, 40	4 Nicoll Way, (Ground Floor Flat), Garden Ground, Garden Ground	03.02.1989 125 years from 3.2.1989	HD258257
34	03.10.1989 38 (Part of), 41	8 Nicoll Way, (First Floor Flat), Garden Ground	21.08.1989 125 years from 3.2.1989	HD265914
35	16.11.1989 42 (Part of)	128 Tempsford Avenue, (Second Floor Flat)	07.09.1989 125 years from 27.11.1987	HD265452
36	16.11.1989 Edged & No'd in yellow, 14 (Part of)	5 Bevan House, (Ground and First Floor Flat)	05.05.1989 125 years from 10.2.1988	HD267525
37	27.02.1990 18 (Part of), 24 (Part of)	119 Balmoral Drive, (First Floor Flat), 119 Balmoral Drive, (First Floor Flat)	22.01.1990 125 years from 7.2.1983	HD270930
38	31.05.1990 48	3 Tinwell Mews	21.05.1990 90 years from 21.5.1990	HD274182
		NOTE: The lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances therein mentioned		
39	15.06.1990 55	6 Newton Crescent	04.06.1990 99 years from	HD274726

Schedule of notices of leases continued

			4.6.1990	
	NOTE: The lease contains provisions entitling	the tenant to require		
	that the freehold estate in the land demised	be transferred in the		
	circumstances therein mentioned			
40	20.06.1990	5 Tinwell Mews	11.06.1990	HD274852
	50		99 years from	
			11.6.1990	
	NOTE: The lease contains provisions entitling	the tenant to require		
	that the freehold estate in the land demised	be transferred in the		
	circumstances therein mentioned			
41	20.06.1990	2 Newton Crescent	01.06.1990	HD274853
	64		99 years from	
			1.6.1990	
	NOTE: The lease contains provisions entitling	the tenant to require		
	that the freehold estate in the land demised	be transferred in the		
	circumstances therein mentioned			
42	28.06.1990	6 Tinwell Mews	18.06.1990	HD275141
	51		99 years from	
			18.6.1990	
	NOTE: The lease contains provisions entitling	the tenant to require		
	that the freehold estate in the land demised	be transferred in the		
	circumstances therein mentioned			
43	04.07.1990	7 Newton Crescent	25.06.1990	HD275316
	56		99 years from	
			25.6.1990	
	NOTE: The lease contains provisions entitling	the tenant to require		
	that the freehold estate in the land demised	be transferred in the		
	circumstances therein mentioned			
44	09.07.1990	6 Nicoll Way, Garden	11.12.1989	HD275437
	38, 44, 45	Ground, Garden Ground	125 years from	
			3.2.1989	
45	09.07.1990	3 Newton Crescent	15.06.1990	HD275451
	65		99 years from	
			15.6.1990	
	NOTE: The lease contains provisions entitling	the tenant to require		
	that the freehold estate in the land demised	be transferred in the		
	circumstances therein mentioned			
46	09.07.1990	19 Kimbolton Green	02.07.1990	HD275464
	43		99 years from	
			2.7.1990	
	NOTE: The lease contains provisions entitling	the tenant to require		
	that the freehold estate in the land demised	be transferred in the		
	circumstances therein mentioned			
47	12.07.1990	1 Newton Crescent	25.06.1990	HD275620
	70		99 years from	
			25.6.1990	
	NOTE: The lease contains provisions entitling	the tenant to require		
	that the freehold estate in the land demised	be transferred in the		
	circumstances therein mentioned			
48	12.07.1990	29 Grantham Green	25.06.1990	HD275621
	46		99 years from	
			25.6.1990	
	NOTE: The lease contains provisions entitling	the tenant to require		
	that the freehold estate in the land demised	be transferred in the		
	circumstances therein mentioned			
49	26.07.1990	4 Tinwell Mews	16.07.1990	HD276094
	52		99 years from	
			16.7.1990	
	NOTE: The lease contains provisions entitling	the tenant to require tha		
	the freehold estate in the land demised by transferred in the			
	circumstances therein mentioned			
50	06.08.1990	21 Knebworth Path	20.07.1990	HD276409
	47		99 years from	
			20.7.1990	

Schedule of notices of leases continued

NOTE: The lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances therein mentioned

51 13.08.1990 32 Grantham Green 30.07.1990 HD276626
48 99 years from
30.7.1990

NOTE: The lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances therein mentioned

52 20.08.1990 1 Tinwell Mews 30.04.1990 HD276856
52 99 years from
30.4.1990

NOTE 1: The lease comprises also other land.

NOTE 2: The lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances therein mentioned

53 04.09.1990 2 Tinwell Mews 09.07.1990 HD277283
54 99 years from
9.7.1990

NOTE 1: The lease comprises also other land.

NOTE 2: The lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances therein mentioned

54 18.09.1990 4 Newton Crescent 13.08.1990 HD277722
57 99 years from
13.8.1990

NOTE: The lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances therein mentioned

55 20.09.1990 10 Newton Crescent 03.09.1990 HD277895
58 (Part of) 99 years from
24.6.1990

NOTE: The lease contains provisions entitling the tenant to purchase a lease of the demised premises for a term corresponding to the then unexpired term granted by this lease on the terms therein mentioned

56 20.09.1990 5 Newton Crescent 28.08.1990 HD277927
59 99 years from
28.8.1990

NOTE: The lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances therein mentioned

57 12.10.1990 68 Lemsford Court, (Ground 08.10.1990 HD278638
60, 61 Floor Flat), Garden Ground 125 years from
23.6.1982

NOTE: The lease contains provisions entitling the tenant to purchase a lease of the demised premises for a term corresponding to the then unexpired term granted by this lease on the terms therein mentioned

58 18.10.1990 8 Newton Crescent, (Ground 01.10.1990 HD278852
58 (Part of) Floor Flat and Bin Store) 99 years from
24.6.1990

NOTE: The lease contains provisions entitling the tenant to purchase a lease of the demised premises for a term corresponding to the then unexpired term granted by this lease on the terms therein mentioned

59 31.10.1990 38 Lemsford Court, (Ground 22.10.1990 HD279219
32 (Part of), Floor Flat), Garden Ground 125 years from
69 23.6.1982

NOTE: The lease contains provisions entitling the tenant to purchase a lease of the demised premises for a term corresponding to the then unexpired term granted by this lease on the terms therein mentioned

60 06.11.1990 27 Grantham Green 22.10.1990 HD279376
63 99 years from

Schedule of notices of leases continued

			22.10.1990	
	NOTE: The lease contains provisions entitling the tenant to require that the freehold estate in the land demised be transferred in the circumstances therein mentioned			
61	05.12.1990 66 (Part of)	9 Newton Crescent, (Ground Floor Flat)	28.09.1990 99 years from 24.6.1990	HD280588
	NOTE: The lease contains provisions entitling the tenant to purchase a lease of the demised premises for a term corresponding to the then unexpired term granted by this lease on the terms therein mentioned			
62	28.12.1990 67 (Part of)	74 Lemsford Court, (Second Floor Flat)	29.10.1990 125 years from 23.6.1982	HD281207
	NOTE: The lease contains provisions entitling the tenant to purchase a lease of the demised premises for a term corresponding to the then unexpired term granted by this lease on the terms therein mentioned			
63	07.01.1991 66 (Part of)	11 Newton Crescent, (First Floor Flat)	05.12.1990 99 years from 24.6.1990	HD281365
	NOTE: The lease contains provisions entitling the tenant to purchase a lease of the demised premises for a term corresponding to the then unexpired term granted by this lease on the terms therein mentioned			
64	07.01.1991 68 (Part of)	85 Balmoral Drive, (Second Floor Flat)	03.12.1990 125 years from 7.2.1983	HD281368
65	17.05.1991 71 (Part of)	150 Tempsford Avenue, (First Floor)	30.04.1991 99 years from 27.11.1987	HD285377
66	22.05.1991 72 (Part of), 73	129 Balmoral Drive, (Ground Floor Flat), Garden Ground	10.05.1991 125 years from 7.2.1983	HD285520
67	28.10.1992 74 (Part of)	168 Tempsford Avenue, (Ground Floor Flat) and Garden Ground	09.10.1992 125 years from 27.11.1987	HD301668
68	07.07.1993 21 (Part of)	214 Manor Way, (Second and Third Floor Flat)	30.06.1993 125 years from 13.4.1988	HD308426
69	04.08.1993 76 (Part of)	25 Hackney Close, (Second Floor Flat)	28.05.1993 125 years from 3.2.1982	HD309424
70	26.01.2006 79 (part of)	15a Howard Drive (first and second floor flat)	06.01.2006 35 years from 6.1.2006	HD449178
71	09.02.2006 78 (part of)	17a Howard Drive (first and second floor flat)	20.01.2006 35 years from 20.1.2006	HD449821
72	16.01.2007	Electricity sub-station, Ripon Way	28.06.1965 60 years from 29.9.1958	HD463790
73	06.03.2007 36 (part of)	7 Howard Drive (ground floor shop)	31.07.2006 15 years from 31.7.2006	HD465843
74	08.02.2011	9 and 9a Howard Drive, (lock up shop and flat)	27.10.2010 15 years from 16.11.2010	HD506876
75	23.12.2011	3, 5 and 5a Howard Drive	15.06.2005 15 years from 15.06.2005	HD443428

NOTE: See entry in the Charges Register relating to a Deed of Variation dated 21 December 2011.

Title number HD406290

Schedule of notices of leases continued

76	22.03.2017 80	13 Howard Drive	06.03.2017 10 years from 10 April 2017	HD562683
	NOTE: This is a reversionary lease.			
77	08.08.2017 84 (part of)	1 Howard Drive (ground floor shop)	02.08.2017 10 years from 02.08.2017	HD566426

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 12:02:06. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD433198

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (10.08.2004) 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 south side of Allum Lane, Elstree, Borehamwood.
- 2 (10.08.2004) The land has the benefit of the following rights granted by the Conveyance dated 15 July 1960 referred to in the Charges Register:-

"TOGETHER with full and free right and liberty to discharge water and sewage from the property hereby conveyed and any buildings now or hereafter erected thereon through such part of the drain indicated on the said plan by a blue line as passes through the property coloured pink on the said plan subject to the payment of a fair proportion of the charges of cleansing and repairing such part of the said drain as passes through the said property coloured pink on the said plan"

NOTE: The blue line referred to is shown by a blue broken line on the title plan. The property coloured pink referred is tinted pink on the title 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 (10.08.2004) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Hertfordshire WD6 1WA.
- 2 (10.08.2004) The Conveyance to the proprietor contains a covenant to observe and perform the covenants contained in a Conveyance dated 12 September 1958 made between (1) The Right Hon. Walter Durant Baron and (2) Douglas Stanley Dalton and of indemnity in respect thereof.

NOTE: No copy of the Conveyance referred to above was lodged on first registration.

C: Charges Register

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

- 1 (10.08.2004) The land is subject to the following rights reserved by a

Title number HD433198

C: Charges Register continued

Conveyance of the land in this title and other land dated 15 July 1960 made between (1) The Right Hon. Walter Durant Baron Aldenham and (2) The Rural District Council Of Elstree:-

"subject nevertheless to (a) such rights of way or other easements as may be subsisting in respect of the the lands coloured brown on the said plan and the said foot-path"

NOTE: The land coloured brown referred to is tinted brown on the title plan.

- 2 (31.12.2013) 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.

Schedule of notices of leases

1	31.12.2013	land at Radnor Hall	23.09.2013	HD531197
	Edged and		50 years from	
	numbered 1 in		01.01.1989	
	blue			

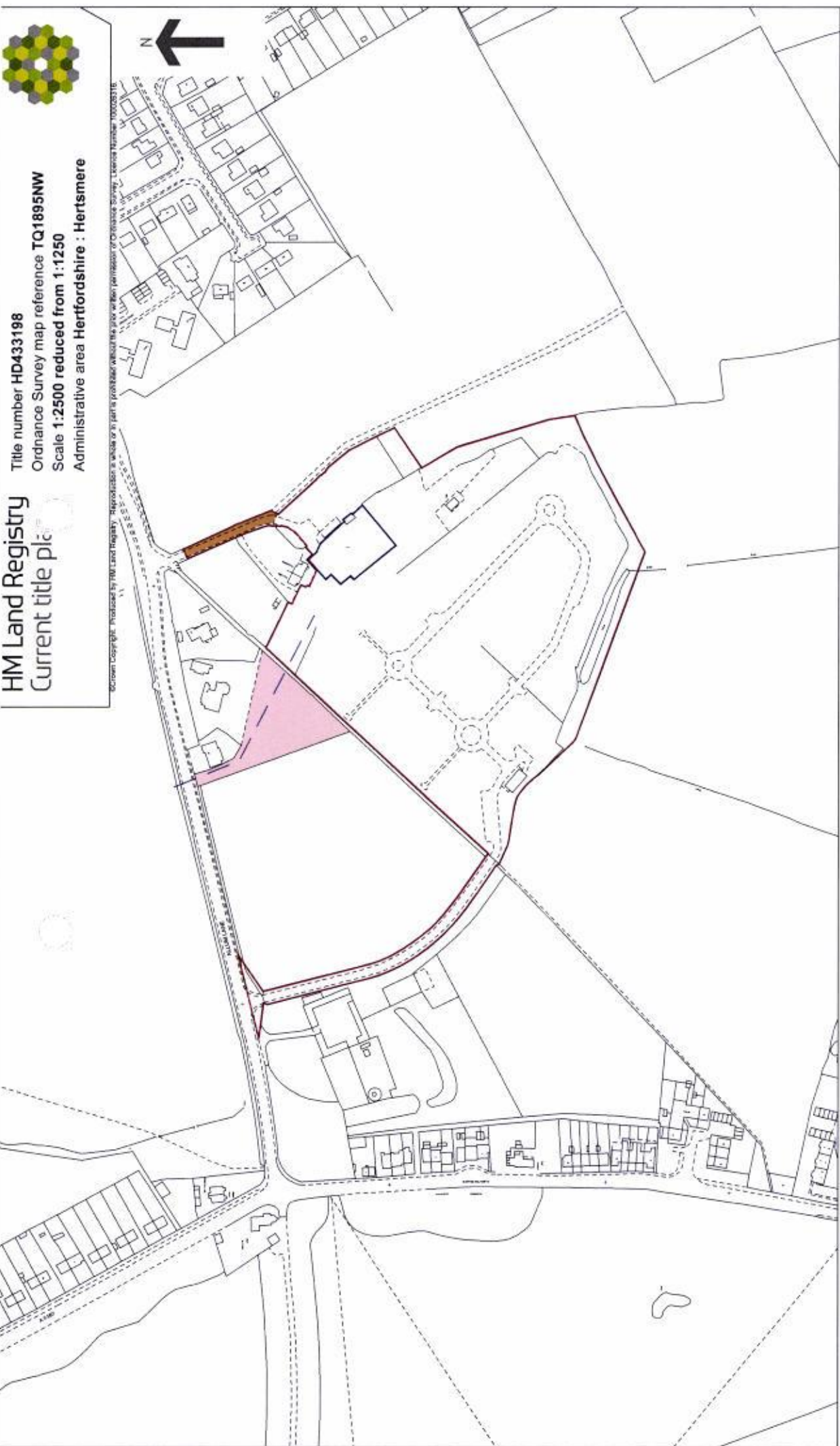
End of register



HM Land Registry
 Current title plan

Title number HD433198
 Ordnance Survey map reference TQ1895NW
 Scale 1:2500 reduced from 1:1250
 Administrative area Hertfordshire : Hertsmere

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This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 19 December 2018 at 12:03:07. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 11:22:42. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD433602

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (23.08.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land forming part of Caishowe Road, part of Oddesey Road, and part of Cowley Hill, and garages lying to the south east of Caishowe Road, Borehamwood.
- 2 (23.08.2004) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.
- 3 (23.08.2004) By Transfers and Conveyances of adjacent or neighbouring land pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.
- 4 (12.11.2015) 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 (23.08.2004) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

- 1 (23.08.2004) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Dacorum Borough Council or its predecessors in title.
- 2 (23.08.2004) A Wayleave Agreement dated 29 October 1928 under the hand of Walter Thomas Lear relates to erection or laying, maintenance, repair and removal of electric lines and works.

-NOTE: Copy filed.

C: Charges Register continued

3 (23.08.2004) The parts of the land affected thereby are subject for a term of 99 years from 25 December 1951 to the rights granted by a Lease of an electricity substation at the rear of 28 and 40 Caishowe Road dated 14 May 1952 made between (1) The Rural District Council for the Rural District of Elstree and (2) The Eastern Electricity Board.

-NOTE: Copy filed.

4 (23.08.2004) The land is subject to the rights granted by a Deed of Grant dated 26 February 1992 made between (1) Hertsmere Borough Council and (2) Eastern Electricity PLC.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

5 (23.08.2004) The land is subject to the rights granted by a Deed of Grant dated 20 May 2002 made between (1) Hertsmere Borough Council and (2) Transco PLC.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 11:27:13. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD433872

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (01.09.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land comprising Hartforde Road and Brodewater Road, land comprising part of Broughinge Road, Delamere Road, Cowley Hill, Oddessey Road, Caishowe Road and Winstre Road, land and buildings lying to the south west of Bracken Close, land and buildings lying to the south west of Winstre Road and 95 - 109 (odd) Hartforde Road, Borehamwood.

NOTE: The land tinted green on the title plan is not included the title.

- 2 (01.09.2004) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.
- 3 (01.09.2004) By Transfers and Conveyances of adjacent or neighbouring land pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.
- 4 (01.09.2004) The land has the benefit of such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were reserved by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.
- 5 (01.09.2004) The Conveyance dated 29 July 1946 referred to in the Charges Register contains a provision as to light or air.

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 (01.09.2004) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

Title number HD433872

- 1 (01.09.2004) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.
- 2 (01.09.2004) The parts of the land affected thereby together with other land other land is subject to the payment of two yearly sums of £2. each payable to the poor of Elstree and of a yearly sum of 6/8d payable to the Lord of the Manor of Elstree (if and so far as the same are legally recoverable and have not been redeemed) but has the benefit of a partial indemnity contained in a Deed dated 20 November 1884 made between (1) Arthur William Webb (2) John Brodie and others and (3) Samuel Johnson and a complete indemnity contained in a Deed dated 11 June 1885 made between (1) Thomas Allen Hickley and John Charles Tucker Steward and (2) Anne Shaw.
- 3 (01.09.2004) A Conveyance of the land tinted blue, tinted brown and tinted yellow on the title plan and other land dated 18 May 1925 made between (1) Henry James Wise (2) H.E Clifford (3) Henry James Wise and H.V Scott and (4) Walter Thomas Lear contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 4 (01.09.2004) A Conveyance of the land tinted yellow on the title plan and other land dated 23 August 1928 made between (1) Walter Thomas Lear (2) Ludwig Blattner and (3) Ludwig Blattner Picture Corporation Limited contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 5 (01.09.2004) By a Conveyance of the land tinted blue, tinted mauve, tinted pink, tinted brown and edged brown on the title plan and other land dated 9 October 1934 made between (1) Walter Thomas Lear and (2) Provincial Garden Cities Limited the land tinted pink, tinted blue and edged brown on the title plan together with other land was conveyed subject to stipulations details of which are set out in the schedule of restrictive covenants hereto.

NOTE: No copy of the covenant to observe the said stipulations was supplied on first registration.

- 6 (01.09.2004) The land tinted blue, tinted mauve, tinted pink, tinted brown and edged brown on the title plan is subject to the following rights reserved by the Conveyance dated 9 October 1934 referred to above:-

EXCEPTION AND RESERVATION unto the Vendor and the persons deriving title under him of the right at any time to erect or suffer to be erected any buildings or other erections and to alter any buildings or other erections then standing or thereafter to be erected on any part of the adjoining land of the Vendor in such a manner as to obstruct or interfere with the passage of light or air to any building which was or might be erected upon any part of the property thereby conveyed and it was thereby declared that the Purchasers should not be entitled to any right of access of light or air to buildings to be erected on the land thereby conveyed which would restrict or interfere with the free user of any part of the Vendor's said land for building or other purposes and there should be excepted and reserved to the Vendor and the persons deriving title under him the right to sell lease or otherwise deal with any of his adjoining or neighbouring land either subject to or free from any of the stipulations and restrictions mentioned in the 3rd Schedule thereto and all privileges in respect of light or air now enjoyed over the Vendor's adjoining or neighbouring land in respect of the premises hereby conveyed should be deemed to be so enjoyed by the license or consent of the Vendor or the persons deriving title under him and not as of right.

- 7 (01.09.2004) The land tinted blue, tinted brown and tinted yellow on the title plan is subject as mentioned a Deed dated 23 July 1935 made between (1) Provincial Garden Cities Limited and (2) The Rural District Council of Barnet.

-NOTE: Copy filed.

- 8 (01.09.2004) The land tinted blue, tinted brown and tinted yellow on the title plan is subject to the rights reserved by a Conveyance of the

C: Charges Register continued

land in this title and other land dated 29 July 1946 made between (1) Provincial Garden Cities Limited and (2) The Rural District Council of Elstree.

-NOTE: Copy filed.

- 9 (01.09.2004) The parts of the land affected thereby is subject to the rights granted by a Deed dated 20 May 2002 made between (1) Hertsmere Borough Council and (2) Transco PLC.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

- 10 (01.09.2004) 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. In addition, certain leases grant the exclusive use of the car parking spaces as more particularly described in the Schedule of Leases.

- 11 (01.04.2011) The parts of the land affected thereby are subject to the rights granted by a Lease of 97,97a, 99 and 99a Hartforde Road dated 18 March 2011 referred to in the schedule of leases hereto.

-NOTE: Copy lease filed under HD507914 .

- 12 (25.10.2011) By a Deed dated 20 October 2011 made between (1) Hertsmere Borough Council and (2) Martin McColl Limited the terms of the lease dated 18 March 2011 of 97, 97a, 99 and 99a Hartforde Road referred to in the schedule of leases hereto were varied.

-NOTE: Copy Deed filed under HD507914.

Schedule of restrictive covenants

- 1 (01.09.2004) The following are details of the stipulations contained in the Conveyance dated 9 October 1934 referred to in the Charges Register:-

1. No hut caravan house on wheels or other chattels adapted or intended for use as a dwelling or sleeping apartment shall be erected made placed or used or allowed to remain on any part of the land (hereinafter referred to as the said land) coloured deep pink on the plan attached hereto nor shall any hoarding or bill posting or advertising station be erected placed or allowed to remain on any part of the said land

2. No building or erection of any kind other than fences is to be built or erected nearer to the boundaries of the said land than the line marked Building Line upon the said plan

3. No building or erection of any kind shall at any time be erected on any part of the said land except dwellinghouses flats or maisonettes or private motor garage or garages or other buildings suitable for use in conjunction with any such building Not more than 8 dwellinghouses shall be erected on any one acre of the said land No dwellinghouse shall be erected the net first cost of which calculated in labour and materials alone shall be less in the case of the part of the said land edged blue fronting on Green Street £500 and in the case of the rest of the land £350

4. No building or erection of any kind intended to be of a permanent nature shall be at any time erected on the said land unless and until plans and elevations thereof including a block plan showing the proposed position of the building and of every outbuilding boundary wall and fence (if any) shall have been previously submitted to and approved of in writing by the Vendor or the Surveyor for the time being of the Vendor which approval shall not be unreasonably withheld All roofs to be tiled or slated unless special slates have been submitted to and passed by the Vendor's Surveyor No such building or erection of any kind shall be erected save in accordance with the plans and elevations approved in respect of the same.

Schedule of restrictive covenants continued

5. Except with the previous consent in writing of the Vendor or the Surveyor for the time being of the Vendor (which shall not be unreasonably withheld) and in all respects in conformity with the conditions of such consent no alteration shall at any time be made in any of the elevations or exterior portions of any buildings or erections at any time erected on the said land

6. No operative or manufacturing machinery shall at any time be fixed or placed upon any part of the said land and no trade or business shall be carried on thereon nor shall any placard or hoarding be set up thereon other than such as may relate to the letting or selling of any dwellinghouse built thereon nor anything done or permitted to be done thereon which may be or become a nuisance to the Vendor the neighbours or adjoining owners or occupiers and may tend to lessen or depreciate the value of the adjoining property

7. No sand earth clay loam or gravel shall be dug out of any part of the said land except so far as may be necessary for building or gardening purposes and no refuse shall be deposited thereon.

NOTE: The land coloured deep pink referred to above is tinted blue, tinted pink and edged brown on the title plan so far as it affects the land in this title. The building line referred to above is shown by a blue broken line on the title plan.

Schedule of notices of leases

1	01.09.2004 Edged and numbered 3 and 4 in blue	105 and 105a Hartforde Road	18.01.1995 14 years from 1.5.1993	
2	01.09.2004 Edged and numbered 5 and 6 in blue	103 and 103a Hartforde Road	19.12.1997 15 years from 1.5.1992	
3	01.09.2004 Edged and numbered 9 and 10 in blue	101 and 101a Harforde Road	11.09.2000 5 years from 11.9.2000	
4	03.05.2006 Edged and numbered 15, 16 and 17 in blue	107 & 107a Hartforde Road and parking spaces	10.03.2006 15 years from 30.8.2005	HD452299
5	01.04.2011 Edged and numbered 7, 8, 11 and 12 in blue (NSE) NOTE: This lease grants the exclusive use of the car parking space edged and numbered 1 in mauve on the title plan. See entry in the Charges Register relating to a Deed of variation dated 20 October 2011.	97, 97a, 99 and 99a Hartforde Road	18.03.2011 10 years from 18.03.2011	HD507914
6	10.12.2012 Edged and numbered 1 and 2 in blue	109 and 109a Hartforde Road	23.11.2010 15 years from 16.11.2010	HD521871
7	02.03.2018 Edged and numbered 13 in blue (part of); Edged and numbered 14 in blue	95 Hartforde Road (Ground floor shop); Rear yard	07.12.2017 20 years from 7 December 2017	HD571665

End of register



Map scale 1:1250

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Data last updated 10:00pm 12 DECEMBER, 2018



Title number	Estate information	Address
HD433872	Freehold	<p>109 HARTFORDE ROAD, BOREHAMWOOD WD6 5HY</p> <p>101 HARTFORDE ROAD, BOREHAMWOOD WD6 5HY</p> <p>99 HARTFORDE ROAD, BOREHAMWOOD WD6 5HY</p> <p>97-99 HARTFORDE ROAD, BOREHAMWOOD WD6 5HY</p> <p>105 HARTFORDE ROAD, BOREHAMWOOD WD6 5HY</p> <p>103 HARTFORDE ROAD, BOREHAMWOOD WD6 5HY</p> <p>101A HARTFORDE ROAD, BOREHAMWOOD WD6 5HY</p> <p>103A HARTFORDE ROAD, BOREHAMWOOD WD6 5HY</p> <p>105A HARTFORDE ROAD, BOREHAMWOOD WD6 5HY</p> <p>107A HARTFORDE ROAD, BOREHAMWOOD WD6 5HY</p> <p>109A HARTFORDE ROAD, BOREHAMWOOD WD6 5HY</p> <p>95A HARTFORDE ROAD, BOREHAMWOOD WD6 5HY</p> <p>97A HARTFORDE ROAD, BOREHAMWOOD WD6 5HY</p> <p>99A HARTFORDE ROAD, BOREHAMWOOD WD6 5HY</p> <p>LAND COMPRISING HARTFORDE ROAD, BOREHAMWOOD</p> <p>LAND COMPRISING PART OF BROUGHINGE ROAD, BOREHAMWOOD</p> <p>LAND COMPRISING BRODEWATER ROAD, BOREHAMWOOD</p> <p>LAND AND, BUILDINGS TO THE SOUTH WEST OF WINSTRE ROAD, BOREHAMWOOD</p>



Title number	Estate information	Address
		<p>LAND AND, BUILDINGS LYING TO THE SOUTH WEST OF BRACKEN CLOSE, BOREHAMWOOD</p> <p>PART OF WINSTRE ROAD, BOREHAMWOOD</p> <p>PART OF CAISHOWE ROAD, BOREHAMWOOD</p> <p>PART OF ODDESEY ROAD, BOREHAMWOOD</p> <p>PART OF COWLEY HILL, BOREHAMWOOD</p> <p>LAND COMPRISING PART OF DELAMERE ROAD, BOREHAMWOOD</p> <p>107 HARTFORDE ROAD, BOREHAMWOOD WD6 5HY</p> <p>95 HARTFORDE ROAD, BOREHAMWOOD WD6 5HY</p>

HM Land Registry
Current title plan

Title number HD433602
Ordnance Survey map reference TQ1997NE
Scale 1:2500 reduced from 1:1250
Administrative area Hertfordshire : Hertsmere



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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 12:03:58. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD442622

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land comprising part of Linton Avenue and part of Croxdale Road and Old Haberdashers sports ground, Croxdale Road, Borehamwood.
- 2 The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.
- 3 (30.06.2005) By Transfers and Conveyances of adjacent or neighbouring land pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.
- 4 (30.06.2005) The land has the benefit of such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were reserved by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.
- 5 (31.10.2006) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

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: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

- 1 (30.06.2005) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.

C: Charges Register continued

- 2 (04.08.2006) A Conveyance of the land tinted yellow on the title plan and other land dated 28 October 1922 made between (1) Mary Campbell, Charles Hext Cotesworth and Adrian St Vincent Keyes (2) Mary Campbell and (3) Edward Henry Sandon contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 3 (30.06.2005) A Conveyance of the land tinted pink on the title plan and other land dated 7 April 1936 made between (1) Walter Thomas Lear (Vendor) and (2) Old Haberdashers Sports Ground Limited (Purchaser) contains the following covenants:-

"The Purchaser for itself and its successors in title and assigns with 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 building estate of the Vendor adjacent to the said land but not so as to render the Purchaser personally liable for any breach of covenant committed after the Purchaser has parted with all interest in the property in respect of which such breach shall occur hereby covenants with the Vendor and his successors in title to at all times hereafter observe and perform the restrictions in relation to the property hereby conveyed as are set forth in the First Schedule hereto Provided always (1) that nothing herein contained shall prevent the user by the Purchaser of the land coloured green in the said plan as a football tennis or cricket ground or for the playing of other sport of a like nature

The First Schedule above referred to

1. Not more than one house shall be erected on each quarter of an acre of the property hereby agreed to be sold which house exclusive of outbuildings (other than domestic offices) shall not be of less value than Eight hundred and fifty pounds based on present values but to be reduced or increased as the case may require The value of any house shall be taken at its first net cost in materials and labour of construction only estimated at the lowest current rates. Any question as to value shall be settled by the Vendor's Surveyor whose decision shall be final. Each house shall have a minimum frontage of forty feet to any road Provided always that the Purchaser may erect on such land a groundsman's house or accommodation at such prime cost as shall be deemed fit and provided always that such house shall be used only by a servant of the Purchaser
2. The Purchaser shall within three months after being called upon by the Vendor so to do make and for ever maintain good and suitable close boarded or open fences on the sides of the said property hereby conveyed marked "T" within the boundary such fences to be not less than two feet six inches high or more than three feet six inches high where between any front building line and the road in front of the same and elsewhere to be not less than four feet six inches in height or more than six feet in height All fences (except oak fences) shall be tarred or creosoted on both sides thereof
3. No house building or other erection shall be put upon the said property until the site plans and elevations thereof shall have been approved in writing by the Vendor or his successors in title or his or their Surveyor and his fee of One Guinea for such approval paid by the Purchaser"

NOTE:-The land tinted pink on the title plan formed part of the land coloured green referred to. The T marks referred to do not affect the land tinted pink on the filed plan.

- 4 (30.06.2005) 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.

Schedule of notices of leases

- | | | | | |
|---|------------|-------------------------|---------------|----------|
| 1 | 30.06.2005 | Old Haberdashers Sports | 01.08.1985 | HD294703 |
| | edged blue | Ground | 99 years from | |
| | | | 25.12.1984 | |

Title number HD442622

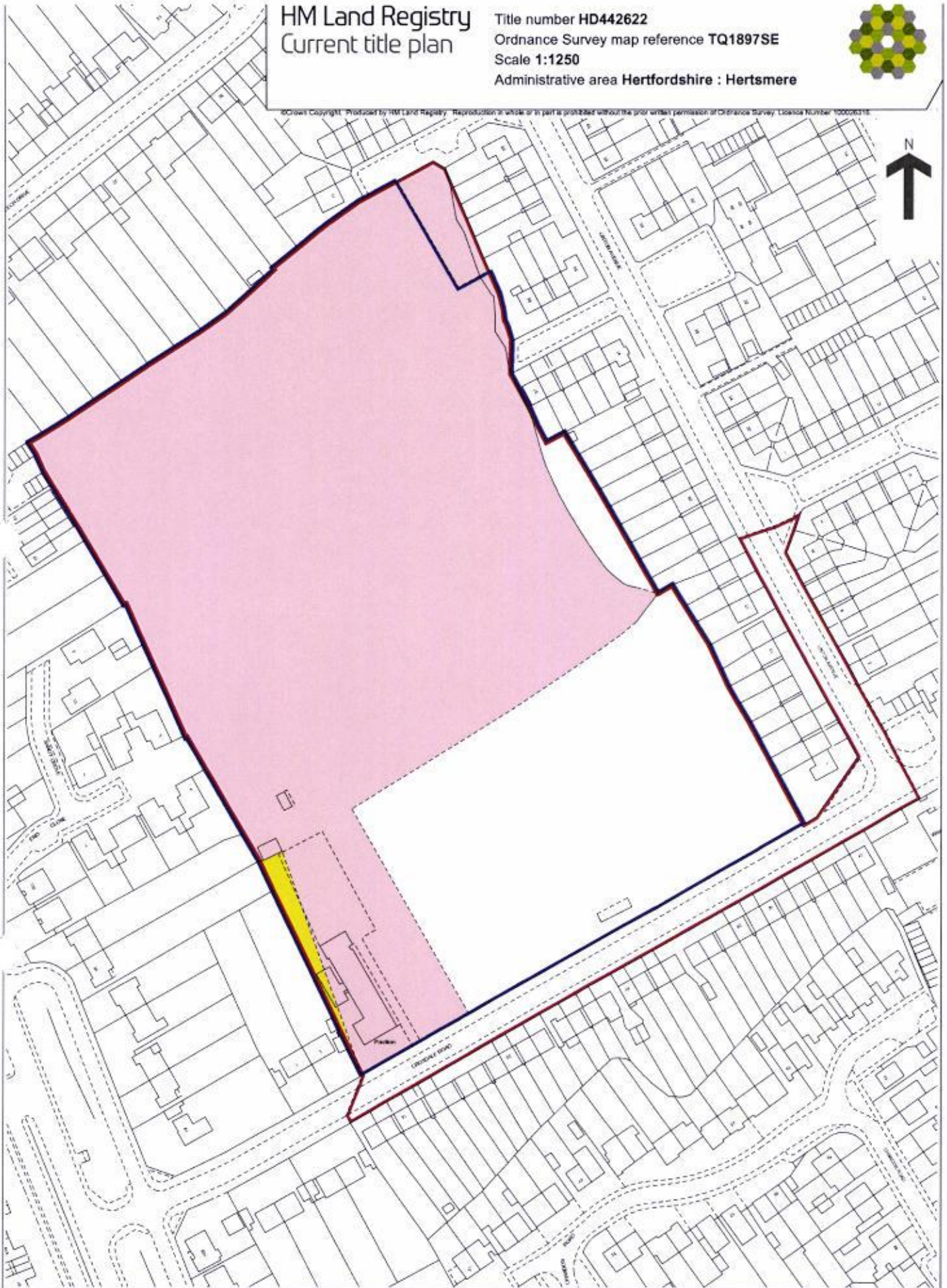
End of register

HM Land Registry
Current title plan

Title number **HD442622**
Ordnance Survey map reference **TQ1897SE**
Scale **1:1250**
Administrative area **Hertfordshire : Hertsmere**



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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 11:17:56. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD74007

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the East of Byers Close.
- 2 The Transfer dated 11 August 1930 of the land tinted yellow on the filed plan referred to in the Charges Register contains the following exception and reservation:-

"And it is hereby agreed that full right and liberty are hereby excepted and reserved unto the Vendor and his assigns to build upon develop convey and demise all or any part of his remaining property in such manner and subject to such terms provisions and stipulations as he or they may think fit."

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 (26.06.1972) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts., WD6 1WA.

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 6 August 1930 made between (1) The Right Honourable Edmund Henry Earl of Strafford (Vendor) and (2) James John Hoyle (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance of the land tinted pink on the filed plan dated 6 August 1930 made between (1) The Right Honourable Edmund Henry Earl of Strafford (Vendor) (2) James John Hoyle (Purchaser) and (3) Charles Cecil Byers (Sub-Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 A Transfer of the land tinted yellow on the filed plan dated 11 August 1930 made between (1) Edwin Herbert Bayst (Vendor) and (2) Charles Cecil Byers (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 An Agreement dated 21 September 1931 made between (1) James John Hoyle

C: Charges Register continued

and (2) Harry Horsman relates to rights of light and air.

-NOTE: Copy filed under MX126572.

- 5 An Agreement dated 5 February 1975 made between (1) The Hertsmere District Council (Vendor) and (2) Secretary of State for the Environment relates to the construction or improvement of the M16 Orbital Road, South Mimms to Swanley and affecting the land edged blue on the filed plan.
The Vendor agreed to transfer such land if required.

-NOTE: Copy filed.

- 6 (03.03.2014) The land is subject to the rights granted by a Deed of Grant dated 27 February 2014 made between (1) Hertsmere Borough Council and (2) Eastern Power Networks Plc.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 6 August 1930 referred to in the Charges Register:-

AND the Purchaser to the intent and so as to bind (so far as practicable) the property hereby assured into whosoever hands the same may come but not so as to render the Purchaser liable in damages for any breach of covenant committed after he shall have parted with all interest in the property in respect of which such breach shall occur hereby covenants with the Vendor his heirs and assigns owner or owners for the time being of the Wrotham Park Estate using that term in the broad and popular sense in manner following that is to say

(a) WHENEVER required by the Vendor so to do but not while the Purchaser continues to occupy the adjoining land to erect and for ever after maintain at his or their own expense a fence not less than five feet in height on the sides of the land hereby conveyed and between the points marked "A" and "B" on the said plan such fence to be of a quality and pattern and to be erected to the reasonable approval of the Vendor or his Surveyors or Agents for the time being and to indemnify the Vendor his heirs and assigns and his or their lessees tenants and occupiers of the adjoining lands against any costs claims or damages or demands which they may incur or be liable for in consequence of cattle straying from such adjoining lands.

(b) NOT at any time hereafter to erect or suffer to be erected on the land hereby conveyed or any part thereof any buildings whatsoever other than private residences with garages or stabling or shops and the buildings used in connection therewith the building line to be at a distance of not less than thirty feet from the roadway.

(c) NOT to carry on or permit to be carried on upon the said premises or any part thereof or in any building to be erected thereon any noisome dangerous or offensive trade business or occupation which may be or become a nuisance or annoyance or dangerous to the Vendor or his successors in title and assigns.

NOTE: The points marked "A" and "B" referred to are now internal.

- 2 The following are details of the covenants contained in the Conveyance dated 6 August 1930 referred to in the Charges Register:-

"AND the Sub-Purchaser to the intent and so as to bind (as far as practicable) the property hereby assured into whosoever hands the same may come but not so as to render the Sub-Purchaser personally liable in damages for any breach of covenant committed after he shall have parted with all interest in the property in respect of which such breach shall occur hereby covenants with the Vendor his heirs and assigns owner or owners for the time being of the Wrotham Park Estate using that term in the broad and popular sense in manner following that

Schedule of restrictive covenants continued

is to say:-

(a) Not at any time hereafter to erect or suffer to be erected on the land hereby conveyed or any part thereof any buildings whatsoever other than private residences with garages or stabling or shops and the buildings used in connection therewith the building line to be at a distance of not less than thirty feet from the roadway.

(b) Not to carry on or permit to be carried on upon the said premises or any part thereof or in any building to be erected thereon any noisome dangerous or offensive trade business or occupation which may be or become a nuisance or annoyance or dangerous to the Vendor or his successors in title and assigns his or their tenants or the owners occupiers or tenants of any property adjoining or neighbouring or opposite to the land hereby conveyed.

(c) Not to permit any bricks pipes or tiles to be made or burnt upon the said land or permit the said land or any building or erection to be erected thereon to be used as a hospital or home for the reception of persons of unsound mind or any person or persons suffering from fever or any infectious disease or recovering therefrom or as a factory or as a workshop wherein any noisy machinery may be placed or fixed or which may be or become a nuisance annoyance or danger to the owners or occupiers of the adjoining opposite or neighbouring premises.

(d) That no hut shed caravan house on wheels or any other chattel adapted or intended for use as a dwelling or sleeping apartment nor any booths shows swings or roundabouts whether permanent or temporary shall be erected made or placed or used or be allowed to remain on the said piece of land or any part thereof nor shall the said land or any part thereof be used as a landing ground for aeroplanes or aircraft of any description whatsoever and that the Vendor his heirs and assigns owner or owners as aforesaid of the Wrotham Park Estate in the broad and popular sense may remove or dispose of any such erection or thing and for that purpose may break fences and forcibly enter any part of the said piece of land on which a breach of this stipulation shall occur and shall not be responsible for the loss of or damage to anything so removed or to the said piece of land hereby conveyed or the fence or fences thereon.

(e) That no board hoarding or other erection or thing shall be erected or set up in or upon the land hereby conveyed or any part thereof for the display of any advertisements except advertisements for the sale or letting of such property or any part thereof.

AND the Sub-Purchaser for himself and his successors in title hereby covenants with the Purchaser his heirs and assigns forthwith to erect and for ever after maintain at his or their own expense a post and rail fence not less than five feet in height on the side of the said land between the points marked "A" and "B" on the said plan And the Purchaser hereby agrees to contribute the sum of ten pounds on completion of the said fence towards the cost of erection thereof."

NOTE: The points marked "A" and "B" referred to are now internal.

3 The following are details of the covenants contained in the Transfer dated 11 August 1930 referred to in the Charges Register:-

"The Purchaser for the benefit of the remainder of the land comprised in the above Title Number hereby covenants with the Vendor at all times hereafter to observe and perform all and every of the stipulations and restrictions set forth in the Schedule hereto

THE SCHEDULE above referred to

STIPULATIONS AND RESTRICTIONS

(a) The Purchaser may erect on the land transferred a cottage for one of his employees or a house of not less cost than £930 (such cost to be the amount of first cost in materials and labour of construction estimated at the fair current prices) but before such erection the plans and elevations thereof shall be previously submitted to the Vendor or his Surveyors and approved in writing by him or them and a

Title number HD74007

Schedule of restrictive covenants continued

fee of one guinea paid to the Vendor or his Surveyors PROVIDED ALWAYS that such approval shall not be unreasonably withheld and Provided also that the Purchaser shall be at liberty to erect on the said land transferred a pavilion or work shed without submitting the plans and elevations to the Vendor or his Surveyors.

(b) That the Purchaser shall erect and maintain a good close boarded fence or iron railing on the sides of the land hereby transferred marked "T" within three calendar months from the date hereof."

NOTE: The Northern and Eastern boundaries of the land tinted yellow on the filed plan were so marked "T"

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 11:19:15. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD242812

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 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 of Hillcrest, Potters Bar.
- 2 A Transfer of the land in this title dated 14 April 1988 made between (1) London Residuary Body (Transferor) and (2) Hertsmere Borough Council (Transferee) contains the following provision:-

IT IS HEREBY DECLARED that the sale shall not be deemed to include and shall not operate to convey any ways watercourses sewers drains lights liberties privileges easements rights or advantages whatsoever in through over or upon any other land or property of the Transferor adjoining or near to the property.

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 (12.05.1988) Proprietor(s): HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts., WD6 1WA.
- 2 A Transfer dated 14 April 1988 made between (1) London Residuary Body (Transferor) and (2) Hertsmere Borough Council (Transferee) contains purchasers' personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 14 April 1988 referred to in the Proprietorship Register:-

FOR the purpose of affording to the Transferor and its successors a full and sufficient indemnity but not further or otherwise the Transferee hereby covenants with the Transferor

(i) that it will at all times hereafter duly perform and observe the restrictive covenants rights and liabilities contained in a Conveyance dated 21 December 1938 made between the Earl of Strafford of the one part and the Middlesex County Council of the other part so far as they affect the property and are enforceable

(ii) that it will at all times keep the Transferor and its successors

Schedule of personal covenants continued

fully indemnified against all actions claims and demands in respect of any non-observance or non-performance of the said covenants rights and liabilities and

(iii) that it will not use (or permit to be used) the property other than for the uses permitted under the Green Belt (London and Home Counties) Act 1938 so far as they affect the property and are enforceable by the Transferor or its successors in title

C: Charges Register

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

- 1 A Conveyance of the land in this title and other land dated 21 December 1938 made between (1) Edmund Henry Earl of Strafford (Lord Strafford) and (2) The County Council of Administrative County of Middlesex (the Council) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 21 December 1938 referred to in the Charges Register:-

"THE Council for themselves and owners for the time being of the said premises first and secondly hereby conveyed or of any part or parts thereof (but not so as to render them or their sequels in title liable in damages for breach of any restrictive covenants after they shall have parted with all interest in the said premises or the part thereof in respect of which any such breach shall occur) hereby covenant with Lord Strafford and his successors in title owner or owners for the time being of the said Wrotham Park Estate or of any part or parts thereof (I) that no buildings shall be erected upon the said premises or any part thereof other than buildings which are required for or are incidental to the purposes of or referred to in the Physical Training and Recreation Act 1937 Section 35 of the Middlesex County Council Act 1934 as amended by the Middlesex County Council (General Powers) Act 1938 and the Education Acts 1921 to 1936 including any statutory modification or re-enactment thereof or for or incidental to agricultural purposes or for or incidental to the other purposes for which the said lands are used at the date of these presents but without prejudice to the rights of the lessees and tenants under the said occupation tenancies subject to which the said premises are hereby conveyed and (II) that the said premises hereby conveyed or any part thereof shall not be used as an aerodrome or as a regular landing place for aeroplanes or for any other purpose which would be a nuisance to the owners of the said Wrotham Park Estate PROVIDED THAT (A) the use of the said premises for the purposes mentioned in sub-paragraph (I) of this clause or any of them shall not in any way be regarded as a breach of covenant."

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 11:20:38. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: MX106496

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (03.01.1939) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being being land on the south west side of Southgate Road, Potters Bar.
- 2 (04.07.2007) 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.
- 3 (04.07.2007) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

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 (09.10.1978) Proprietor: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts., WD6 1WA.
- 2 (09.10.1978) RESTRICTION:-Except under an Order of the registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Allotments Acts 1908 to 1950 or some other Act or Authority.

C: Charges Register

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

- 1 A Conveyance of the land in this title and other land dated 21 December 1938 made between (1) Edmund Henry Earl of Strafford and (2) The County Council of the Administrative County of Middlesex contains the following covenants:-

"THE Council for themselves and owners for the time being of the said premises first and secondly hereby conveyed or of any part or parts thereof (but not so as to render them or their sequels in title liable in damages for breach of any restrictive covenants after they shall have parted with all interest in the said premises or the part thereof in respect of which any such breach shall occur hereby covenant with Lord Strafford and his successors in title owner or owners for the time being of the said Wrotham Park Estate or of any part or parts thereof (I) that no buildings shall be erected upon the said premises or any

C: Charges Register continued

part thereof other than buildings which are required for or are incidental to the purposes of or referred to in the Physical Training and Recreation Act 1937 Section 35 of the Middlesex County Council Act 1934 as amended by the Middlesex County Council (General Powers) Act 1938 and the Education Acts 1921 to 1936 including any statutory modification or re-enactment thereof or for or incidental to agricultural purposes or for or incidental to the other purposes for which the said lands are used at the date of these presents but without prejudice to the rights of the lessees and tenants under the said occupation tenancies subject to which the said premises are hereby conveyed and (II) that the said premises hereby conveyed or any part thereof shall not be used as an aerodrome or as a regular landing place for aeroplanes or for any other purposes which would be a nuisance to the owners of the said Wrotham Park Estate PROVIDED THAT (A) the use of the said premises for the purposes mentioned in sub-paragraph (I) of this Clause or any of them shall not in any way be regarded as a breach of covenant (B) nothing in this Conveyance shall preclude the use of the piece of land part 810A as a highway or like depot."

NOTE :-The part numbered 810A is not in this title.

End of register

H. M. LAND REGISTRY

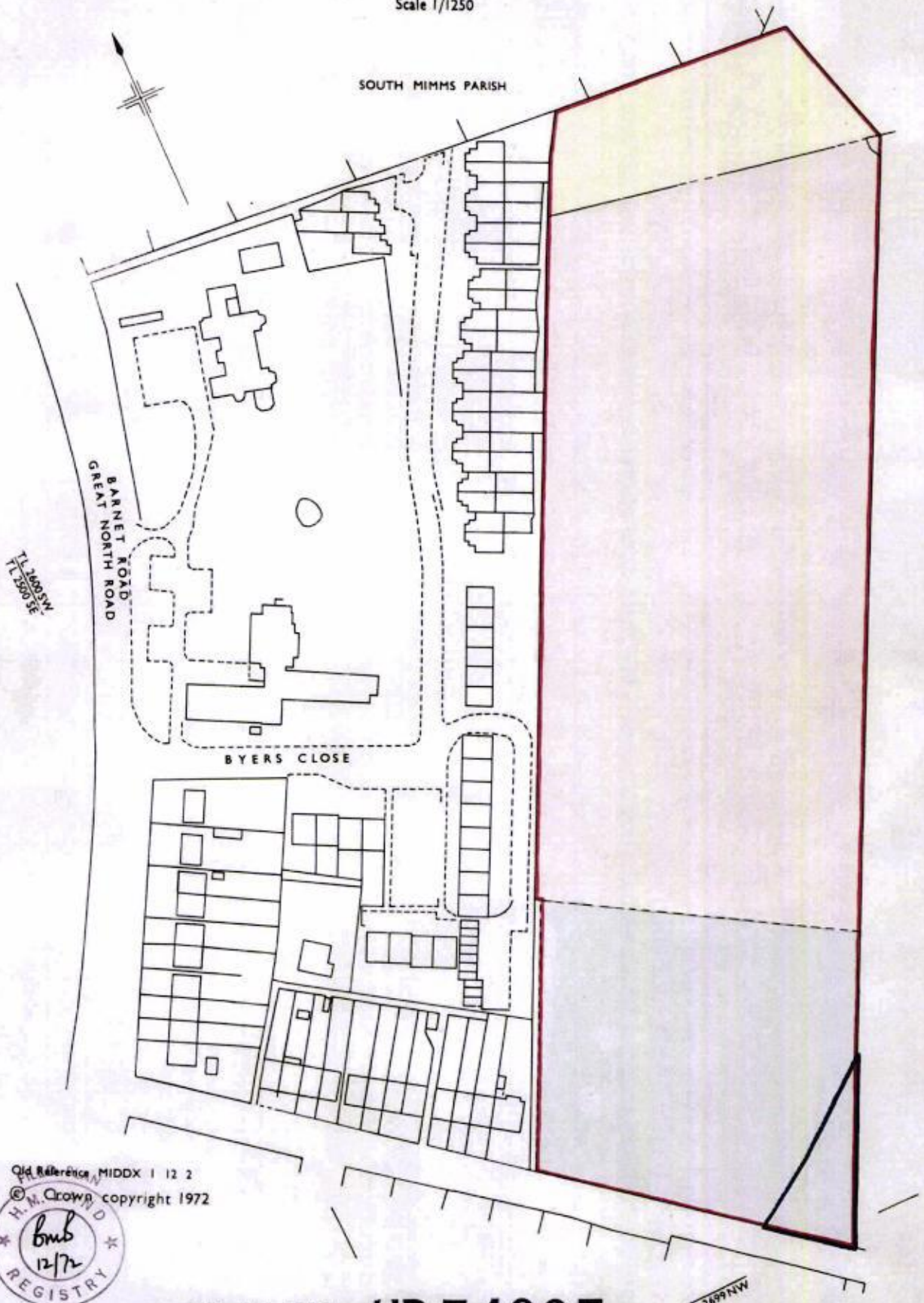
NATIONAL GRID PLAN
HERTFORDSHIRE

TL 2600

SECTION R

Scale 1/1250

SOUTH MIMMS PARISH



Old Reference MIDDX 1 12 2
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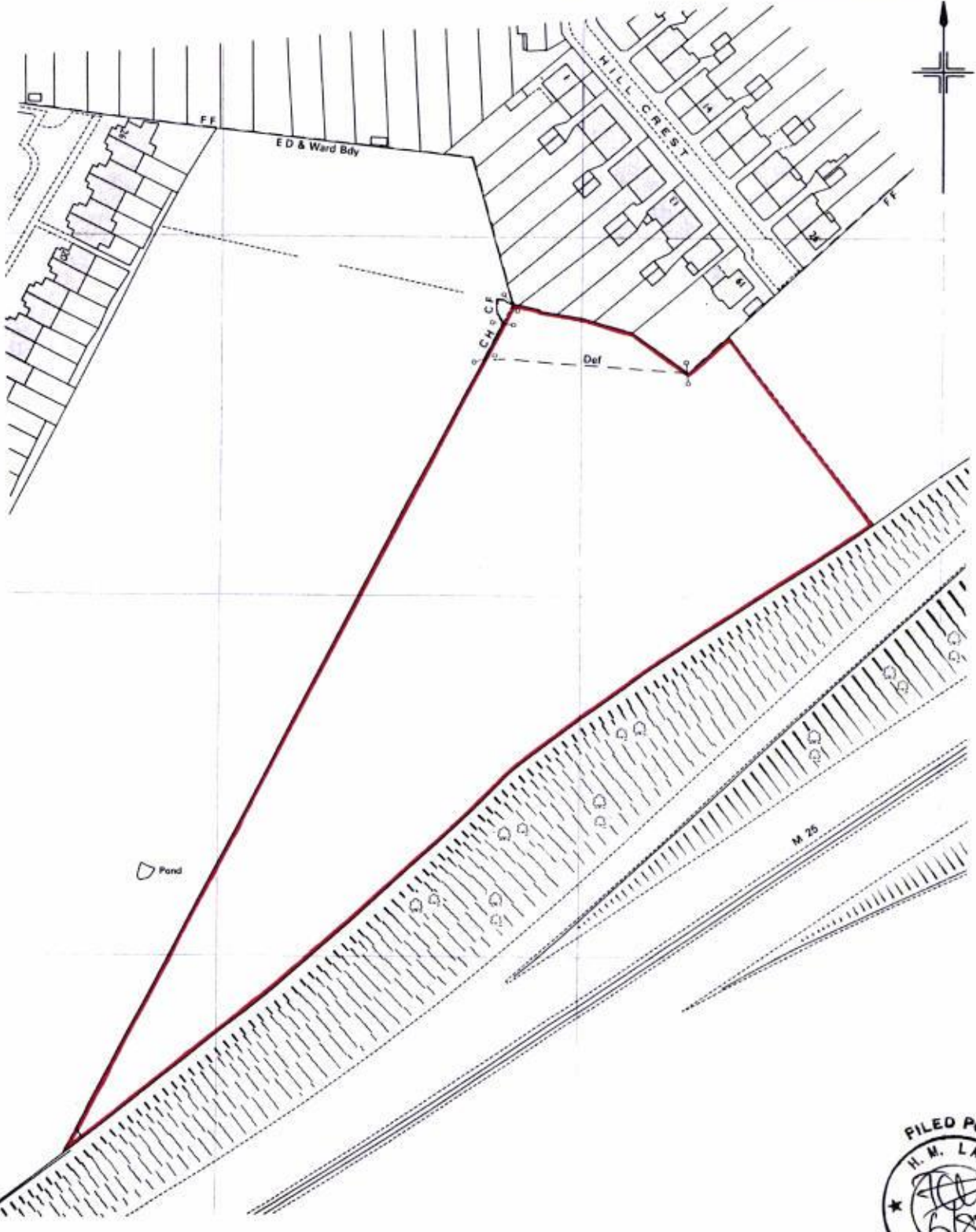
TITLE No. HD 74007

This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 December 2018 at 11:18:39. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

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H.M. LAND REGISTRY		TITLE NUMBER
		HD 242812
ORDNANCE SURVEY PLAN REFERENCE	TL 2600 SW	Scale 1/1250
COUNTY	HERTFORDSHIRE	DISTRICT HERTSMERE
		© Crown copyright 19



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 December 2018 at 11:19:48. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

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HM Land Registry Current title plan

Title number **MX106496**

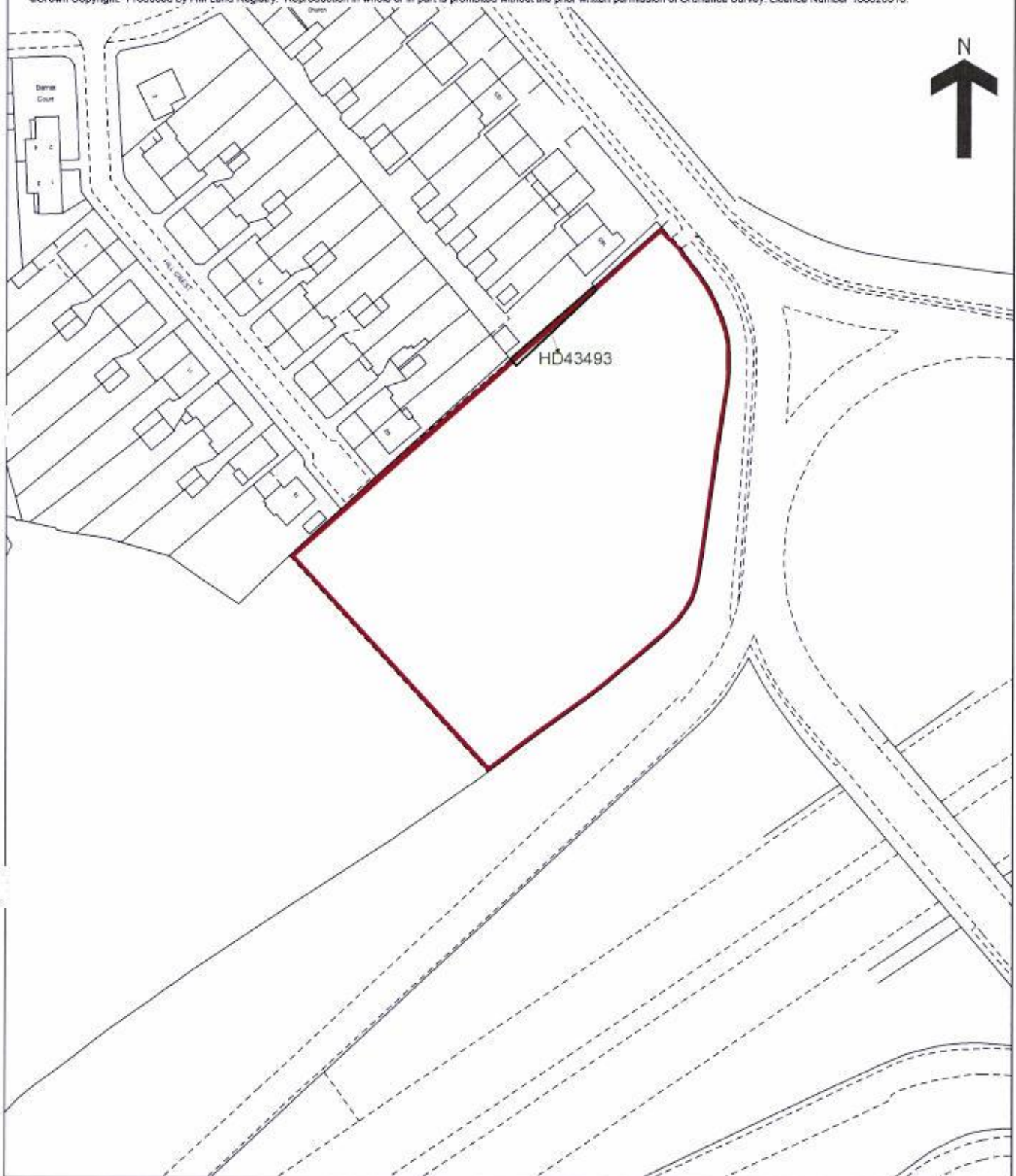
Ordnance Survey map reference **TL2600SW**

Scale **1:1250**

Administrative area **Hertfordshire : Hertsmere**



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This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 December 2018 at 11:21:17. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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



Map scale 1:1250

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Data last updated 10:00pm 12 DECEMBER, 2018



Title number	Estate information	Address
HD435164	Freehold	THE FURZEHILL CENTRE SHAKESPEARE DRIVE, BOREHAMWOOD WD6 2FD

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 12:15:31. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD435164

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the South West side of Furzehill Road, Borehamwood.
- 2 (26.05.2006) 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.
- 3 (26.05.2006) The land tinted pink and tinted yellow on the title plan has the benefit of the rights reserved by but is subject to the rights granted by the Transfer of the land edged and numbered HD453133 in green on the title plan dated 27 March 2006 referred to in the Charges Register.
- 4 (01.10.2007) A Deed of Rectification dated 28 September 2007 made between (1) Hertfordshire County Council and (2) Persimmon Homes Limited substitutes new plans 1 and 2 for the originals in the Transfer dated 27 March 2006 referred to above. A new title plan based on the rectified extent has been prepared.

-NOTE: Copy filed.
- 5 (27.07.2011) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

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: HERTFORDSHIRE COUNTY COUNCIL of County Hall, Hertford SG13 8DE and of DX145781, Hertford 4.
- 2 (11.10.2004) A Conveyance of the land edged and numbered 3 in blue on the title plan dated 4 August 1961 made between (1) The Parish Council of The Parish of Elstree (Vendor) and (2) The County Council of The Administrative County of Hertford (Council) contains Purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 3 (26.05.2006) RESTRICTION: No disposition of the part of the registered estate shown tinted pink on the title plan by the proprietor of the registered estate is to be registered without a certificate signed on behalf of Hertfordshire County Council of County Hall, Hertford SG13 8DE that the provisions of clause 13.6.5 of the Transfer dated 27 March 2006 referred to in the Property Register have been complied with.

Schedule of personal covenants

- 1 (11.10.2004) The following are details of the personal covenants contained in the Conveyance dated 4 August 1961 referred to in the Proprietorship Register:-

" The Council hereby covenant with the Vendors that they the Council will as soon as possible after the date hereof provide and erect a chain link fence nine feet high along the south western and south eastern boundaries of the property hereby conveyed."

C: Charges Register

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

- 1 (11.10.2004) A Conveyance of the land edged and numbered 4 in blue on the title plan and other land dated 20 February 1907 made between (1) Gerald Dixon Lee (Vendor) (2) Alfred Ernest Ward, David Mather Bowie and (3) Barnet Rural District Council (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance dated 17 October 1910 made between (1) Fanny Maria Morgan and Frederick Stewart Morgan (Vendors) (2) Walter Cave, Hugh Patrick Guarin Maule, Henry Tanner, Alan Potter and John Hermann Squire and (3) The Architects Athletic Ground Limited (Company) contains covenants affecting the land edged and numbered 5 and tinted blue on the title plan details of which are set out in the schedule of restrictive covenants hereto.
- 3 (11.10.2004) The land edged and numbered 2 in blue on the title plan is subject to the following rights reserved by a Conveyance thereof dated 3 April 1911 made between (1) The Reverend Arthur Richard Thomas (Rector) and (2) The Parish Council For The Parish Of Elstree (Parish Council):-
- "Except and reserving unto the Rector his successors and assigns the owners and occupiers of the land indicated by a blue colour on the said plan and their servants full right and liberty for all purposes and at all times with or without horses carts carriages or other vehicles laden or unladen to go and return and to drive animals along and over the strip of land twelve feet wide and coloured yellow on the said plan leading from Furze Hill road to the said land coloured blue together with the right at his or their expense to form the said strip of land into a road or cartway he or they keeping the same and the fences and gates thereof at all times in good repair and condition"
- NOTE: The land coloured blue referred to adjoins the Western boundary of the land edged and numbered 2 in blue on the title plan. The land coloured yellow is hatched blue on the title plan.
- 4 (11.10.2004) A Conveyance dated 29 May 1911 made between (1) Fanny Maria Morgan and Frederick Stuart Morgan (Vendors) and (2) The Parish Council of the Parish of Elstree (Purchaser) contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 5 (11.10.2004) A Conveyance of the land edged and numbered 1 in blue on the title plan dated 26 January 1921 made between (1) Charles Christopher Braithwaite (Vendor) and (2) The County Council Of The Administrative County Of Hertford (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 6 (11.10.2004) An Agreement dated 8 February 1938 made between (1) The Architectural Association (Incorporated) and (2) The Rural District Council of Barnet pursuant to the Town and Country Planning Act 1932 contains provisions relating to the development of the land edged and numbered 5 in blue on the title plan.
- 7 (11.10.2004) The parts of the land edged and numbered 4 in blue on the title plan affected thereby are subject to the rights granted by a Deed of Agreement dated 1 January 1958 made between (1) Elstree Parish

C: Charges Register continued

Council and (2) Eastern Gas Board.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed under HD336239.

- 8 (24.01.2005) The land tinted blue on the title plan is subject to the rights granted by a Deed of Covenant dated 7 March 1961 made between (1) The Architectural Association (Incorporated) and (2) Phillip Sattin.

-NOTE: Copy filed.

- 9 (24.01.2005) A Deed dated 10 February 1963 made between (1) The Architectural Association (Incorporated) and (2) Peter James Clowe relates to the opening onto the road tinted blue on the title plan.

-NOTE: Copy filed.

- 10 (11.10.2004) The parts of the land edged and numbered 4 in blue on the title plan affected thereby are subject to the following rights granted by a Deed of Grant dated 21 February 1963 made between (1) The Parish Council of Elstree and (2) The Eastern Electricity Board:-

"FULL RIGHT AND LIBERTY for the Board to lay maintain inspect renew use alter and remove electric cables and lines and conduits or pipes for containing the same where necessary under the land shown coloured green on the Drawing SK. 11725/3 Issue A annexed hereto and to break up the surface thereof so far as necessary from time to time for the purpose of laying relaying repairing maintaining and removing the said electric cables and lines and conduits or pipes HOLD the same unto the Board in fee simple to the intent that the same shall be appurtenant to and used and enjoyed in connection with the land shown coloured pink on the said drawing and the electricity substation erected or to be erected thereon."

NOTE: The land coloured green referred to is shown by a blue broken line on the title plan so far as it affects the land edged and numbered 4 in blue on the title plan. The land coloured pink referred to is edged and numbered 1 in brown on the title plan.

- 11 (24.01.2005) The land tinted blue on the title plan is subject to the rights granted by a Deed of Grant dated 26 July 1972 made between (1) The Architectural Association (Incorporated) and (2) Holsgroves Limited.

-NOTE: Copy filed.

- 12 (24.01.2005) The land tinted blue on the title plan is subject to the rights granted by a Deed of Grant dated 6 September 1972 made between (1) The Architectural Association (Incorporated) and (2) Phillip Sattin.

-NOTE: Copy filed.

- 13 An Agreement dated 5 March 2004 made between (1) Hertfordshire County Council and (2) Hertsmeare Borough Council pursuant to Section 106 of the Town and Country Planning Act 1990 contains provisions relating to development of the land in this title.

- 14 (30.11.2004) The land edged and numbered 6 in blue on the title plan is subject to such restrictive covenants and easements as may have been imposed thereon before 30 November 2004 and are still subsisting and capable of being enforced.

- 15 (26.05.2006) A Transfer of the land edged and numbered HD453133 in green on the title plan dated 27 March 2006 made between (1) Hertfordshire County Council and (2) Persimmon Homes Limited contains covenants by the vendor details of which are set out in the schedule of restrictive covenants hereto.

Schedule of restrictive covenants

Title number HD435164

- 1 (11.10.2004) The following are details of the covenants contained in the Conveyance dated 20 February 1907 referred to in the Charges Register:-

"AND the Council do hereby for themselves their successors and assigns covenant with the Vendor his heirs executors administrators and assigns owner or owners for the time being of the land conveyed to him by an Indenture of Conveyance dated the third day of January One thousand nine hundred and seven and made between the Reverend Arthur Richard Thomas Eales of the one part and the Vendor of the other part (other than the land hereby conveyed) and every or any part thereof that the Council their successors and assigns will henceforth perform observe and keep all the said covenants and conditions contained in the said first Schedule hereto AND it is hereby agreed and declared that the said covenant stipulations and conditions shall run with the land hereby conveyed and every part thereof and shall be binding on the Council their successors and assigns the owner or owners for the time being of the land hereby conveyed or any part thereof and shall be enforceable by the Vendor his heirs executors administrators or assigns owner or owners for the time being of the lands comprised in the said Indenture of Conveyance dated Third day of January One thousand nine hundred and seven (other than the lands hereby conveyed) or any part thereof.

THE FIRST SCHEDULE above referred to

The Purchasers will within one month from the date hereof erect and for ever thereafter maintain a suitable and substantial fence upon the sides of the said land marked T on the Plan drawn hereon. No buildings shall be erected upon the land hereby conveyed which shall be used for any noisome noxious or offensive trade or business and no buildings shall be of less value than Two hundred and fifty pounds such value being calculated at the net first cost of labour and materials estimated at the lowest current prices.

No buildings shall be erected nearer to the Furze Hill Road than thirty feet."

NOTE: The South Eastern boundary of the land edged and numbered 4 in blue on the title plan was marked T.

- 2 (11.10.2004) The following are details of the covenants contained in the Conveyance dated 17 October 1910 referred to in the Charges Register:-

"the Company hereby covenant with the Vendors their heirs executors administrators and assigns that the Company their successors and assigns will within two months from the date hereof erect and for ever afterwrds maintain a suitable fence on the North East and South East sides of the hereditaments and premises where marked T on the said plan hereunto annexed AND will not do anything upon the said shereditaments and premises which may be a nuisance or annoyance to the Vendors or the owners of the adjoining property, provided that this restriction shall not be deemed to preclude the Company its successors and assigns from using the said hereditaments and premises or permitting the same to be used as a general athletic ground and club for the playing of cricket football and other athletic sports games and matches AND also that the Company will not erect any building other than and excepting a pavilion or athletic club house with the necessary outbuildings upon the said hereditaments and premises, of less value than Three hundred and fifty pounds, and that no building if and when erected shall be used for any noisome noxious or offensive trade or business."

NOTE: No copy of the plan referred to was supplied on first registration.

- 3 (11.10.2004) The following are details of the covenants contained in the Conveyance dated 26 January 1921 referred to in the Charges Register.

"And the Council for themselves and their assigns covenant with the Vendor his heirs and assigns that the Council and their assigns will at all times hereafter observe and perform the stipulations and conditions in relation to the premises hereby conveyed which are contained in the said First Schedule hereto

Schedule of restrictive covenants continued

The Schedule above referred to

The stipulations and conditions to which the foregoing covenant relates

1. FRONTAGES AND ROUNDED CORNERS - Of each corner Lot the shorter external boundary shall be deemed the front, and the longer the side or flank and houses thereon shall be built accordingly. The rounded corners of Lots are struck with a radius of 5 feet the distances being measured from the point of intersection of the boundary lines.
2. BUILDING LINES - The building lines are to be at the distances from the road boundaries shown on the Plan and excepting ordinary architectural dressings, or bay windows no erection, or building or portion thereof is to project upon or overhang the space between building lines and road boundary.
3. FENCES - Each Purchaser is to make when required and afterwards to maintain close boundary fences on the sides of his Lot or group of Lots marked "T" within the boundary lines those between building line and the road boundary not more than 5 feet high those behind building lines not less than 5 and a half nor more than 6 and a half feet high. If any Purchaser shall make default in erecting any such fence as aforesaid within thirty days or in repairing any such fence within ten days after notice requiring him so to do shall have been given to him or left for him at his residence or on his Lot or group of Lots by any adjoining Purchaser or (in the absence of sale) by the Company then such adjoining Purchaser or such Company shall be at liberty forthwith to erect or repair any such fence or to erect and keep in repair a temporary fence and the Purchaser making any such default shall, on demand repay to such adjoining Purchaser or the Company all moneys expended by the former or latter for the purposes aforesaid and all expenses relating thereto.
4. ROADS AND SEWERS - The Company have formed the roads and surface drainage on the Estate and every owner of a Lot and his tenants shall at all times have free use of the same provided always, that until the public authorities shall take upon themselves the repair thereof the Owner or each Lot is to pay to the Company his proportion of any repairs or the cost of maintenance thereof and the expenses connected therewith which may be performed or incurred by them such proportion to be adjusted by the Company's Surveyor with reference to the frontages of the Lots.
5. OTHER ROADS OR WAYS - No Lot, or portion thereof is to be made or used as a road or way.
6. TEMPORARY ERECTIONS - No temporary building of any kind is to be erected on any Lot except sheds or workshops to be used only for the works incidental to the erection of the house or houses or other structures to be built thereon or on some other Lot.
7. HOTEL LOT - On no Lot shall any hotel tavern public-house; beer-house or shop for the sale of wines, spirits, ale or stout, or any malt or excisable liquor of any kind either by wholesale or retail to be consumed on or off the premises be built nor shall any other house be used as such and on no Lot shall a shop be built or a manufacture be carried on.
8. BUILDING VALUES - Semi-detached or detached Houses on Lots fronting Shenley Road Barnet Lane, and Brownlow Road to be of the minimum cost (exclusive of stabling) of £250 each. Houses fronting Drayton Road £100 each.
9. SIDE-SPACES TO SEMI-DETACHED HOUSES - On Lots fronting Shenley Road Barnet Lane and Brownlow Road with the exception of boundary fences no building or part thereof shall be erected or approach within four feet of the side of any Lot or within eight feet of the side of any house built on adjoining Lots but for this purpose, a pair of semi-detached Houses shall be considered one house and the Owners of adjoining Lots may unite in building thereon a pair of Semi-detached Houses of uniform exterior as if such Lots belong to the same persons so that no Detached

Schedule of restrictive covenants continued

House or pair of Semi-detached Houses shall approach within eight feet of any other house

10. BUILDINGS - On no Lot shall more than one house be built nor until a house be built shall any domestic or stable office or other inferior permanent building be erected.

11. PARTY WALLS - The party wall of any house on any Lot in Drayton Road can be built with one moiety of its thickness on an adjoining Lot.

12. WATER-CLOSETS AND PRIVIES - On no Lot shall any water-closet or privy be erected or detached from other buildings.

13. PROHIBITIONS - No House or Building erected on any Lot shall be used for the carrying on of any noisy, noisome or offensive trade or business whatsoever nor shall any House Building or Lot be used for any purpose which may be a nuisance or annoyance to the Company their successors or assigns, or to the neighbourhood.

14. LOCAL ACTS AND BYE-LAWS - These Stipulations are subject to the Rules Bye-laws and Regulations of local public authorities.

15. GRAVE etc. - Upon no Lot shall any person excavate any gravel clay or any material of any kind whatsoever nor shall any brickmaking be carried on on the property nor shall any sale of building materials be held on any Lot.

16. RIGHTS RESERVED - The Company reserves the right of allowing a departure from these Stipulations in any one or more cases."

NOTE: The building line is set back 4.572 m (15 feet) from Brownlow Road. No boundary of the land edged and numbered 4 in blue on the title plan is marked "T"

4 The following are details of the covenants contained in the Transfer dated 27 March 2006 referred to in the Charges Register:-

"For the benefit of the Property and each and every part thereof and so as to bind the Drainage Strip and Balancing Pond Land the Transferor hereby covenants with the Transferee not at any time to build or erect any structure within 3 meters of either side of any Sewers drains watercourses soakaways gutters pipes wires cables meters and other service media situated on under or within the Drainage Strip necessary for the drainage of and/or supply (as applicable) of the Services"

-NOTE: Copy Transfer filed under HD453133.

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 12:17:37. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD535042

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (12.06.2014) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being N I B S C, Blanche Lane, South Mimms, Potters Bar (EN6 3QG).

NOTE: The land tinted green on the title plan is not included in the title.

- 2 (12.06.2014) The land has the benefit of the rights reserved by but is subject to the rights granted by a Conveyance of other land dated 24 March 1980 made between (1) The Secretary of State for Social Services and (2) Imperial Cancer Research Fund.

-NOTE: Copy filed under HD129387.

- 3 (12.06.2014) The land has the benefit of the rights reserved by but is subject to the rights granted by a Conveyance of other land dated 31 March 1980 made between (1) The Secretary of State for Social Services and (2) Neil Francis Iles Ray.

-NOTE: Copy filed.

- 4 (12.06.2014) The land has the benefit of the rights reserved by but is subject to the rights granted by a Conveyance of other land dated 12 September 1980 made between (1) The Secretary of State for Social Services and (2) Laurence Chessman Macknight.

NOTE 1: The Conveyance dated 31 March 1980 referred to in the above Conveyance is the Conveyance dated 31 March 1980 referred to above.

-NOTE 2: Copy filed.

- 5 (12.06.2014) By a Deed dated 23 December 1986 made between (1) The Secretary of State for Social Services (2) Imperial Cancer Research Fund and (3) Lawrence Chessman Macknight the rights granted by the Conveyances dated 24 March 1980, 31 March 1980 and 12 September 1980 referred to above were surrendered upon the terms therein mentioned.

-NOTE Copy filed.

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 (12.06.2014) PROPRIETOR: THE SECRETARY OF STATE FOR HEALTH of Department of Health, Room 1W22, Quarry House, Leeds LS2 7UE.

Title number HD535042

B: Proprietorship Register continued

- 2 (12.06.2014) The value as at 12 June 2014 was stated to be over £1,000,000.

C: Charges Register

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

- 1 (12.06.2014) The land is subject to the rights granted by a Deed dated 14 October 1996 made between (1) The Secretary Of State For Health and (2) Imperial Cancer Research Fund.

-NOTE: Copy filed.

- 2 (12.06.2014) The land is subject to the rights granted by a Transfer of the land tinted green on the title plan dated 14 December 2007 made between (1) The Secretary of State for Health and (2) EDF Energy Networks (EPN) Plc.

The said transfer also contains restrictive covenants by the transferor.

-NOTE: Copy filed under HD484711.

- 3 (10.04.2015) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.

Schedule of notices of leases

- | | | | | |
|---|------------|---|--|----------|
| 1 | 10.04.2015 | Land on the south side of Edged and Crossoaks Lane numbered 1 in blue | 13.03.2015
From 1.1.2000
for the term
of years
expiring on
31.12.2034 | HD542597 |
|---|------------|---|--|----------|

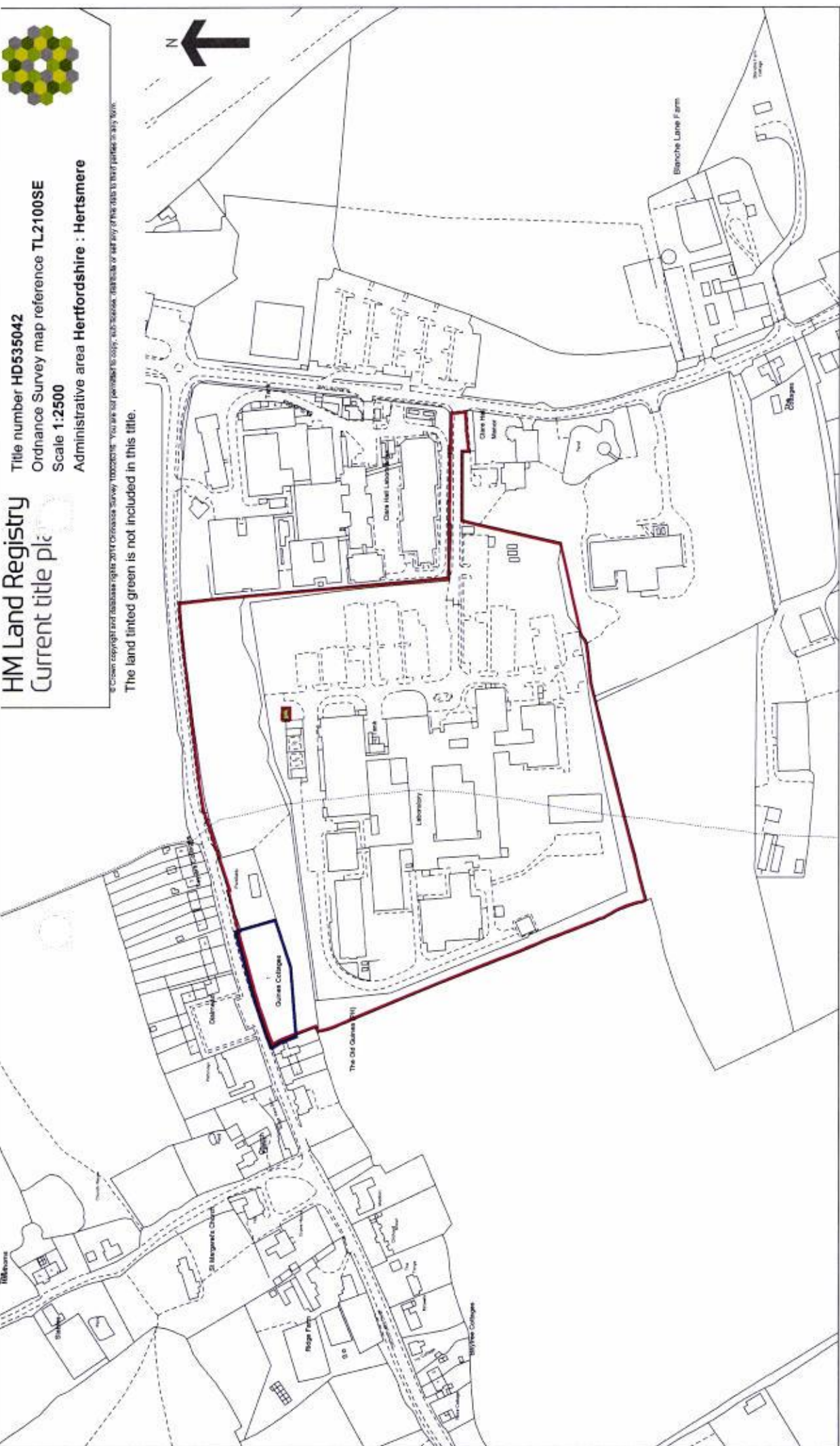
End of register



HM Land Registry
 Current title plan

Title number HD535042
 Ordnance Survey map reference TL2100SE
 Scale 1:2500
 Administrative area Hertfordshire : Hertsmere

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This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 19 December 2018 at 12:20:25. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 19 DEC 2018 AT 12:21:26. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD433209

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (11.08.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land on the south side of Merry Hill Road, Bushey.

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 (11.08.2004) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Hertfordshire WD6 1WA.

C: Charges Register

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

- 1 (11.08.2004) 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.

Schedule of notices of leases

- | | | | | |
|---|------------|------|----------------|----------|
| 1 | 11.08.2004 | land | 07.12.1998 | HD371406 |
| | Edged blue | | 125 years from | |
| | | | 7 December | |
| | | | 1998 | |

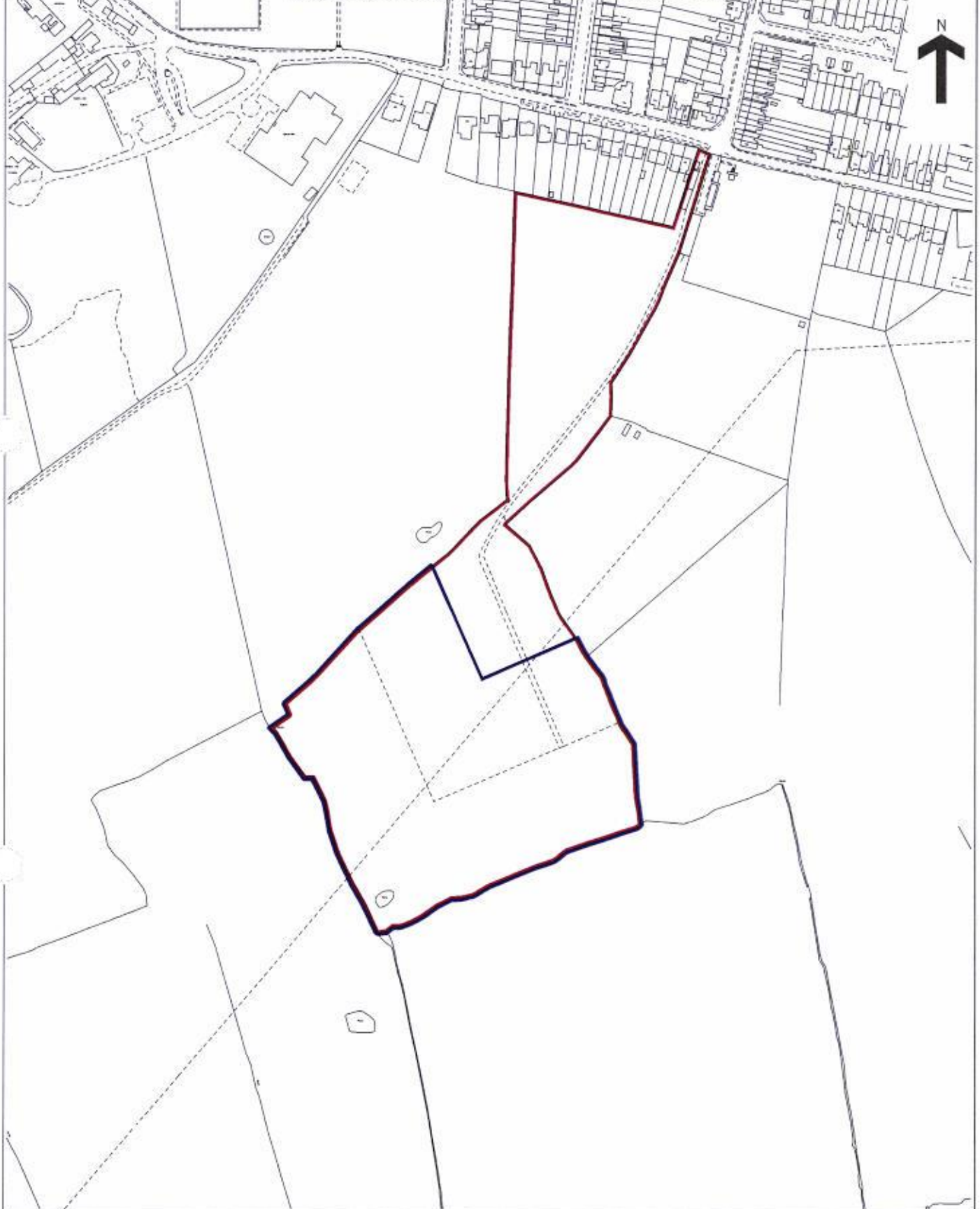
End of register

HM Land Registry
Current title plan

Title number HD433209
Ordnance Survey map reference TQ1394SE
Scale 1:2500 reduced from 1:1250
Administrative area Hertfordshire : Hertsmere



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This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 19 December 2018 at 11:47:56. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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



Map scale 1:2500

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Data last updated 10:00pm 12 DECEMBER, 2018



Title number	Estate information	Address
HD514399	Leasehold	<p>SHENLEY CRICKET CENTRE RADLETT LANE, SHENLEY, RADLETT WD7 9DW</p> <p>SHENLEY PARK RADLETT LANE, SHENLEY, RADLETT WD7 9DW</p> <p>GAS GOVERNOR BLACK LION HILL, SHENLEY, RADLETT</p> <p>ENGINE HOUSE FLAT RADLETT LANE, SHENLEY, RADLETT WD7 9DW</p> <p>THE BOTHY RADLETT LANE, SHENLEY, RADLETT WD7 9DW</p> <p>THE BOTHY, SHENLEY PARK RADLETT LANE, SHENLEY, RADLETT WD7 9DW</p> <p>THE ORCHARD TEA ROOMS RADLETT LANE, SHENLEY, RADLETT WD7 9DW</p> <p>UNIT 2, SHENLEYBURY FARM FARM CLOSE, SHENLEY, RADLETT WD7 9AD</p> <p>THE ENGINE HOUSE RADLETT LANE, SHENLEY, RADLETT WD7 9JP</p> <p>GARDENERS COTTAGE, SHENLEY PARK RADLETT LANE, SHENLEY, RADLETT WD7 9JP</p> <p>PORTERSLEA, SHENLEY PARK RADLETT LANE, SHENLEY, RADLETT WD7 9JP</p> <p>SOUTH LODGE, SHENLEY PARK RADLETT LANE, SHENLEY, RADLETT WD7 9JP</p> <p>LAND LYING TO THE WEST OF BLACK LION HILL, SHENLEY, RADLETT</p> <p>WATER BOOSTER SUPPLY STATION SITE AT RADLETT LANE, SHENLEY, RADLETT</p>

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 10:08:58. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD514399

There is no application or official search pending against this title.

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.

HERTFORDSHIRE : HERTSMERE

- 1 (19.01.2012) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being land at Rural Park, Shenley and 2 Garden Flat, Shenley.

NOTE 1: As to the part tinted blue on the title plan only the ground floor flat is included in the title.

NOTE 2: The land tinted green on the title plan is not included in the title.

- 2 (19.01.2012) The title plan has been revised as to the boundary with 1 Winifred Cottages.
- 3 (19.01.2012) The edged mauve on the filed 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.
- 4 (19.01.2012) The title includes any legal easements granted by the registered lease but is subject to any rights that are granted or reserved by the said lease and affect the registered land.
- 5 (19.01.2012) As to the part edged and lettered X in green on the filed plan, Lease determined Register closed.
- 6 (19.01.2012) As to the part edged and lettered Y in green on the filed plan, Lease determined Register closed.
- 7 (19.01.2012) As to the part edged and lettered Z in green on the filed plan, Lease determined Register closed.
- 8 (19.01.2012) As to the parts edged and lettered A and B in green on the filed plan, Lease determined Register closed.
- 9 (19.01.2012) As to the part edged and lettered C in green on the filed plan, Lease determined. Register closed.
- 10 (19.01.2012) The Transfer dated 18 September 1992 referred to in the Charges Register contains the following provision:-

"Notwithstanding anything hereinbefore contained the Vendor or other owner or owners for the time being of the Retained Land or any part thereof shall be at liberty to erect such buildings or erections on any part of the Retained Land and to alter or add to or use the same or any existing buildings or erections on the Retained Land in such manner as he or they may think fit notwithstanding that the access and use of light and air now or at any time hereafter enjoyed by the Purchaser may thereby be obstructed diminished or destroyed and any such access and

A: Property Register continued

use of light and air as aforesaid shall notwithstanding this Transfer be deemed henceforth to be enjoyed by the Purchaser with the consent of the owner or owners of the Retained Land subject to the provisions of this Clause and not otherwise."

NOTE: The Retained Land referred to is defined in the Charges Register.

- 11 (19.01.2012) A Deed of Rectification dated 27 October 1994 made between (1) Bryant Homes Southern Limited, Admiral Homes Limited and David Wilson Homes Limited (2) Hertsmere Borough Council and (3) Hertsmere Borough Council and (3) Shenley Park Trust contains the following provision:-

"The First Owners and the Second Owner and the Lessee have agreed to enter into this Deed to establish the precise position of the boundary between the First Property and the Second Property.

THIS DEED WITNESSES:

1. Declaration of Boundary

The boundary between the First Property and the Second Property shall be deemed to be that marked by a red line on the plan attached to this Deed as between the points marked A and B.

NOTE: The red line referred to is shown by a black line on Supplementary Plan No. 2 to the filed plan and points A-B referred to are reproduced on Supplementary Plan No. 2 to the filed plan. The First Property referred to is the land in Titles HD317576 and HD317577 and HD317579. The Second Property referred to is the land in this title.

- 12 (19.01.2012) The land has the benefit of the rights granted by a Deed dated 28 February 1995 made between (1) Bryant Homes Southern Limited and (2) Shenley Park Trust.

-NOTE: Copy filed under HD309659.

- 13 (19.01.2012) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 13 January 2012
Term : 150 years from 20 July 1993
Parties : (1) Hertsmere Borough Council
(2) Shenley Park Trust

NOTE 1: The lease is effected by a Deed of Variation increasing the extent of a lease dated 20 July 1993 made between (1) Hertsmere Borough Council and (2) Shenley Park Trust and thus operating as the surrender of this original lease and the grant of a new lease on the same terms subject to any provision to the contrary in the Deed of Variation.

NOTE 2: The original lease dated referred to in the above lease was formerly registered under title number HD309659 .

NOTE 3: A copy of the original lease is filed under HD309659.

NOTE 4: The land added to the original lease extent by the Deed of Variation referred to above is edged and lettered D in red on the title plan.

- 14 (19.01.2012) The Lease prohibits or restricts alienation.
15 (19.01.2012) 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

B: Proprietorship Register continued

- 1 (19.01.2012) PROPRIETOR: SHENLEY PARK TRUST of The Bothy, Shenley Park, Radlett Lane, Shenley, Radlett, Hertfordshire WD7 9DW.
- 2 (19.01.2012) RESTRICTION: Except under an order of the registrar no disposition or dealing with the land edged and letter D in green on the title plan by the proprietor of the land is to be registered unless the instrument giving effect to it contains a certificate complying with section 37(2) or, in the case of a charge, with section 39(2) of the Charities Act 1993.
- 3 (19.01.2012) The proprietor's address for service has been changed.

C: Charges Register

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

- 1 (19.01.2012) A Wayleave Agreement dated 1 December 1972 made between (1) The Secretary of State for Social Services and (2) The Eastern Electricity Board as amended by a Memorandum dated 13 January 1992 made between (1) the Secretary of State for Social Services and (2) The Eastern Electricity Board relates to the erection maintenance, repair, renewal inspection and removal of electric lines and works the approximate position of which is indicated by a yellow broken line on the filed plan in so far as it affects the land in this title.

-NOTE: Copies filed under HD301108.

- 2 (19.01.2012) An Agreement under hand dated 30 January 1955 made between (1) The Minister of Health and (2) the Eastern Gas Board relates to the maintenance repair, renewal inspection and laying of a gas main the approximate position of which is indicated by a brown broken line on the filed plan.

-NOTE: Copy filed under HD301108.

- 3 (19.01.2012) The land is subject to the following rights granted by a Conveyance of land adjoining the western boundary of the land in this title dated 19 November 1981 made between (1) The Secretary of State for Social Services and (2) Contractors Plant (London & Midland Limited):-

TOGETHER WITH full right and liberty for the Purchaser in common with the Vendor and all others having the like right at all times of access to and way at all times with or without vehicles over the track between the points A, B, C and D on the said plan the Purchaser contributing a fair proportion towards the upkeep of the surface thereof and hedges or fences adjoining thereto as hereinafter appears."

NOTE: The points marked A, B, C and D referred to are similarly shown on the filed plan.

- 4 (19.01.2012) The Deed dated 15 May 1990 referred to above contains a covenant details of which are set out in the Schedule of restrictive covenants hereto.
- 5 (19.01.2012) The part of the land affected thereby are subject to the rights granted by a Deed dated 2 November 1994 made between (1) Hertsmere Borough Council (2) Shenley Part Trust and (3) Three Valleys Water PLC. By the said Deed the rights granted by the Deed dated 15 May 1990 referred to above were released.

-NOTE: Original filed.

- 6 (19.01.2012) The land is subject to the following rights granted by a Transfer of adjoining land known as Treesbank dated 24 March 1986 made between (1) The Secretary of State for Social Services and (2) Robert Rhoden Hill and Annette Yvonne Hill

TOGETHER WITH the right in common with others to the use of the storm and foul water drains running to the north of the land hereby transferred.

C: Charges Register continued

NOTE: The storm water drain referred to does not affect the land in this title. The foul water drain referred to is shown by blue broken lines on the filed plan in so far as it affects the land in this title.

7 (19.01.2012) The land is subject to the rights granted by a Transfer of adjoining land known as Longmead dated 25 April 1986 made between (1) The Secretary of State for Social Services and (2) David Peter Midson and Maureen June Midson which rights are identical with those contained in the Transfer dated 24 March 1986 referred to above.

8 (19.01.2012) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 15 May 1990 made between (1) the Secretary of State for Health (Grantor) and (2) The Colne Valley Water Company (Company) :-

"The Grantor as Trustee HEREBY GRANTS in fee simple unto the Company its successors and assigns in under or upon the land having a uniform width of ten metres situate at Shenley Hospital Radlett Lane Shenley in the said County of Hertford (hereinafter called "the said land") (which land is for the purpose of identification only and not by way of limitation or enlargement shown coloured pink on the annexed plan) the right and easement at any time and from time to time to construct and use a line or lines of pipes with or without ducts together with all such valve-boxes hydrant-boxes inspection chambers and other apparatus as the Company may reasonably think fit and all necessary or convenient markers indicating the position of the said pipes and other apparatus and at any time and from time to time to maintain replace inspect enlarge remove and do all other works in connection with the said pipes and other apparatus and in connection with the Company's water undertaking which the Company shall reasonably deem necessary or advisable TOGETHER with the natural right of support heretofore enjoyed by the said land PROVIDED always that no such valve-box hydrant-box inspection chamber or other apparatus shall exceed at the surface of the ground 1200mm x 1000mm in area nor shall such works or apparatus be raised above the surface of the ground nor any marker be so placed as to interfere with the cultivation of the said land without the prior written consent of the Grantor."

NOTE: The land coloured pink referred to is shown tinted pink on the filed plan.

9 (19.01.2012) The land is subject to the following rights reserved by the Transfer dated 18 September 1992 referred to above:-

"EXCEPTING AND RESERVING unto the Vendor and the owners and occupiers for the time being of the Retained Land and all other persons duly entitled to authorised the rights set out in the First Schedule hereto.

THE FIRST SCHEDULE

(Rights excepted and reserved)

The following rights for the Vendor and his successors in title to the Retained Land and others authorised by him or them

1. The right of priority access to and use of the existing sports facilities within the Property by the staff and patients of Shenley Hospital at such frequency and on such terms as may from time to time be agreed between the Vendor and the Purchaser or its successors in title to the Property
2. The right to enter with plant and machinery and construct to adoption standard a road across the property between the points marked A and B along such route within the land shown coloured purple on the Plan as the Vendor shall determine and the right to pass and repass at all times by day or night with or without vehicles of any description over and along such road for all purposes connected with the use and enjoyment of the Retained Land
3. Until such time as the roadway across the land shown purple on the Plan is constructed pursuant to the right contained in paragraph 2 hereof or until such time as the carrying out of such construction

C: Charges Register continued

works prevent access thereto the right to pass and repass at all times by day or night with or without vehicles of any description over and along the roads and ways within the land shown coloured purple on the Plan for all purposes connected with the use and enjoyment of the Retained Land

4. The right in common with the Purchaser and all other persons having the like right to the free passage and running of water soil electricity gas and telephones through the Services under the Property

5. The right to connect into repair maintain renew and cleanse the Services and the right of entry upon the Property for such purpose the person exercising such right causing as little damage and disturbance as possible and making good any damage caused

6. the right at any time within the perpetuity period to lay construct make and connect into any new Services under upon or over the Property as the same may be reasonably necessary for the convenient use of the Retained Land and to enter upon the Property for such purpose the person exercising such right causing as little damage and disturbance as possible and making good any damage caused

7. The temporary right until 31st December 2007 or until completion of the redevelopment of the Retained Land if sooner to pass and repass at all times by day or night with or without vehicles of any description over and along the road shown coloured orange on the Plan from Radlett Lane to the Mansion within the Retained Land for all purposes connected with the use and enjoyment of the Retained Land

8. The right to pass and repass at all times by day or night with or without vehicles of any description over and along the route coloured pink on the Plan for the purpose of gaining access to and egress from the lodge at the main gate of Shenley Hospital.

"the Retained Land" all that freehold property being the remaining parts of Shenley Hospital which for the purposes identification only are delineated on the Plan and thereon edged green but excluding the area hatched green similarly shown on the Supplementary Plan No.1 on the filed plan.

"the Services" any channels sewers drains pipes wires cables and other conducting media and ancillary facilities now existing or which may be constructed within the perpetuity period under or over the Property or the Retained Land as the case may be."

NOTE: The points marked A and B and the land coloured purple referred to are shown lettered F and G and tinted mauve on the Supplementary Plan No.1 to the filed plan. The right of way over the land coloured Orange referred to is shown tinted Orange on the Supplementary Plan No.1 to filed plan. The right of way over and along the route coloured Pink referred to is shown hatched Brown on Supplementary Plan No.1 to the filed plan.

10 (19.01.2012) The land is subject to the following rights granted by a Conveyance of other land dated 12 December 1992 made between (1) The Secretary of State for Health and (2) Bryant Homes Southern Limited and Admiral Homes Limited.

Together with the benefit of the easements and rights set out in the Second Schedule.

THE SECOND SCHEDULE

Easements and Rights benefiting the Property

1. A right of way (until adoption) at all times by day or night for all purposes connected with the development use and enjoyment of the Property for residential purposes only over and along the Access Roads with or without vehicles.

2. The right at any time to enter and remain on the Access Roads and the Excluded Land and the Retained Land coloured blue on Plan No.3 with or without workmen plant and equipment and to make connections into any

C: Charges Register continued

Conducting Media under the same as the Purchasers may wish the persons exercising such right giving at least seven days prior written notice and causing as little damage as reasonably practicable and forthwith making good any damage caused to the reasonable satisfaction of the Vendor and the local highway authority.

3. The right to the free passage and running of water soil electricity gas and other services (until adoption where applicable) through such Conducting Media as lie under the Access Roads and Excluded Land and the Retained Land shown coloured blue on Plan No.3 and which serve Property.

4. The right to lateral and subjacent support and protection for the Property and all buildings and roads which may be constructed on the Property within the Specified Period from the Retained Land and the Excluded Land.

5. The right to the free passage and running of surface water through the surface water sewer running through the land of the Vendor lying to the north-west of the Property (until such time as such sewer shall be adopted).

"Conducting Media" any sewers drains pipes gullies gutters ducts mains watercourses channels wires cables optic fibres conduits flues and other conducting media of whatever nature now existing or which may be constructed within the Specified Period.

"the Estate Roads" the roadways and footpaths which are to be constructed on the Property and the Excluded Land within the Specified Period and which shall give access to the Vendor's Units and the Second Stage Land from the Access Roads.

"Specified Period" the period of eighty years running from 10th October 1991 which period shall be the perpetuity period applicable to this Conveyance."

NOTE: The Access Roads, Excluded Land, land which forms the site of the Vendors Units and the Second Stage land referred to do not affect the land in this title. The Retained Land coloured blue on Plan No.3 referred to is shown hatched blue on the filed plan so far as it affects the land in this title.

- 11 (19.01.2012) The parts of the land affected thereby are subject to the following rights granted by a Lease of the electricity sub-station site numbered 1 on the filed plan dated 28 September 1994 made between (1) Shenley Park Trust and (2) Eastern Electricity Plc

"TOGETHER with the rights set out in the Schedule hereto

THE SCHEDULE before referred to

(a) Full right and liberty for the Company and all persons authorised by it (in common with the Lessor and all persons having the like right) to pass and repass at all times and for all purposes with or without vehicles to and from the demised land over and along the land shown by black cross hatch and by a black dot screen on the said drawing

(b) Full right and liberty for the Company to lay maintain inspect renew use alter and remove electric cables and lines and conduits or pipes for containing the same where necessary under the land shown by black cross hatch and by black diagonal hatch on the said drawing and to enter thereon and break up the surface thereof so far as necessary from time to time for the purpose of laying and thereafter as occasion shall require relaying repairing maintaining altering and removing the said electric cables and lines and conduits or pipes the Company making good so far as may be all damage occasioned thereby

(c) Full right and liberty for the Company to open gates or doors outwards over the land shown by black cross hatch on the said drawing

(d) Full right and liberty for the Company to take in and expel air from and over the adjoining land of the Lessor through the ventilators in the walls and doors of the electricity substation now or hereafter

C: Charges Register continued

during the said term to be erected on the demised land and to enter on so much of the said adjoining land of the Lessor as may be necessary from time to time for the purpose of maintaining such ventilators

(e) Full right and liberty for the Company and all persons authorised by it from time to time to enter on so much of the said adjoining land of the Lessor as may be necessary for the purposes of inspecting and maintaining the walls doors and roof of the said substation the Company causing as little inconvenience as possible in the exercise of such rights and making good and paying for any damage caused thereby."

NOTE: The land shown by black cross hatch, black dot screen and black diagonal hatch is shown by black cross hatch, brown tint and black diagonal hatch respectively on Supplementary Plan No.3 on the filed plan.

- 12 (19.01.2012) The parts of the land affected thereby are subject to the following rights granted by a Lease of a Water Booster Supply Station numbered 2 on the filed plan dated 21 October 1994 made between (1) Shenley Park Trust (Lessor) and (2) Three Valleys Water Plc (Company):-

"TOGETHER with the rights set out in the Schedule hereto

THE SCHEDULE

1. Full right and liberty for the Company and all persons authorised by it in common with all others entitled to use the same at all times to pass and repass with or without vehicles over and along the roadway shown coloured brown on the site plan annexed hereto for all purposes connected with the use and enjoyment of the demised premises but not for any other purpose whatsoever
2. Full right and liberty to lay a 150mm diameter suction and delivery mains and flow meter cable ducts approximately in the positions shown on the site plan.
3. For a maximum period of 3 months from the commencement of the term the right to occupy the area of land shown coloured green on the site plan annexed hereto surrounding the demised land as a temporary working area in connection with the construction of the water supply booster station provided that at the expiration of the said period of 3 months the temporary area shall be reinstated to the reasonable satisfaction of the Lessor."

NOTE: The roadway coloured brown referred to is hatched brown on Supplementary Plan No.4 to the filed plan. The position of delivery mains and flow meter cable and ducts referred to are shown by mauve broken lines on Supplementary Plan No.4 to the filed plan. The land shown coloured green referred to is edged blue on Supplementary Plan No.4 to the filed plan.

- 13 (19.01.2012) The parts of the land affected thereby are subject to the rights granted by a Lease of a Gas Governor edged and numbered 7 in blue on the title plan dated 5 October 2007 made between Shenley Park Trust and National Grid Gas PLC.

-NOTE:-Copy filed under HD474863.

- 14 (19.01.2012) By a Deed dated 6 August 2007 made between (1) Shenley Park Trust (2) Caroline Anne Lovat and (3) Hertsmere Borough Council the terms of the lease dated 28 June 1995 referred to in the schedule of leases hereto were varied.

-NOTE: Copy Deed filed under HD336839.

- 15 (19.01.2012) 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.

Schedule of restrictive covenants

- 1 (19.01.2012) 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.

- 2 (19.01.2012) The following are details of the covenants contained in the Deed dated 15 May 1990 referred to in the Charges Register:-

"THE Grantor to the intent and to bind (so far as practicable) the said land and every part of it into whosoever hands it may come and to benefit and protect the rights and easements hereby granted but not so as to render the Grantor personally liable in damages for any breach of covenant committed after he shall have parted with all interest in the said land hereby covenants with the Company at all times hereafter to observe perform and be bound by the restrictions and stipulations set out in the Second Schedule hereto.

THE SECOND SCHEDULE

Restrictions and stipulations to be observed

and performed by the Grantor

1. The surface of the said land shall not be lowered nor shall the surface be raised by more than 300mm above the existing level otherwise than with the consent in writing of the Company
 2. The said land shall not be disturbed so as to interfere with the right of support hereby granted
 3. Nothing shall be built erected constructed laid placed planted or grown in under or upon the said land which would render the exercise of the rights and easements hereby granted or any of them substantially more difficult or costly or which may in any way diminish interfere with or damage the purity or flow of water coming to or carried by the said pipes.
- 3 (19.01.2012) The following are details of the covenants contained in the Transfer dated 18 September 1992 referred to in the Charges Register:-

"The Purchaser hereby covenants with the Vendor to the intent that the burden of the covenant may run with and bind the property (or parts thereof as specified) and each and every part thereof and to the intent that the benefit thereof may be annexed to and run with the Dominant Tenement and each and every part thereof:-

4.1 not during the perpetuity period to use or permit or suffer to be used the Property other than as a public open space within the meaning of the Open Spaces Act 1906 and for leisure and recreation purposes together with ancillary living accommodation workshops and retail facilities (but without prejudice to the generality of the foregoing the existing residences may continue to be used as such and the land edged yellow on the Plan may be used for a nursery garden centre and for a craft and art workshops and the land hatched brown on the Plan may be used as a restaurant) without the consent of the Vendor such consent not to be unreasonably withheld Provided Always that if this covenant shall be released or varied breached or overridden in respect of any existing or approved new building within the Property the Purchaser will pay or procure the payments on demand to the Vendor (here meaning "the Secretary of State for Health" and not his successors in title to the Dominant Tenement) of a sum equal to fifty per cent of the resultant increase in value of such building

4.2 that nothing shall be done or be permitted to be done on the Property or in or upon any building erected or to be erected thereon which shall be noisome noxious or offensive or a nuisance or annoyance or cause injury or damage to the Vendor or any tenant or occupier for the time being of the Dominant Tenement or any other adjacent or neighbouring land.

"Dominant Tenement" that part of the Retained Land which for the purposes of identification only is delineated on the Plan and thereon coloured green similarly shown on the Supplementary Plan No.1 to the filed plan.

Schedule of restrictive covenants continued

"the perpetuity period" the period of eighty years from the date hereof (which period is hereby specified as the perpetuity period applicable to this Transfer)."

NOTE: The land edged yellow and the land hatched brown referred to are shown edged yellow and edged brown respectively on the Supplementary Plan No.1 to the filed plan.

Schedule of notices of leases

1	18.11.1994 1	Electricity Substation Site	28.09.1994 99 years from 28/9/1994	HD329040
	NOTE: See entry in the Charges Register relating to the rights granted by this lease			
2	06.02.1995 2	Water Booster Supply Station site at Radlett Lane	21.10.1991 99 years from 10/10/1991	HD331682
	NOTE: See entry in the Charges Register relating to the rights granted by this lease			
3	15.08.1991 3(part of) NSE	Porterslea, Shenley Park, (the air space above the height of the top of the buildings as set out in the lease is excluded)	28.07.1995 125 years from 28/7/1995 (determinable as therein mentioned)	HD336839
	NOTE 1: The lease comprises also other land			
	NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 6th June 2006			
4	30.08.2001 Edged and no.d 5 in blue on the title plan	The Engine House	27.06.2000 125 years from 27/6/2000	HD400523
5	22.10.2001 Edged and no.d 4 in blue on the supplementary plan no.5 to the title plan	Shenley Cricket Centre	15.10.2001 99 years from 15/10/2001	HD401983
6	05.05.2005 Edged and no.d 6 in blue on the title plan	Orchard Villa, Shenley Park (Ground Floor Premises)	12.07.2004 12 years from 12/7/2004	HD441092
	NOTE: The Lease comprises also other land			
7	01.11.2007 Edged and no.d 7 in blue on the title plan	Gas Governor	05.10.2007 60 years from 21/9/2001	HD474863
	NOTE: See entry in the Charges Register relating to the rights granted by this lease			

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 27 NOV 2018 AT 10:19:12. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD510276

There is/are applications(s) pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE
HERTFORDSHIRE : WATFORD

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land and buildings at Three Valleys Way, Bushey.
- 2 (26.07.2011) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 30 June 2011 referred to in the Charges Register.
- 3 (26.07.2011) The Transfer dated 30 June 2011 referred to in the Charges Register contains a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.
- 4 (11.12.2012) The land tinted green on the title plan has been removed from this title and separately registered.
- 5 (11.12.2012) The land has the benefit of the rights reserved by but is subject to the rights granted by the Transfer dated 4 December 2012 referred to in the Charges Register.
- 6 (22.01.2013) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered 1 and 2 in brown on the title plan dated 28 December 2012 made between (1) Persimmon Homes Limited and (2) Hightown Praetorian and Churches Housing Association Limited .

-NOTE: Copy filed under HD522785.
- 7 (20.02.2013) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 8 (12.07.2013) The land tinted green on the title plan has been removed from this title and separately registered.
- 9 (12.07.2013) The land has the benefit of any legal easements reserved by transfers of land removed from the title shown tinted green on the title plan.
- 10 (12.07.2013) Where the parts tinted green on the title plan include a bin store rights of user are reserved thereover.
- 11 (12.07.2013) The land adjoining the parts tinted green on the title plan has the benefit of rights of entry for the purpose of inspecting, maintaining or renewing any part of such adjoining land and for erecting scaffolding and constructing any buildings, walls or fences relating to such adjoining land reserved by transfers of the said parts tinted green on the title plan.
- 12 (12.07.2013) Where transfers of the parts tinted green on the title plan include an accessway rights of way are reserved thereover.
- 13 (16.01.2014) Where transfers of the parts tinted green on the title plan include pedestrian footpaths rights of way on foot only are

Title number HD510276

A: Property Register continued

reserved thereover.

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 (26.07.2011) PROPRIETOR: PERSIMMON HOMES LIMITED (Co. Regn. No. 4108747) of Persimmon House, Fulford, York YO19 4FE.
- 2 (26.07.2011) The price stated to have been paid on 30 June 2011 was £9,900,000.
- 3 (26.07.2011) RESTRICTION: No transfer or lease, other than a lease for a term expiring less than 25 years after the date of the lease, of the Easement Strip and Well Protection Zone, as defined by the Transfer dated 30 June 2011 made between (1) Veolia Water Central Limited and (2) Persimmon Homes Limited, referred to in the Charges Register by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by Persimmon Homes Limited of Persimmon House, Fulford, York YO19 4FE that the provisions of paragraph 11.6 of the said Transfer have been complied with or do not apply.
- 4 (26.07.2011) The Transfer dated 30 June 2011 referred to in the Charges Register contains purchaser's personal covenants.

-NOTE:-Copy filed.

C: Charges Register

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

- 1 The deeds and documents of title having been lost the land hatched blue on the title plan is subject to such restrictive covenants and easements as may have been imposed thereon before 21 May 2004 and are still subsisting and capable of being enforced.

- 2 By a Conveyance of the land edged yellow on the title plan and other land dated 30 July 1906 made between (1) Samuel John Blackwell (Vendor) and (2) The Colne Valley Water Company (Purchaser) the land edged yellow on the title plan was stated to be conveyed subject as follows:-

Subject to the right of way reserved by an Indenture dated the 4th November 1840 to one Ann Wilkinson her heirs and assigns and her and their servants and workmen and others by her or them authorised of the width of 12 feet to and from the Coachhouse and Stabling formerly belonging to the said Ann Wilkinson at the back of a dwellinghouse once in her occupation out of and into the Turnpike Road leading from Watford to London.

NOTE 1: No plan showing the location of the right of way, the Coachhouse or the Stabling referred to was lodged on First Registration.

NOTE 2: The Turnpike Road referred to is now known as Chalk Hill.

- 3 By a Conveyance of the land edged yellow on the title plan and other land dated 30 July 1906 made between (1) Samuel John Blackwell (Vendor) and (2) The Colne Valley Water Company (Purchaser) the land edged yellow on the title plan was stated to be conveyed subject as follows:-

Subject to but with the full benefit of an Indenture of Lease dated the 1st September 1874 and made between the said Samuel Blackwell of the one part and the Company of the other part whereby the said Samuel

C: Charges Register continued

Blackwell granted to the Company a right of way from and to the lands of the Company and certain rights of laying removing repairing and relaying pipes for a term of 1,000 years from the 1st July 1874 at a rent of £10 a year.

NOTE: No copy of the Lease dated 1 September 1874 was lodged on First Registration.

- 4 (26.07.2011) A Transfer of the land in this title dated 30 June 2011 made between (1) Veolia Water Central Limited and (2) Persimmon Homes Limited contains restrictive covenants.

-NOTE: Copy filed.

- 5 (24.10.2012) The land is subject to the rights granted by a Deed dated 18 October 2012 made between (1) Persimmon Homes Limited and (2) SSE Pipelines Limited.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

- 6 (11.12.2012) A Transfer of the land edged and numbered 3 in brown on the title plan dated 4 December 2012 made between (1) Persimmon Homes Limited and (2) The Electricity Network Company Limited contains restrictive covenants by the transferor.

-NOTE: Copy filed under HDS21894.

- 7 (12.07.2013) The estate roads are subject to rights of way granted by transfers of the parts edged and numbered green on the title plan.

- 8 (12.07.2013) The footpaths are subject to rights of way on foot only granted by transfers of the parts edged and numbered green on the title plan.

- 9 (12.07.2013) The accessways are subject to rights of way granted by transfers of the parts edged and numbered green on the title plan.

- 10 (12.07.2013) The management areas are subject to rights of user granted by transfers of the parts edged and numbered green on the title plan.

- 11 (12.07.2013) The parts of the land affected thereby which adjoin the parts tinted green on the title plan are subject to rights of support and protection for the parts so tinted.

- 12 (12.07.2013) The parts of the land affected thereby which adjoin the parts tinted green on the title plan are subject to rights to keep and use any foundations, chimneys, flues, eaves, guttering, drainpipes, fence posts, wall piers and similar projections thereover from the parts so tinted.

- 13 (12.07.2013) The parts of the land affected thereby which adjoin the parts tinted green on the title plan are subject to rights of entry for the purpose of inspecting, maintaining, repairing or renewing any part of the parts so tinted.

- 14 (02.08.2013) 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.

NOTE: Each lease is referenced by edging and numbering in blue on the title plan unless otherwise stated in the schedule of leases.

- 15 (16.12.2013) The visitors parking spaces are subject to rights of user granted by transfers of the parts edged and numbered green on the title plan.

- 16 (16.01.2014) The pedestrian footpaths are subject to rights of way on foot only granted by transfers of the parts edged and numbered green on the title plan.

- 17 (15.02.2017) A Deed dated 15 February 2017 made between (1) Persimmon Homes Limited (2) Amit Vallabh Vara and Bijal Mahendra Vara and (3) Aldenham Road (Bushey) Management Company Limited rectified the terms of the lease dated 30 May 2014 of Flat 10 Yew House referred to in the

C: Charges Register continued

schedule of leases hereto.

NOTE 1:- The proprietor of the registered charge dated 12 January 2016 of the tenants title number HD535445 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar.

-NOTE 2: Copy Deed filed under HD535445.

- 18 (12.05.2017) A Deed of Rectification dated 24 March 2017 made between (1) Persimmon Homes Limited (2) Aarti Uttamlal Chauhan and (3) Aldenham Road (Bushey) Management Company Limited rectified the terms of the Lease dated 30 May 2014 of Flat 11, Yew House referred to in the Schedule of Leases hereto.

NOTE 1: The proprietor of the registered charge dated 30 May 2014 of HD535381 was not a party to the Deed nor was evidence of its consent to the Deed produced to the registrar.

-NOTE 2: Copy filed under HD535276

- 19 (29.01.2018) A Deed dated 22 January 2018 made between (1) Persimmon Homes Limited (2) Jason Alexander Iain Morecraft and Tania Isabel Pais Ribeiro and (3) Aldenham Road (Bushey) Management Company Limited rectified the terms of the lease dated 30 May 2014 of Flat 3 Yew House referred to in the schedule of leases hereto

NOTE 1: The proprietor of the registered charge dated 30 May 2014 of HD5352101 was not a party to the Deed nor was evidence of its consent to the Deed produced to the registrar

-NOTE 2:- Copy filed under HD535210.

- 20 (09.02.2018) A Deed dated 22 January 2018 made between (1) Persimmon Homes Limited and (2) Alpesh Chandrakant Doshi and (3) Aldenham Road (Bushey) Management Company Limited rectified the terms of the lease dated 30 May 2014 of Flat 1 Yew House referred to in the schedule of leases hereto.

-NOTE: Copy filed under HD535385.

- 21 (09.02.2018) A Deed dated 22 January 2018 made between (1) Persimmon Homes Limited, (2) Amardeep Singh Panu and Sanpreet Kaur and (3) Aldenham Road (Bushey) Management Company Limited rectified the terms of the lease dated 30 May 2014 of Flat 9 Yew House referred to in the schedule of leases hereto.

-NOTE: Copy Deed filed under HD534850.

- 22 (19.02.2018) A Deed dated 22 January 2018 made between (1) Persimmon Homes Limited, (2) Heena Pravin Kotecha and (3) Aldenham Road (Bushey) Management Company Limited rectified the terms of the lease dated 30 May 2014 of Flat 5, Yew House referred to in the schedule of leases hereto.

-NOTE: Copy filed under HD545939.

Schedule of notices of leases

- | | | | | |
|---|---|--|---|----------|
| 1 | 02.08.2013
1 (part of)
and 4 (part
of) | Flat 6 Royal Court (second
floor) and parking space | 28.06.2013
125 years from
and including
1.1.2013 | HD527498 |
| NOTE: As to the parking space only the surface and airspace above as more particularly described in the lease is included in the title. | | | | |
| 2 | 07.08.2013
1 (part of)
and 7 (part
of) | Flat 1 Royal Court (ground
floor) and parking space | 28.06.2013
125 years from
and including
1.1.2013 | HD527604 |
| NOTE: As to the parking space only the surface and airspace above as more particularly described in the lease is included in the title. | | | | |
| 3 | 21.10.2013 | Flat 5 Royal Court (second | 28.06.2013 | HD529455 |

Schedule of notices of leases continued

	1 (part of and 2 (part of)	floor) and parking space	125 years from and including 1.1.2013	
	NOTE: As to the parking space only the surface and airspace above as more particularly described in the lease is included in the title.			
4	08.11.2013 1 (part of and 9 (part of)	Flat 4 Royal Court (first floor) and parking space	28.06.2013 125 years from and including 1.1.2013	HD529916
	NOTE: As to the parking space only the surface and airspace above as more particularly described in the lease is included in the title.			
5	27.11.2013 1 (part of and 10 (part of)	Flat 2 Royal Court (ground floor) and parking space	28.06.2013 125 years from and including 1.1.2013	HD530400
	NOTE: As to the parking space only the surface and airspace above as more particularly described in the lease is included in the title.			
6	08.11.2013 1 (part of and 8 (part of)	Flat 3 Royal Court (first floor) and parking space	28.06.2013 125 years from and including 1.1.2013	HD529921
	NOTE: As to the parking space only the surface and airspace above as more particularly described in the lease is included in the title.			
7	05.06.2014 11 (part of and 12 (part of)	Flat 9 Yew House (second floor) and parking space	30.05.2014 125 years from and including 1.1.2013	HD534850
	NOTE 1: As to the parking space only the surface and airspace above as more particularly described in the lease is included in the title.			
	NOTE 2: See entry in the Charges Register relating to a Deed of Rectification dated 22 January 2018.			
8	09.06.2014 11 (part of and 13 (part of)	Flat 4 Yew House (first floor) and parking space	30.05.2014 125 years from and including 1.1.2013	HD534928
	NOTE: As to the parking space only the surface and airspace above as more particularly described in the lease is included in the title.			
9	19.06.2014 11 (part of) :23	Flat 3 Yew House (ground floor) and parking space	30.05.2014 125 years from and including 01.01.2013	HD535210
10	20.06.2014 11 (part of) :14	Flat 2 Yew House (ground floor) and parking space	30.05.2014 125 years from and including 01.01.2013	HD535229
11	27.06.2014 11 (part of) :16	Flat 11 Yew House (3rd floor) and parking space	30.05.2014 125 years from and including 01.01.2013	HD535381
	NOTE: See entry in the Charges Register relating to a Deed of Rectification dated 24 March 2017			
12	27.06.2014 11 (part of) :15	Flat 12 Yew House (third floor) and parking space	30.05.2014 125 years from and including 01.01.2013	HD535382
13	27.06.2014 11 (part of) :17	Flat 6 Yew House (first floor) and parking space	30.05.2014 125 years from and including 01.01.2013	HD535384
14	27.06.2014 11 (part of) :18	Flat 1 Yew House (ground floor) and parking space	30.05.2014 125 years from and including 01.01.2013	HD535385

Schedule of notices of leases continued

NOTE: See entry in the Charges Register relating to a Deed of Rectification dated 22 January 2018.

15	27.06.2014 11 (part of) :19	Flat 8 Yew House (second floor) and parking space	30.05.2014 125 years from and including 01.01.2013	HD535386
16	01.07.2014 11 (part of) :20	Flat 10 Yew House (third floor) and parking space	30.05.2014 125 years from and including 01.01.2013	HD535445
NOTE: See entry in the Charges Register relating to a Deed of Rectification dated 15 February 2017.				
17	04.07.2014 21 (part of) :22	Flat 11 Hawthorn House (second floor) and parking space	26.06.2014 125 years from and including 01.01.2013	HD535551
18	18.07.2014 21 (part of) :23	Flat 5 Hawthorn House (first floor) and parking space	26.06.2014 125 years from and including 01.01.2013	HD535904
19	18.07.2014 21 (part of) :24	Flat 9 Hawthorn House (second floor) and parking space	26.06.2014 125 years from and including 01.01.2013	HD535905
20	21.07.2014 21 (part of) :25	Flat 7 Hawthorn House (first floor) and parking space	26.06.2014 125 years from and including 01.01.2013	HD535951
21	21.07.2014 21 (part of) :26	Flat 8 Hawthorn House (first floor) and parking space	26.06.2014 125 years from and including 01.01.2013	HD535952
22	29.07.2014 21 (part of) :27	Flat 13 Hawthorn House (third floor) and parking space	26.06.2014 125 years from and including 01.01.2013	HD536179
23	01.08.2014 21 (part of) :28	Flat 1 Hawthorn House (ground floor) and parking space	26.06.2014 125 years from and including 01.01.2013	HD536291
24	01.08.2014 21 (part of) :29	Flat 14 Hawthorn House (third floor) and parking space	26.06.2014 125 years from and including 01.01.2013	HD536292
25	01.08.2014 21 (part of) :32	Flat 6 Hawthorn House (first floor) and parking space	26.06.2014 125 years from and including 01.01.2013	HD536309
26	01.08.2014 21 (part of) :33	Flat 12 Hawthorn House (second floor) and parking space	26.06.2014 125 years from and including 01.01.2013	HD536329
27	04.08.2014 21 (part of) :34	Flat 2 Hawthorn House (ground floor) and parking space	26.06.2014 125 years from and including 01.01.2013	HD536330
28	05.08.2014 21 (part of) :30	Flat 4 Hawthorn House (ground floor) and parking space	26.06.2014 125 years from and including 01.01.2013	HD536366
29	05.08.2014	Flat 3 Hawthorn House	26.06.2014	HD536367

Title number HD510276

Schedule of notices of leases continued

	21 (part of) :31	(ground floor) and parking space	125 years from and including 01.01.2013	
30	18.11.2014 21 (part of):35	Flat 10 Hawthorn House (second floor) and parking space	26.06.2014 125 years from and including 01.01.2013	HD539054
31	27.01.2015 11 (part of) : 36	Flat 7, Yew House (second floor) and parking space	30.05.2014 125 years from and including 01.01.2013	HD540797
32	14.08.2015 11 (part of) 37	Flat 5, Yew House (first floor) and parking space	30.05.2014 125 years from and including 01.01.2013	HD545939

NOTE: See entry in the Charges Register relating to a Deed of Rectification dated 22 January 2018

End of register

HM Land Registry Current title plan

Title number HD510276
Ordnance Survey map reference TQ1295NW
Scale 1:1250
Administrative area Hertfordshire : Hertsmere



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This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 27 November 2018 at 10:19:12. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 10:13:24. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD220962

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (05.02.1987) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land at Sparrows Herne, Bushey.
- 2 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.
- 3 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered HD226651 in green on the filed plan dated 5 January 1987 made between (1) Aubrey William Richards (Vendor) and (2) Laing Land Limited (Purchaser):-

"The exceptions and reservations set out in the First Schedule hereto.

FIRST SCHEDULE

(Exceptions and Reservations)

1. Full right of liberty for the Vendor and his successors in title the owners and occupiers for the time being of the Retained Land or any part thereof and his or their respective servants invitees and licensees (in common with the Purchaser and all others having the like right) at all times hereafter to pass and repass with or without motor vehicles over and along the area shown hatched yellow on Plan B until such time as there has been constructed thereon the accessway having a width of 3.5 metres pursuant to the Second Schedule when at such time the right of way shall be limited to such accessway and on foot only over and along the area shown hatched brown on Plan B or such other direct right of way on foot of equivalent width between the Retained Land Richfield Road as shall be directed by the Purchaser being a route agreed between the Purchaser and the Local Planning Authority or the Secretary of State for the Environment on appeal which once agreed shall be formalised by a Deed of Grant by the Purchaser to the Vendor for all purposes connected with the lawful and proper use and enjoyment of the Retained Land in such a manner as not to cause a nuisance or annoyance to the owners and occupiers from time to time of the Property and each and every part thereof.

2. The right to lay and connect for the passage and running of water fuel gas electricity and other services to and from the Retained Land by and through all channels sewers drains pipes water courses and wires running under or over the Property or which may within the Perpetuity Period run under or over the Property and specifically (but without prejudice to the generality hereof) the right to connect all such channels sewers drains pipes water courses and wires at point X and point Y shown on Plan A the Vendor or the person so entering causing the minimum damage possible and making good as soon as practicable all damage thereby caused PROVIDED ALWAYS that the exercise of the rights granted by this paragraph shall be subject to:-

A: Property Register continued

(a) the right to lay such services and to enter onto the Property being limited to parts of the Property unbuilt upon and intended to remain so and only to be laid in accordance with a route at levels and to be of a capacity previously approved by the Purchaser such approval not to be unreasonably withheld or delayed

(b) There being no express or implied obligation upon the Purchaser (save at no cost to the Purchaser or unless indemnified by the Vendor as to such cost) to upgrade or oversize any of the services laid or intended to be laid in the Property to facilitate the rights hereby granted or to provide points of connection to Point X or Point Y on Plan A

(c) nothing being done or omitted which would prejudice or delay adoption of any roads or sewers or other areas within the Property intended to be adopted.

(d) there being adequate capacity in the sewers and other services in respect of which rights are granted (after taking into account the reasonable requirements of the Property and the intended development thereof)

(e) compliance in all respects with the requirements of the relevant authority or statutory undertaker or British Telecom

(f) when works are being carried out to any of the services serving the Property or any part thereof all reasonable steps being taken to minimise the disruption to free running and passage of such services being maintained at all times from the Property and the development thereof."

NOTE: The land hatched yellow and hatched brown referred to are edged brown and edged mauve respectively 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 (17.03.2016) PROPRIETOR: GADE PROPERTY DEVELOPMENTS LIMITED (Co. Regn. No. 1007961) of First Floor Radius House, 51 Clarendon Road, Watford WD17 1HP.
- 2 (17.03.2016) The price stated to have been paid on 16 December 2015 for the land in this title and in HD286566 was £2,060,000.
- 3 (17.03.2016) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 4 (08.09.2017) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 3.2 of an Overage Agreement dated 11 August 2017 and made between (1) Elizabeth Richards and Carol Joy Hopperton and (2) Gade Property Developments Limited have been complied with or that they do not apply to the disposition.

C: Charges Register

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

- 1 By a Conveyance dated 2 September 1914 made between (1) Charles Kempson

C: Charges Register continued

(Vendor) and (2) Alfred John Frazer and Joseph Frazer (Purchasers) the land tinted yellow on the filed plan and other land was conveyed subject as follows:-

Subject to the conditions that so long as bricks tiles and goods of that nature continue to be manufactured upon the piece of ground shown and edged round with green on said plan thereto annexed the Purchasers their heirs executors administrators or assigns should not manufacture bricks tiles or goods of that nature nor carry on any noisome or offensive trade of manufacture on the land edged round with blue or red on the said plan which may be or become a nuisance or annoyance to the Vendor his executors administrators or assigns or to owners or occupiers of adjoining or contiguous properties.

NOTE: The land tinted yellow on the filed plan forms part of the land edged red referred to and the land edged green lies to the South-West thereof.

- 2 The land is subject to the following rights contained in a Conveyance of the land edged blue on the filed plan and other land dated 30 June 1948 made between (1) Helen Margaret Nimmo (Vendor) and (2) Aubrey William Richards (Purchaser):-

"Subject Nevertheless to a right of way for the owner or owners occupier or occupiers for the time being of the property on the South East side of the said property and known as "Orchard Cottage" for all purposes with or without vehicles horses carts and carriages over and along the access lane to the property hereby conveyed and coloured green on the said plan."

NOTE: The land coloured green referred to is edged yellow on the filed plan.

- 3 The parts of the land affected thereby are subject to the following rights contained in a Conveyance of the land partly abutting the Southern boundary of the land in this title dated 27 July 1949 made between (1) Helen Margaret Nimmon (Vendor) (2) Aubrey William Richards (Mr Richards) (3) Ward Hugh Richards (Mr Hugh Richards) (4) Lloyds Bank Limited (the Bank) and (5) The County Council of The Administrative County of Hertford (the Council):-

"Mr Richards as beneficial owner and the Bank as Mortgagee hereby grant to the Council and their successors in title the right to use for such purposes as are at present enjoyed the drains laid in the positions shown approximately by the green and red lines on the said plan and the outfalls thereto and in particular in connection with the emptying of the swimming pool on and the drainage of the surface water from the land hereby conveyed and the passage of sewage from the buildings at present erected on the property hereby conveyed Together with the right for the Council and their successors in title and all persons authorised by them to enter on the said land coloured yellow on the said plan for the purpose of inspecting maintaining cleansing or renewing the said drains and the said outfalls."

NOTE: The position of the green and red lines referred to is shown by a blue broken line on the filed plan in so far as they affect The land in this title forms part of the land coloured yellow referred to.

- 4 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 5 February 1958 made between (1) Aubrey William Richards (Grantor) (2) District Bank Limited (the Bank) and (3) Central Electricity Generating Board (the Board):-

"The Grantor as beneficial owner hereby grants and the Bank as mortgagee hereby releases unto the Board FULL RIGHT AND LIBERTY for the Board to erect retain use maintain repair renew inspect and remove the electric lines and works specified in the Schedule hereto (together hereinafter referred to as "the electric lines") on and over the property situate as Bushey Heath in the Parish of Bushey in the County of Hertford and known as part of the Sparrows Herne Estate which said property is shown on the plan annexed hereto and thereon coloured pink (but as to the sites of the roads shown on the said plan in so far only as the same are now vested in the Grantor) and as incidental to the

C: Charges Register continued

rights and liberties hereinbefore described full right and liberty for the Board at their own expense and in a proper and woodmanlike manner to fell or lop from time to time all trees and coppice wood now or hereafter standing on the said property which would if not felled or lopped obstruct or interfere with the construction maintenance or working of the electric lines and also full right and liberty for the Board and all persons authorised by them from time to time and at all reasonable times hereafter to enter upon the said property for all or any of the purposes aforesaid.

THE SCHEDULE before referred to

SIX conductors for transmitting electricity by three phase current at a frequency of fifty cycles per second and at a pressure of 132,000 volts together with one earth wire and one tower for supporting the same and the equipment required by the Authority in connection therewith the said conductors and tower being erected in the position approximately indicated by a red line and a red circle respectively on the said plan attached hereto."

The said Deed also contains the following covenants.

"THE Grantor and the Bank HEREBY COVENANT with the Board as follows:-

(a) That no part of any dwellinghouse building or other erection which may at any time be upon the said property shall be so constructed or placed and no tree shrub or underwood which may at any time be planted upon the said property shall be allowed to grow so as to be or come within twelve feet of the conductors mentioned in the Schedule hereto when the same are at maximum temperature and/or maximum swing or so as to encroach upon the foundations of the tower mentioned in the said Schedule

(b) That the Grantor and the Bank will not in any manner whatsoever raise the level of the ground above the level thereof existing at the date hereof so as to make the distance between the level of such ground and the lowest conductor at any point of the span less than Twenty two feet at a temperature of One hundred and twenty two degrees Fahrenheit."

NOTE: The position of the electric line and tower referred to is shown on the filed plan.

- 5 The land is subject to the following rights granted by a Deed dated 12 December 1960 made between (1) Aubrey William Richards (Grantor) (2) District Bank Limited (the Bank) and (3) The County Council of the Administrative County of Hertford (the Council):-

"The Grantor hereby grants unto the Council and the Bank hereby releases unto the Council full right and liberty to use in common with the Grantor his successors in title and all other persons having the like right that part of the said sewer shown by the red line on the said plan as runs under that part of the land of the Grantor shown partly edged violet on the said plan (hereinafter called "the Grantor's sewer") for the passage of sewage from the said proposed Old Peoples Home and also full right and liberty to use in common with the Grantor his successors in title and all other persons having the like right the surface water drain the approximate position whereof is shown by the yellow line for the purpose of disposing of surface water from the said proposed Old Peoples Home."

NOTE: The land in this title forms part of the land of the Grantor shown partly edged violet referred to. The red and yellow lines referred to are shown by a blue broken line and a yellow broken line respectively on the filed plan in so far as they affect.

- 6 By a Deed dated 21 April 1964 made between (1) The Minister of Transport (Grantor) and (2) County Council of The Administrative County of Hertford (the Council) the land tinted pink on the filed plan was dedicated as part of the public highway.

-NOTE: Copy filed.

Title number HD220962

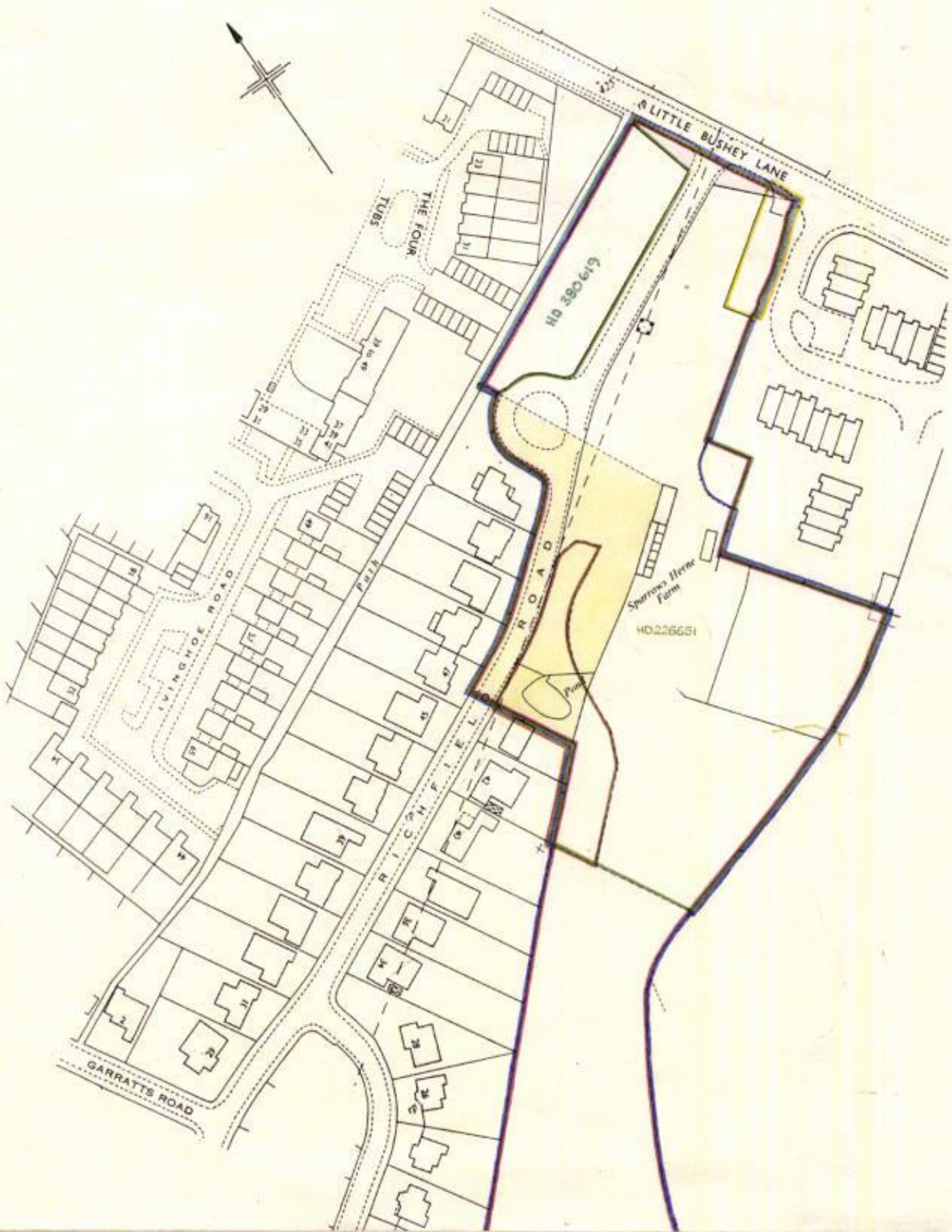
C: Charges Register continued

7 By a Deed dated 27 October 1965 made between (1) The Minister of Transport (Grantor) and (2) The County Council of The Administrative County of Hertford (the Council) the land hatched blue on the filed plan was dedicated as part of the public highway.

-NOTE: Copy filed.

End of register

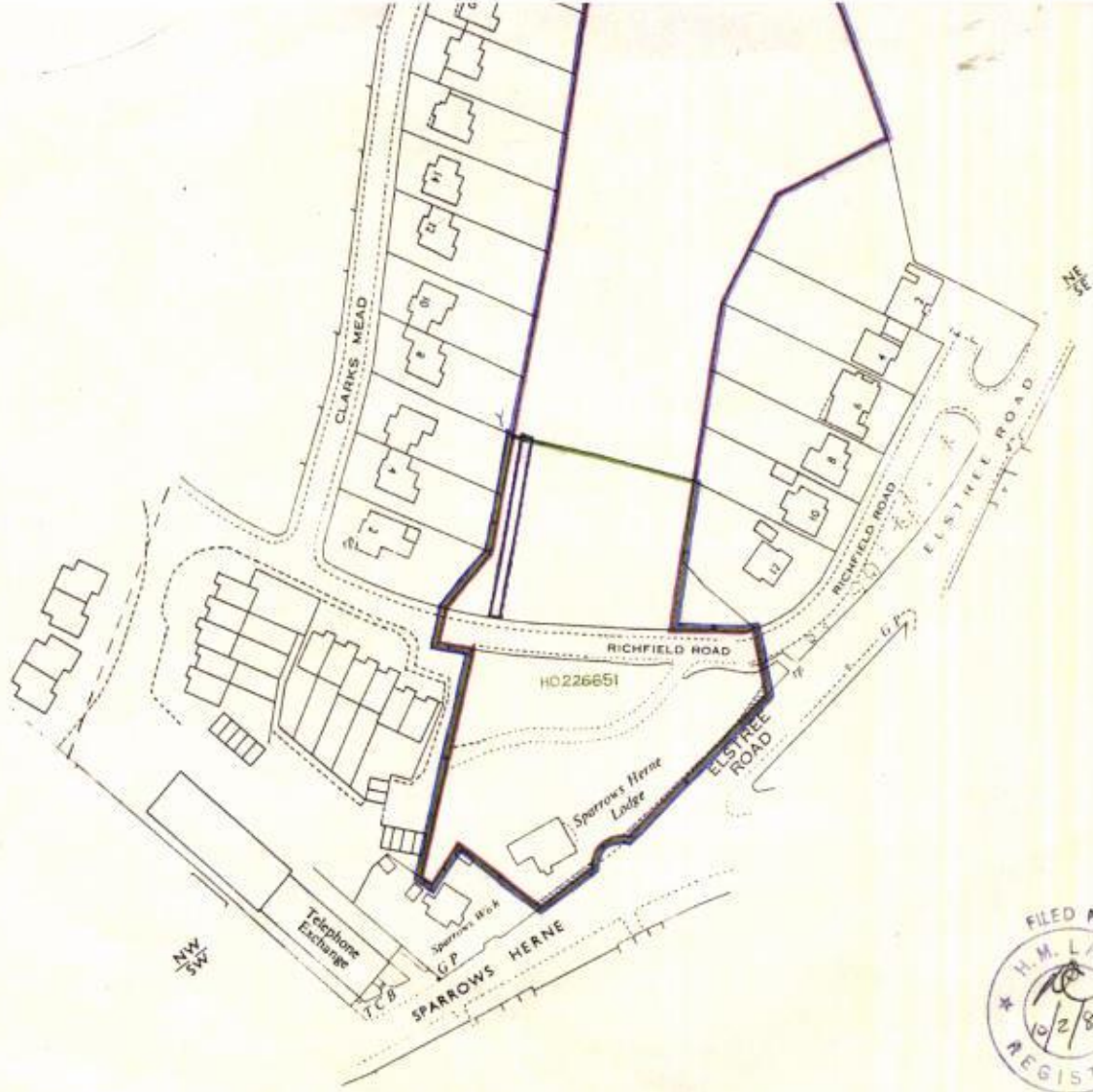
H.M. LAND REGISTRY		TITLE NUMBER
		HD 220962
ORDNANCE SURVEY PLAN REFERENCE	TQ 1494	Scale 1/1250
COUNTY HERTFORDSHIRE	DISTRICT HERTSMERE	© Crown Copyright 1987



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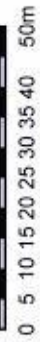
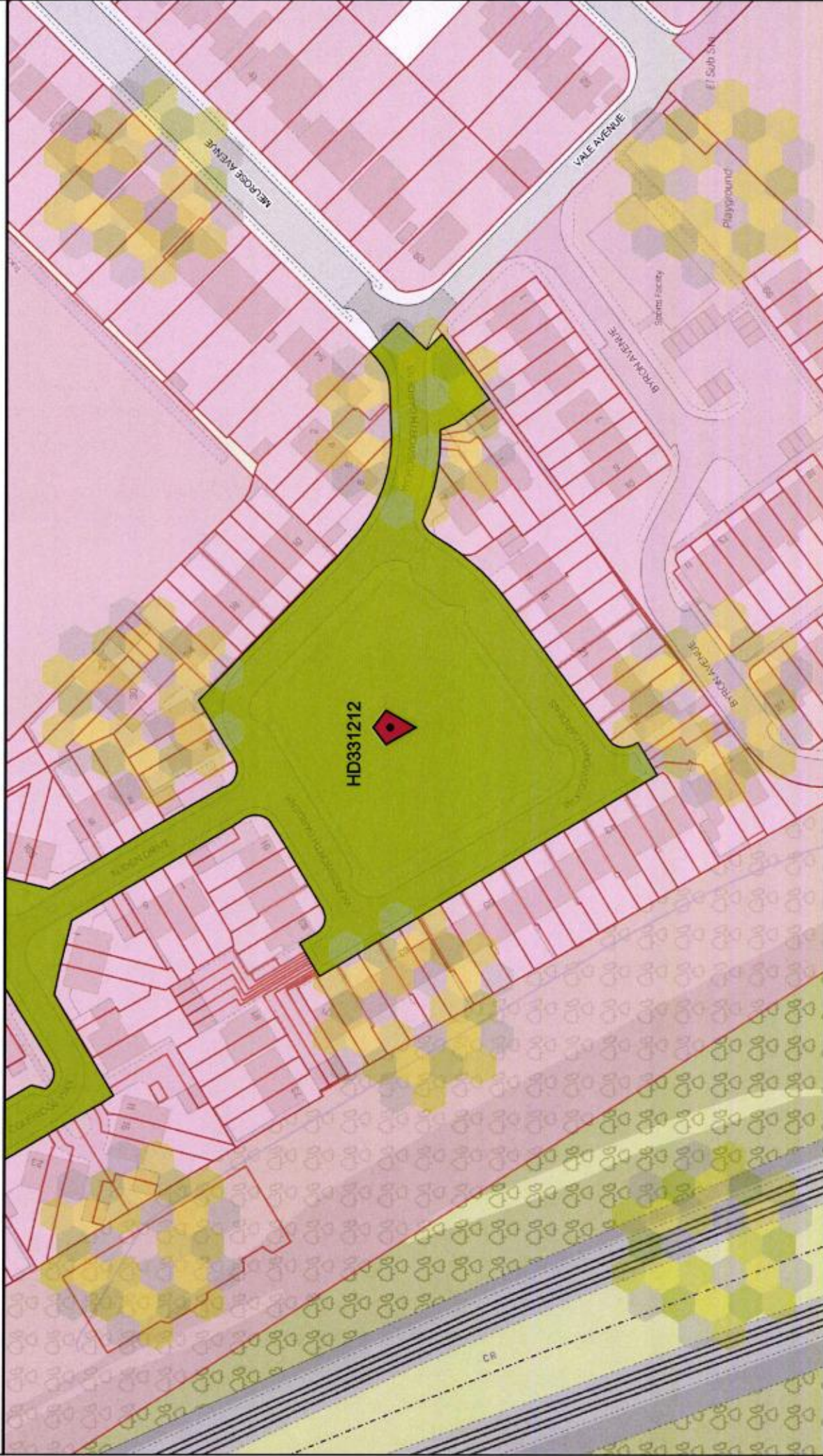
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Data last updated 10:00pm 12 DECEMBER, 2018



Title number	Estate information	Address
HD331212	Freehold	LAND AT WORDSWORTH GARDENS, BOREHAMWOOD ELECTRICITY SUB STATION COLERIDGE WAY, BOREHAMWOOD

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 10:16:08. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD331212

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land at Melrose Avenue, Borehamwood.
- 2 (23.01.1995) The land tinted brown on the filed plan has the benefit of the following rights granted by a Conveyance thereof dated 23 September 1953 made between (1) The North British & Mercantile Insurance Company Limited (the Vendor) and (2) The Minister of Works (the Purchaser):-

"THE Vendor as beneficial owner hereby conveys unto the Purchaser ALL that the property rights easements described in the Schedule hereto

THE SCHEDULE above referred to

.....
..

(2) Full right and liberty for the Purchaser and his successors in title the owners for the time being of the said land coloured pink on the said plan and all persons authorised by them (in common with others having the like right) at all times and for all purposes with or without horses cattle carts wagons motor cars and motor lorries laden or unladen to go pass and repass over and along the continuous road or way consisting of (i) the road known as Station Road shown on the said plan (ii) the roadway coloured blue on the said plan (hereinafter referred to as the "blue road") or any other road substituted for the same and (iii) the land coloured yellow on the said plan or any other road substituted for the same

(3) The right for the Purchaser and his successors in title to discharge surface and sprinkler water from the said land coloured pink on the said plan into the ditch lying between the points marked X and Y on the said plan

(4) Full right and liberty for the Purchaser and his successors in title to lay sewers drains water pipes electric wires and cables under the said Station Road the blue road and the said land coloured yellow on the said plan or overhead electric wires or cables along the same

(5) The right for the Purchaser and his successors in title (in common with all other persons having the like right) of using the sewer or drain the course of which is shewn on the said plan by a red line for the passage or conveyance of sewage water and soil from the said land coloured pink on the said plan and any buildings erected thereon and for this purpose to make and forever hereafter to maintain all such connections with the said sewer or drain at the point marked C on the said plan as may be reasonable and proper in that behalf"

NOTE: The land coloured pink referred to is tinted brown on the filed plan. Station Road referred to is edged blue on the supplementary plan to the filed plan. The blue road referred to is tinted yellow on the supplementary plan. The land coloured yellow referred to is tinted

A: Property Register continued

mauve on the supplementary plan. The points X and Y referred to are marked X and Y on the supplementary plan . The point C referred to is lettered C on the supplementary plan. The red line referred to is the line between points C and D on the supplementary plan.

- 3 (23.01.1995) The land edged and numbered 3, 4, 5 and 8 in blue on the filed plan has the benefit of the rights granted by a Deed dated 15 September 1966 made between (1) The British Railways Board and (2) The Minister of Public Building and Works.

-NOTE: Copy filed.

- 4 (23.01.1995) The land edged and numbered 3 in blue on the filed plan has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 30 September 1994 referred to in the Charges Register:-

"TOGETHER WITH the easements and rights set out in the Second Schedule

 ..

excepted and reserved out of this Conveyance unto the Vendor and his successors in title to the Vendor's adjoining land edged green on the said plan and every part thereof ("the Retained Land") the easements right and liberties referred to in the Third Schedule so far as the same affect the Property.

THE SECOND SCHEDULE

Additional Rights

- 1. Full right and liberty to the passage and running of gas electricity water and soil through all pipes wires cables drains and conduits now or at any time within a period of eighty years of the date hereof to be laid or constructed over through and under the Retained Land and to connect thereto the persons exercising such rights and liberties making good all damage caused by the exercise thereof.

THE THIRD SCHEDULE

Reservations

- 1. Full right and liberty to go pass and repass in emergency only along the roads and ways now constructed or at any time within a period of eighty years from the date hereof to be constructed upon the Property the persons exercising such right making good all damage caused by the exercise thereof.

.....
..

- 3. Full right and liberty to the passage and running of gas electricity water and soil through all pipes wires cables drains and conduits now or at any time within a period of eighty years of the date hereof to be laid or constructed over through and under the Property and the Blue Land and the right to connect thereto the persons exercising such rights and liberties making good all damage caused by the exercise thereof

In the event of the entrance to the Property from Melrose Avenue being closed by order of the local or other competent authority the Purchaser at its own cost will provide an alternative access road of equivalent width and quality to the Retained Land whereupon the right referred to in paragraph 2 of the Third Schedule shall apply to such alternative access road subject as mentioned in paragraphs 2.1. and 2.2. of that schedule and the Purchaser shall at its own cost if so requested by the Vendor grant to the Vendor a legal easement in relation thereto."

NOTE: The Retained Land referred to is edged yellow on the supplementary plan to the filed plan. The land edged and numbered 1 and 2 in blue on the filed plan forms part of the Retained Land. The Blue Land referred to is edged and numbered 4, 5 and 8 in blue on the filed

A: Property Register continued

plan so far as affects the land in this title.

- 5 (28.11.2002) The land has the benefit of the rights reserved by but is subject to the rights granted by the Transfer dated 30 September 2002 referred to in the Charges Register.
- 6 (22.04.2003) A new filed plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 7 (06.10.2003) 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.
- 8 (06.10.2003) Where the parts edged and numbered in green on the filed plan include shared accessways rights of way are reserved thereover.
- 9 (06.10.2003) Where the parts edged and numbered in green on the filed plan adjoin buildings constructed on the boundaries of the parts so edged and numbered, rights of entry for the purpose of erecting such buildings and of inspecting repairing maintaining replacing and painting the same are reserved thereover.
- 10 (06.10.2003) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 11 (06.05.2004) The Transfer dated 23 April 2004 made between (1) George Wimpey South Midlands Limited and (2) David Wilson Homes Limited contains the following provision:-

"This transfer is subject to the exceptions and reservations set out in Schedule Two of the Original Transfer as if they were repeated herein."

NOTE: The Original Transfer referred to is that dated 30 September 2002 referred to above and the land in this title has the benefit of the rights referred to over the land edged and numbered HD413603 in green on the title plan.

- 12 (16.08.2004) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 13 (08.07.2005) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer on the land edged and numbered HD442846 in green on the title plan dated 27 May 2005 made between (1) George Wimpey South Midlands Limited and (2) Chiltern Hundreds Charitable Housing Association Limited.

-NOTE: Copy filed under HD442846

- 14 (04.08.2005) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered HD443682 in green on the title plan dated 30 June 2005 made between (1) George Wimpey South Midlands Limited and (2) Chiltern Hundreds Charitable Housing Association Limited.

-NOTE: Copy filed under HD443682.

- 15 (04.08.2005) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered HD443683 in green on the title plan dated 9 June 2005 made between (1) George Wimpey South Midlands Limited and (2) Chiltern Hundreds Charitable Housing Association Limited.

-NOTE: Copy filed under HD443683.

- 16 (24.08.2005) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered HD445698 in green on the title plan dated 23 September 2005 made between (1) George Wimpey South Midlands Limited and (2) Chiltern Hundreds Charitable Housing Association Limited.

-NOTE: Copy filed under HD445698.

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 (08.05.2001) PROPRIETOR: GEORGE WIMPEY SOUTH MIDLANDS LIMITED (Co. Regn. No. 780367) of Gate House, Turnpike Road, High Wycombe, Buckinghamshire HP12 3NR and of DX96000, High Wycombe 8.
- 2 (23.01.1995) The Conveyance dated 30 September 1994 referred to in the Charges Register contains a Vendor's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 3 (08.05.2001) The price stated to have been paid on 30 March 2001 for the land in this title was £19,250,000.
- 4 (08.05.2001) The Transfer of the land in this title dated 30 March 2001 made between (1) The Loss Prevention Council, (2) McLean Homes South Midlands Limited and (3) McLean Homes Holdings Limited contains purchaser's personal covenants.

-NOTE: Original filed.
- 5 (28.11.2002) RESTRICTION: Except under an order of the registrar no disposition by the proprietor of the land is to be registered without the written consent of David Wilson Homes Limited unless a certificate is provided by the solicitor to the proprietor of the land that either

(1) the disponee has entered into a direct deed of covenant with David Wilson Homes Limited in accordance with the provisions of paragraph 4 of schedule 4 of the Transfer dated 30 September 2002 referred to in the charges register or

(2) the disposal is an authorised disposal being a disposal to an individual plot purchaser of a completed house flat maisonette and its curtilage and any associated garden garage or parking space or a disposal to a services supplier or statutory undertaker or to a local or similar authority of roadways adoptable drains or sewers for adoption purposes.
- 6 (08.03.2007) A Transfer of the land edged and numbered HD465938 in green on the title plan dated 30 June 2006 made between (1) George Wimpey South Midlands Limited (Transferor) and (2) Coleridge Properties Limited (Transferee) contains vendor's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Conveyance dated 30 September 1994 referred to in the Proprietorship Register:-

"6. The Vendor covenants with the Purchaser:

6.1 that he and his successors in title will at all times hereafter maintain adequate fences around the sides of the Retained Land not bordering on the Property or the Blue Land until such time as a fence is erected (with appropriate gates) between the Property and the Retained Land.

6.2 that he will procure from any purchaser of the Retained Land for the benefit of the Purchaser and his successors in title a covenant with the Purchaser in the same terms as are contained in clause 6.1."

NOTE: The Retained Land is edged yellow on the supplementary plan to the filed plan. The land edged and numbered 1 and 2 in blue on the filed plan forms part of the Retained Land. The Blue Land is edged and numbered 4, 5 and 8 in blue on the filed plan so far as affects the land in this title.

Schedule of personal covenants continued

- 2 The following are details of the personal covenants contained in the Transfer dated 30 June 2006 referred to in the Proprietorship Register:-

"The Transferor hereby covenants with the Transferee that it will indemnify and keep indemnified the Transferee against all proceedings costs claims and expenses whatsoever arising from any breach non performance or non observance of the Transferors obligations contained or referred to in the following documentation:

1. Agreement pursuant to section 38 of the Highways Act 1980 dated 17 January 2006 and made between Hertfordshire County Council (1) George Wimpey UK Limited (2) George Wimpey South Midlands Limited (3) and National House Building Council (4)

2. Agreement pursuant to section 104 of the Water Industry Act 1991 dated 13 October 2003 and made between (1) George Wimpey South Midlands Limited (2) National House Building Council and Thames Water Utilities Limited (3)

3. Agreement pursuant to section 106 of the Town and Country Planning Act 1990 dated 7th February 2003 and made between (1) George Wimpey South Midlands Limited (2) George Wimpey UK Limited (3) David Wilson Homes Limited (4) Hertsmere Borough Council (5) Hertfordshire County Council and (6) National House Building Council."

NOTE: The Agreement dated 7 February 2003 mentioned above is that referred to in the Charges Register.

C: Charges Register

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

- 1 (25.07.1995) A Conveyance of the land tinted yellow on the title plan and other land dated 20 February 1907 made between (1) Gerard Dixon Lee (2) Alfred Ernest Ward, David Mather Bowie and (3) Barnet Rural District Council contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (25.07.1995) A Conveyance of the tinted pink on the filed plan and other land dated 17 October 1910 made between (1) Fanny Maria Morgan, Frederick Stewart Morgan (2) Walter Cave, Hugh Patrick Guarin Maule, Henry Tanner, Alan Potter and John Hermann Square and (3) The Architects Athletic Ground Limited contains the following covenants:-

The Company hereby covenant with the Vendors their heirs executors administrators and assigns that the Company their successors and assigns will within two months from the date hereof erect and for ever afterwards maintain a suitable fence on the North East and South East sides of the hereditaments and premises where marked T on the said plan hereunto annexed AND will not do anything upon the said hereditaments and premises which may be a nuisance or annoyance to the Vendors or the owners of the adjoining property, provided however that this restriction shall not be deemed to preclude the Company its successors and assigns from using the said hereditaments and premises or permitting the same to be used as a general athletic ground and abuts for the playing of cricket football and other athletic sports games and materials AND also that the Company will not erect any building other than and excepting a pavilion or athletic club house with the necessary outbuildings upon the said hereditaments and premises, of less value than Three hundred and fifty pounds, and that no building if and when erected shall be used for any noisome noxious or offensive trade or business.

NOTE: The "T" marks do not affect the land in this title.

- 3 (25.07.1995) A Conveyance of the land cross hatched blue on the filed plan and other land dated 29 May 1911 made between (1) Fanny Maria Morgan, Frederick Stuart Morgan and (2) The Parish Council of the Parish of Elstree contains covenants details of which are set out in

C: Charges Register continued

the schedule of restrictive covenants hereto.

- 4 (23.01.1995) By a Conveyance dated 4 May 1956 made between (1) The Parish Council of The Parish of Elstree (the Council) and (2) The Minister of Works (the Purchaser) the land tinted blue on the title plan) was conveyed subject as follows:-

"subject to the covenants specified in the Second Schedule hereto so far as the same affect the said land and are still subsisting and capable of taking effect

THE SECOND SCHEDULE

Verbatim copy of the covenant contained in a Conveyance dated the 29th day of May 1911 and made between Fanny Maria Morgan and Frederick Stuart Morgan of the one part and the Council of the other part

The Parish Council (so far as they lawfully can or may) hereby covenant for themselves their successors and assigns with the Vendors that they will not without the consent in writing of the Architects Athletic Ground Company or other the Owner or Owners for the time being of the land adjoining the land intended to be hereby conveyed on the North-east side first had and obtained construct or permit to be constructed any street or road abutting thereon which may have the effect of placing any expense upon the Architects Athletic Ground Company their successors and assigns owner or owners for the time being of the said land in connection with Streets Drainage or other improvements and that in every conveyance of any portion of the property hereby conveyed to which this covenant relates from the Parish Council their successors or assigns there shall be included a similar restrictive covenant by the respective purchasers for themselves their heirs administrators executors and assigns in order that the Parish Councils' covenant hereinbefore contained may be binding upon all persons for the time being entitled to any of the land affected thereby"

Verbatim copy of the covenant contained in a Conveyance dated the 3rd day of September 1924 and made between Sir Arthur Trevor Dawson of the one part and the Council of the other part

The Council hereby COVENANTS with the Vendor that the Council its successors and assigns will erect and for ever afterwards maintain on the sides of the land hereby conveyed marked "T" on the said plan good and sufficient fences or walls not more than 6 feet in height nor less than 4 feet 6 inches in height and will not without the previous consent in writing of the Architects Athletic Ground Limited or other the owner or owners for the time being of the land marked "Athletic Ground" on the said plan construct or permit to be constructed on the land hereby conveyed any street or road abutting thereon which might have the effect of placing any additional expense on the owners of such adjoining land in connection with streets drainage or other improvements and that in every conveyance of any part of the hereditaments hereby conveyed to which this covenant relates from the Council its successors and assigns there shall be included a similar restrictive covenant by the respective Purchasers for themselves their heirs executors administrators and assigns in order that the Council's covenant hereinbefore contained may be binding on all persons for the time being entitled to any of the land affected thereby and will indemnify the Vendor in respect of any breach or breaches of this Covenant

NOTE: A "T" mark affects the far most South Eastern boundary of the land in this title. The land marked "Athletic Ground" lies to the North East of the land in this title.

- 5 (23.01.1995) By a Conveyance dated 16 May 1956 made between (1) John Laing and Son Limited (the Vendors) and (2) The Minister of Works (the Purchaser) the land tinted mauve on the filed plan was conveyed subject as follows:-

"subject to the reservations specified in the Second Schedule hereto so far as the same affect the said land and are still

C: Charges Register continued

subsisting and capable of taking effect

THE SECOND SCHEDULE

Verbatim copy of the Reservations contained
in the said Conveyance dated the 24th day of
April 1947

EXCEPT AND RESERVING unto the Vendor and its successors in title and all persons authorised by it in fee simple (1) a right of way at all times and for all purposes over and along the roads hereafter to be constructed on the property hereby conveyed and the further right to connect with the said roads and (2) The right to use the wires pipes sewers drains and watercourses hereafter to be constructed and laid in through or under the property hereby conveyed and the further right to make connections therewith with power to enter on the property hereby conveyed for the purpose of exercising such rights as aforesaid the Vendor and its successors in title doing thereby no unnecessary damage and making full compensation to the Purchaser and its successors in title for all damage done to the surface of the said roads and the land hereby conveyed by the exercise of such rights

NOTE: The Conveyance dated 24 April 1947 is the one made between (1) Atlantic Assurance Company Limited (Vendor) and (2) John Laing and Son Limited (Purchaser)

- 6 (25.07.1995) The land edged and numbered 1 in blue on the filed plan is subject to the rights granted by a Deed of Agreement dated 1 January 1958 made between (1) Elstree Parish Council and (2) Eastern Gas Board.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed under HD336239.

- 7 (25.07.1995) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 21 February 1963 made between (1) The Parish Council of Elstree and (2) The Eastern Electricity Board:-

"FULL RIGHT AND LIBERTY for the Board to lay maintain inspect renew use alter and remove electric cables and lines and conduits or pipes for containing the same where necessary under the land shown coloured green on the Drawing SK. 11725/3 Issue A annexed hereto and to break up the surface thereof so far as necessary from time to time for the purpose of laying relaying repairing maintaining and removing the said electric cables and lines and conduits or pipes HOLD the same unto the Board in fee simple to the intent that the same shall be appurtenant to and used and enjoyed in connection with the land shown coloured pink on the said drawing and the electricity substation erected or to be erected thereon."

NOTE: The land coloured green referred to is shown by a blue broken line on the filed plan. The land coloured pink referred to is edged and numbered 1 in brown on the filed plan.

- 8 (25.07.1995) A Wayleave Consent dated 26 October 1972 made between (1) Elstree Parish Council (2) Eastern Electricity Board contains rights in respect of underground cables.

-NOTE: Copy filed under HD336239.

- 9 (23.01.1995) A Conveyance of the land edged and numbered 3 in blue on the filed plan dated 30 September 1994 made between (1) The Secretary of State For The Environment (the Vendor) and (2) Commercial Union Assurance Company PLC (the Purchaser) contains the following covenants:-

"The Purchaser for itself and its successors in title hereby covenants with the Vendor not to use or permit to be used by any person company or business carrying on business at the Property or the Blue Land the name or address "Fire Research Station" or any similar name tending to create confusion with the business carried on by the Building Research Establishment."

C: Charges Register continued

NOTE: The Blue Land referred to is edged and numbered 4, 5 and 8 in blue on the filed plan so far as affects the land in this title.

- 10 (23.01.1995) The land edged and numbered 3 in blue on the title plan is subject to the following rights granted by the Conveyance dated 30 September 1994 referred to above:-

"The Purchaser as beneficial owner hereby grants to the Vendor and his successors in title to the Retained Land the easements rights and liberties referred to in paragraphs 1 and 3 of the Third Schedule so far as they affect the Blue Land for all purposes connected with the Retained Land."

NOTE: The Blue Land and the Retained Land are edged and numbered 4, 5 and 8 in blue on the filed plan and edged yellow on the supplementary plan to the filed plan.

- 11 (22.04.2003) A Conveyance of the land edged and numbered 1 and 2 in blue on the filed plan dated 16 June 1995 made between (1) The Secretary of State for the Environment (2) The Loss Prevention Council contains the following covenants:-

"The Purchaser covenants with the Vendor for itself and its successors in title not to use or permit to be used by any person company or business carrying on business upon the said land the name and address "Fire Research Station" or any similar name tending to create confusion with the business carried on by the Building Research Establishment."

- 12 (02.11.1995) A Deed dated 15 August 1995 affecting the land edged and numbered 3, 4, 5 and 8 in blue on the filed plan made between (1) Hertsmere Borough Council, (2) The Loss Prevention Council, (3) Hertfordshire County Council and (4) Midland Bank PLC relates to a planning agreement under Section 106 of the Town and Country Planning Act 1990.

~NOTE: Copy filed.

- 13 (28.11.2002) A Transfer of the land edged and numbered 6 and 7 in blue on the filed plan dated 30 September 2002 made between (1) George Wimpey South Midlands Limited (Transferor) and (2) David Wilson Homes Limited (Transferee) contains covenants by the Transferor.

~NOTE: Original filed under HD413603.

- 14 (13.03.2003) An Agreement dated 7 February 2003 made between (1) George Wimpey South Midlands Limited (2) George Wimpey UK Limited (3) David Wilson Homes Limited (4) Hertsmere Borough Council (5) Hertfordshire County Council and (6) National House Building Council pursuant to Section 106 of the Town and Country Planning Act 1990, Section 111 of the Local Government Act 1972 and Sections 38 and 278 of the Highways Act 1980 contains restrictive conditions and provisions relating to the development of the land in this title and other land. The said Agreement also dedicates a small piece of land in the eastern corner of the land in this title as part of the public highway.

- 15 (06.10.2003) The estate road included in the title is subject to rights of way and the footpaths are subject to rights of way on foot only.

- 16 (06.10.2003) The land is subject to rights of drainage and rights in respect of water soil gas electricity and other supply services.

- 17 (06.10.2003) The parts of the land affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to the right to erect dwellings on the parts so edged and numbered up to the boundary of the said adjoining land and to rights of support for such dwellings.

- 18 (06.10.2003) The parts of the land affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to rights to have the the foundations eaves roofs chimneys verges gutters windows downspouts flues and any other such projections on the parts so edged and numbered overhanging or lying under the adjoining land in this title and to rights of entry for the purpose of erecting inspecting repairing maintaining replacing and painting of such

C: Charges Register continued

projections and other boundary structures.

- 19 (06.10.2003) The parts of the land affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to the right to tie in the dwellings erected or to be erected on the parts so edged and numbered to the walls of the dwellings erected or to be erected on such adjoining plots.
- 20 (06.10.2003) The shared accessways included in the title are subject to rights of way.
- 21 (06.05.2004) A Transfer of the land edged and numbered HD413603 in green on the title plan dated 23 April 2004 contains the following covenant by the Transferor:-

"The Transferor covenants to comply with the restrictive covenants contained at Schedule Four of the Original Transfer as if paragraph 13.4 and Schedule Four of the Original Transfer were repeated herein."

NOTE: The Original Transfer referred to is that dated 30 September 2002 referred to above.

- 22 (04.03.2005) UNILATERAL NOTICE affecting the land tinted pink on the supplementary plan 3 to the title plan in respect of a Contract for Sale made between (1) George Wimpey South Midlands and (2) Chiltern Hundreds Charitable Housing Association Limited.
- 23 (04.03.2005) BENEFICIARY: CHILTERN HUNDREDS CHARITABLE HOUSING ASSOCIATION LIMITED of Hundreds House, 24 London Road west, Amersham, Bucks HP7 0EZ and care of Owen White, Senate House, 62-70 Bath Road, Slough, Berks SL1 3SR.
- 24 (20.05.2005) 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.
- 25 (14.11.2005) The parts of the land affected thereby are subject to the following rights granted by a Lease of the land edged yellow on the title plan dated 22 July 2005 referred to in the schedule of leases hereto:-

"TOGETHER with the Rights

THE SCHEDULE

.....
..

2. Full right and liberty for the Company to lay maintain inspect renew use alter and remove the Conduits wheree necessary under the Cable Route and upon giving a reasonable period of notice (save in the case of emergency when no notice shall be necessary) to enter thereon and break up the surface of so much of the Retained Land as may be necessary from time to time for the purpose of laying and thereafter as occasion shall require relaying repairing maintaining altering and removing the Conduits the Company making good so far as may be all damage occasioned thereby.

3. Full right and liberty for the Company to open gates and doors outwards.

4. Full right and liberty for the Company to take in and expel air from and over the Retained Land through the ventilators in the walls and doors of the Substation.

5. Full right and liberty for the Company to discharge rainwater from the roof spouts gutters and pipes (if any) of the Substation on the Retained Land or into the surface water drains now or hereafter during the Term to be laid under the Retained Land.

6. Full right and liberty for the Company and all persons authorised by it from time to time to enter on to so much of the Retained Land as may be necessary for the purposes of inspecting maintaining cleansing repairing renewing and replacing the Substation and equipment therein

C: Charges Register continued

contained the Company causing as little inconvenience as possible in the exercise of such rights and making good any damage occasioned thereby to the reasonable satisfaction of the Landlord."

NOTE 1: The terms used above are described in the lease as follows:

"The Company" - EDF Energy Networks (EPN) PLC.

"The Conduits" - electric cables and lines and conduits or pipes for containing the same.

"The Cable Route" - so much of the land as falls within the above mentioned title in the position shown by black hatching on the Drawing.

"The Drawing" - drawing number 3/715679/1/1/S attached to this Lease.

"The Retained Land" - land (other than the Demised Land) comprised in Title Number HD331212.

-NOTE 2: Copy lease plan filed.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 20 February 1907 referred to in the Charges Register:-

"The Council do hereby for themselves, their successors and assigns covenant with the Vendor his heirs executors administrators and assigns owner or owners for the time being of the land conveyed to him by an Indenture of Conveyance dated the third day of January One thousand nine hundred and seven and made between the Reverend Arthur Richard Thomas Eales of the one part and the Vendor of the other part (other than the land hereby conveyed) and every or any part thereof that the Council their successors and assigns will henceforth perform observe and keep all the said covenants and conditions contained in the said First Schedule hereto AND it is hereby agreed and declared that the said covenant stipulations and conditions shall run with the land hereby conveyed and every part thereof and shall be binding on the Council their successors and assigns the owner or owners for the time being of the land hereby conveyed or any part thereof and shall be enforceable by the Vendor his heirs executors administrators or assigns owner or owners for the time being of the lands comprised in the said Indenture of Conveyance dated Third day of January One thousand nine hundred and seven (other than the lands hereby conveyed) or any part thereof.

THE FIRST SCHEDULE above referred to

The Purchasers will within one month from the date hereof erect and for ever thereafter maintain a suitable and substantial fence upon the sides of the said land marked T on the Plan drawn hereon. No buildings shall be erected upon the land hereby conveyed which shall be used for any noisome noxious or offensive trade or business and no buildings shall be of less value than Two hundred and fifty pounds such value being calculated at the net first cost of labour and materials estimated at the lowest current prices.

No buildings shall be erected nearer to the Furze Hill Road than thirty feet.

NOTE: No 'T' marks were shown on the copy plan supplied on first registration.

- 2 The following are details of the covenants contained in the Conveyance dated 29 May 1911 referred to in the Charges Register:-

"AND the Parish Council (so far as they lawfully can or may) hereby covenant for themselves their successors and assigns with the Vendors that they will not without the consent in writing of the Architects Athletic Ground Company or other the Owner or Owners for the time being of the land adjoining the land intended to be hereby conveyed on the North East side first had and obtained construct or permit to be constructed any street or road abutting thereon which may have the effect of placing any expense upon the Architects Athletic Ground Company their successors and assigns owner or owners for the time being of the said land in connection with Streets Drainage or other

Title number HD331212

Schedule of restrictive covenants continued

improvements and that in every conveyance of any portion of the property hereby conveyed to which this covenant relates from the Parish Council their successors or assigns there shall be included a similar restrictive covenant by the respective purchasers for themselves their heirs administrators executors and assigns in order that the Parish Council's covenant hereinbefore contained may be binding upon all persons for the time being entitled to any of the land affected thereby."

Schedule of notices of leases

1	14.11.2005	Electricity sub-station, Edged yellow Coleridge Way	22.07.2005 99 years from 22.7.2005	HD446739
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NOTE: See entry in the Charges Register relating to the rights granted by this lease

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 10:17:15. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD444897

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (15.09.2005) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the south west side of Clarendon Road, Borehamwood.
- 2 (15.09.2005) By Transfers and Conveyances of adjacent or neighbouring land pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.
- 3 (15.09.2005) The land tinted pink on the title plan has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 28 February 1900 referred to in the Charges Register.
- 4 (15.09.2005) The land tinted blue on the title plan and other land has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 10 January 1903 referred to in the Charges Register.

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 (15.09.2005) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

- 1 (15.09.2005) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.
- 2 (15.09.2005) The land and other land is subject to the payment of two yearly sums of £2 each payable to the poor of Elstree and of a yearly sum of 6/8d payable to the Lord of the Manor of Elstree (if and as so far as the same are legally recoverable and have not been redeemed) but has the benefit of a partial indemnity contained in a Deed dated 20

C: Charges Register continued

November 1884 made between (1) Arthur William Webb (2) John Brodie and others and (3) Samuel Johnson and a complete indemnity contained in a Deed dated 11 June 1885 made between (1) Thomas Allen Heckley and John Charles Tucker Steward and (2) Anne Shaw.

- 3 (15.09.2005) A Conveyance of the land tinted pink on the title plan dated 28 February 1900 made between (1) Edwin Clifford and (2) Forbes Lawson Perham and George Smith contains covenants.

-NOTE: Copy filed.

- 4 (15.09.2005) A Conveyance of the land tinted pink on the title plan dated 10 January 1903 made between (1) Edwin Clifford and (2) Frederick William Day contains covenants.

-NOTE: Copy filed.

- 5 (15.09.2005) The land is subject to an Agreement for an Exchange of Land dated 16 February 1984 made between (1) Hertsmere Borough Council and (2) George Longden Estates Limited.

-NOTE: Copy filed.

- 6 (13.09.2006) The parts of the land affected thereby are subject to the rights granted by a lease dated 9 November 1962 of an electricity sub-station lying to the south west of the land in this title for a term of 63 years less 1 day from 25 December 1960.

NOTE: Lease registered under HD457902.

- 7 (13.09.2006) By a Deed dated 6 September 1963 made between (1) J Sainsbury Limited and (2) The eastern Electricity Board the terms of the lease referred to above were varied.

-NOTE: Copy Deed filed under HD33162.

- 8 (13.09.2006) By a Deed dated 27 November 1968 made between (1) J Sainsbury Limited and (2) The Eastern Electricity Board the terms of the lease referred to above were varied.

-NOTE: Copy Deed filed under HD33162.

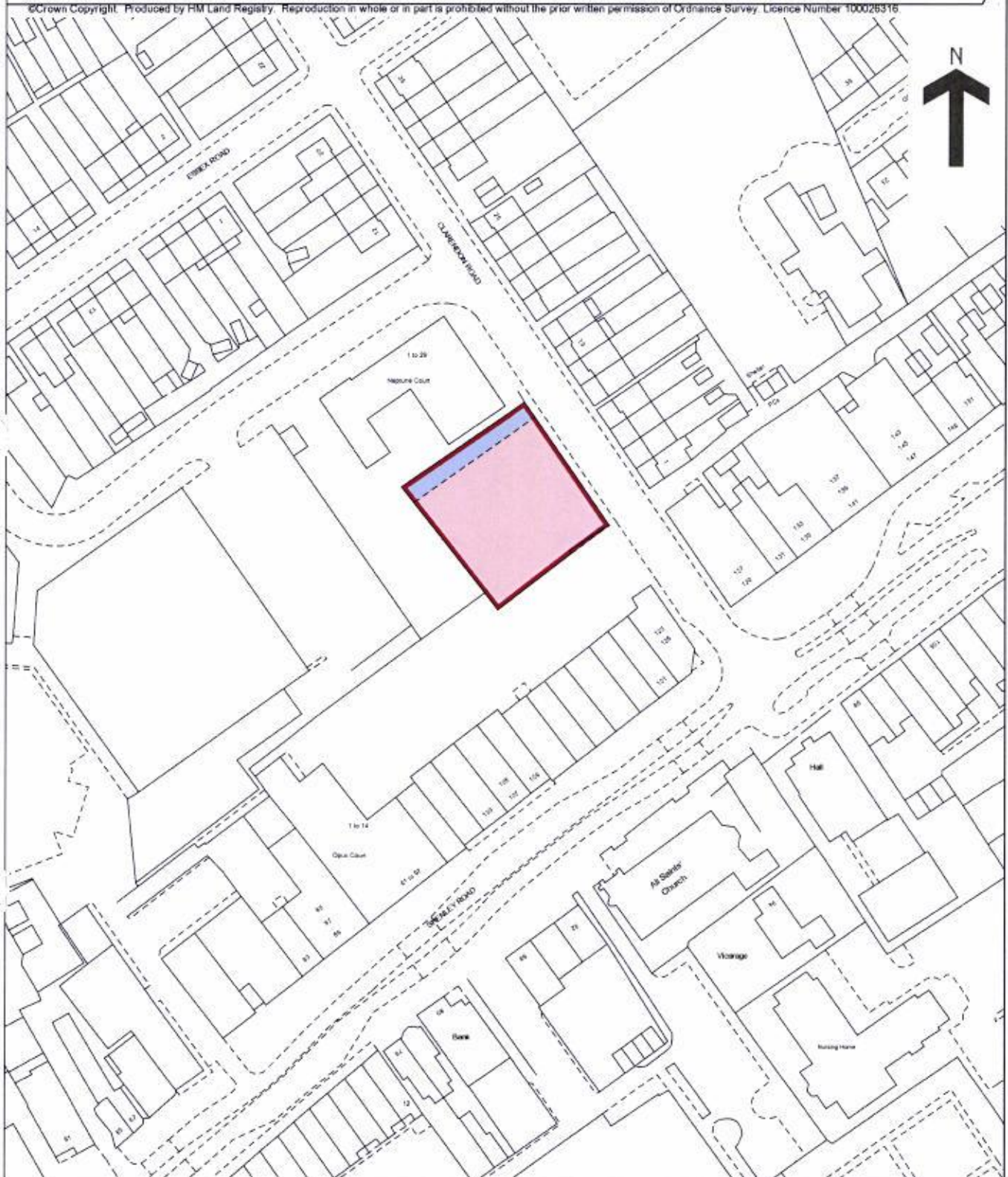
End of register

HM Land Registry Current title plan

Title number **HD444897**
Ordnance Survey map reference **TQ1996NW**
Scale **1:1250**
Administrative area **Hertfordshire : Hertsmere**



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This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 December 2018 at 10:20:34. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 11:16:22. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD353911

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (28.04.1997) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land lying to the North of Elstree Way, Borehamwood.
- 2 (28.04.1997) A Conveyance of the land in this title and other land dated 23 December 1936 made between (1) Herbert Arthur Pritchard and Robert Henry Stuart Edelstone Behrend (the Vendors) and (2) The Elstree Estate Holding Company Limited (the Purchasers) contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED as follows:-

(a) The Purchasers shall not be entitled to any right of access of light or air or other easement to the hereditaments hereby conveyed which would in any way prejudicially affect the free and unrestricted user by the Vendors or their successors in title of any adjoining or neighbouring property of the Vendors for building or other purposes

(b) The Purchasers shall not be entitled to any right to enforce any restrictive covenant or provision now or hereafter affecting any adjacent land or building nor prevent the release or modification thereof nor to restrict the user of any other land now or formerly belonging to the Vendors or their predecessors in title

(c) Any light air or other easement from time to time in fact enjoyed by the Purchasers or their successors in title shall be deemed to be enjoyed by the express (but revocable) consent of the Vendors and the Vendors reserve to themselves and their successors in title the right to build to any height allowed by the Local Authority upon the land adjoining the hereditaments hereby conveyed."
- 3 (22.05.2014) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

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 (28.04.1997) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts, WD6 1WA.
- 2 (28.04.1997) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

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

- 1 (28.04.1997) A Deed dated 20 March 1932 made between (1) The Rural District Council of Barnet (Council) and (2) Sir Herbert Ingram and John Lewis Griffith (Owners) contains the following covenants:-

"NOW THIS DEED WITNESSETH that the Council in consideration of the stipulations and conditions hereinafter contained hereby permit the development of the Estate in manner following that is to say:-

(a) the land coloured blue on the said plan shall be available for the erection of buildings in connection with and for the purposes of the Film Industry and/or for private dwellinghouses at a density of eight houses to the acre and generally with the consent of the Council for the erection of industrial buildings other than those for the purposes of obnoxious or offensive trades or businesses."

NOTE: The land in this title forms part of the land coloured blue referred to

By a Agreement dated 11 October 1938 made between (1) The Rural District Council of Barnet (2) Herbert Arthur Pritchard and Robert Henry Stuart Edelstone Behrend and (3) Elstree Estate Holding Company Limited the said covenants were expressed to be varied. Neither the original agreement nor a legible copy thereof or as supplied on First Registration.

- 2 (28.04.1997) A Transfer of the land in this title dated 11 March 1997 made between (1) The Governing body of Holmhill School and (2) Hertsmere Borough Council contains restrictive covenants.

NOTE 1: Where relevant, the provisions contained in the earlier documents or registers referred to in the above deed are set out in the registers of this title

-NOTE 2: Original filed.

- 3 (28.04.1997) The land is subject to the rights reserved by the Transfer dated 11 March 1997 referred to above.

- 4 (29.10.1998) The parts of the land affected thereby are subject to the following rights granted by a Lease of an electricity sub-station site dated 14 October 1998 details of which are set out in the schedule of leases thereto, together with the rights to hold the same for the term.

THE SCHEDULE

1. Full right and liberty for the Company and all persons authorised by it (in common with the Landlord and all persons having the like right) to pass and re-pass at all times and for all purposes with or without vehicles to and from the Demised Land over and along the land shown with black dot screen and black cross hatching superimposed on blue colouring on the Drawing
2. Full right and liberty for the Company to lay maintain inspect renew use alter and remove the Conduits where necessary under the Cable Route and upon giving a reasonable period of notice (save in the case of emergency when no notice shall be necessary) to enter thereon and break up the surface of so much of the land of the Landlord as necessary from time to time for the purpose of laying and thereafter as occasion shall require relaying repairing maintaining altering and removing the Conduits the Company making good so far as may be all damage occasioned thereby
3. Full right and liberty for the Company to open gates and doors outwards over the land shown on the Drawing
4. Full right and liberty for the Company to take in and expel air from and over the Retained Land through the ventilators in the walls of the Substation.
5. Full right and liberty for the Company to discharge rainwater from

C: Charges Register continued

the roof spouts gutters and pipes of the Substation into the surface water drains now or hereafter during the said Term to be laid under the Retained Land

6. Full right and liberty for the Company and all persons authorised by it from time to time to enter on to so much of the Retained Land as may be necessary for the purposes of inspecting maintaining repairing and renewing the electrical equipment housed in the Substation Company causing as little inconvenience as possible in the exercise of such rights and making good and paying for any damage caused thereby.

In this deed the following words and expressions shall have the following meanings unless inconsistent with the context:-

Words and expressions	Meanings
"the Cable Route"	so much of the land as falls within the above mentioned titles in the position shown by black diagonal hatching and black cross hatching superimposed on blue colouring on the drawing.
"the Conduits"	electric cables and lines and conduits or pipes for containing the same
"the Rights"	The rights and easements contained in the Schedule of this lease

NOTE: The land shown by a black dot screen, black diagonal hatching and black cross hatching coloured blue referred above to is reproduced on the supplementary plan to the filed plan.

- 5 (21.07.2006) 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.
- 6 (21.07.2006) By a Deed dated 10 April 2006 made between (1) Hertsmere Borough Council and (2) EDF Energy Networks (EPN) PLC the registered Lease dated 14 October 1998 referred to above was varied by the substitution of a new plan for the old plan. In addition, the right granted in clause 1 of the Schedule to the lease was released and a new right expressed to be granted.
- NOTE: Copy filed under title HD369991.
- 7 (10.08.2006) UNILATERAL NOTICE in respect of easements provided for in an Agreement for Lease dated 13 March 2006 made between (1) Hertsmere Borough Council and (2) Salmon Harvester Properties Limited.
- 8 (10.08.2006) BENEFICIARY: Salmon Harvester Properties Limited (Co. Regn. No. 02921283) of Tiddington Road, Stratford upon Avon, Warks CV37 7BJ.

Schedule of notices of leases

- | | | | | |
|---|---------------------|-------------------------|---------------|----------|
| 1 | 29.10.1998 | Electricity sub-station | 14.10.1998 | HD369991 |
| | Edged & no'd 1 site | | 99 years from | |
| | in blue. | | 14.10.98 | |
- NOTE 1: See entry in the Charges Register relating to the rights by this lease and the Deed of Variation dated 10 April 2006.

NOTE 2: The lease comprises also other land

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 11:14:55. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD455828

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (09.08.2006) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land lying to the north of Elstree Way, Borehamwood.
- 2 (09.08.2006) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.
- 3 (09.08.2006) By Transfers and Conveyances of adjacent or neighbouring land pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.
- 4 (09.08.2006) The land has the benefit of such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were reserved by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.
- 5 (09.08.2006) The Conveyance dated 23 December 1936 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED as follows:-

(a) The Purchasers shall not be entitled to any right of access of light or air or other easement to the hereditaments hereby conveyed which would in any way prejudicially affect the free and unrestricted user by the Vendors or their successors in title of any adjoining or neighbouring property of the Vendors for building or other purposes

(b) The Purchasers shall not be entitled to any right to enforce any restrictive covenant or provision now or hereafter affecting any adjacent land or building nor prevent the release or modification thereof nor to restrict the user of any other land now or formerly belonging to the Vendors or their predecessors in title

(c) Any light air or other easement from time to time in fact enjoyed by the Purchasers or their successors in title shall be deemed to be enjoyed by the express (but revocable) consent of the Vendors and the Vendors reserve to themselves and their successors in title the right to build to any height allowed by the Local Authority upon the land adjoining the hereditaments hereby conveyed."

Title number HD455828

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 (09.08.2006) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

- 1 (09.08.2006) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.
- 2 (09.08.2006) By a Conveyance dated 23 December 1936 made between (1) Herbert Arthur Pritchard and Robert Henry Stuart Edelstone Behrend (Vendors) and (2) The Elstree Estates Holding Company Limited (Purchasers) the land in this title together with other land was conveyed subject to various matters.

-NOTE 1: Copy Conveyance filed

NOTE 2: No further details of the earlier Conveyances referred to in the Conveyance dated 23 December 1936, nor a plan to that Conveyance, were lodged on first registration.

- 3 (17.08.2006) UNILATERAL NOTICE in respect of easements provided for in an Agreement for Lease dated 13 March 2006 made between (1) Hertsmere Borough Council and (2) Salmon Harvester Properties Limited.
- 4 (17.08.2006) BENEFICIARY: Salmon Harvester Properties Limited (Co. Regn. No. 02921283) of Tiddington Road, Stratford Upon Avon, Warwickshire CV37 7BJ.
- 5 (18.06.2014) The land is subject to the easements granted by a lease dated 29 April 2014 of Ground Floor Office Accommodation, Civic Offices, Elstree Way for a term of 25 years from 29 April 2014

-NOTE:-Copy files under HD534439.

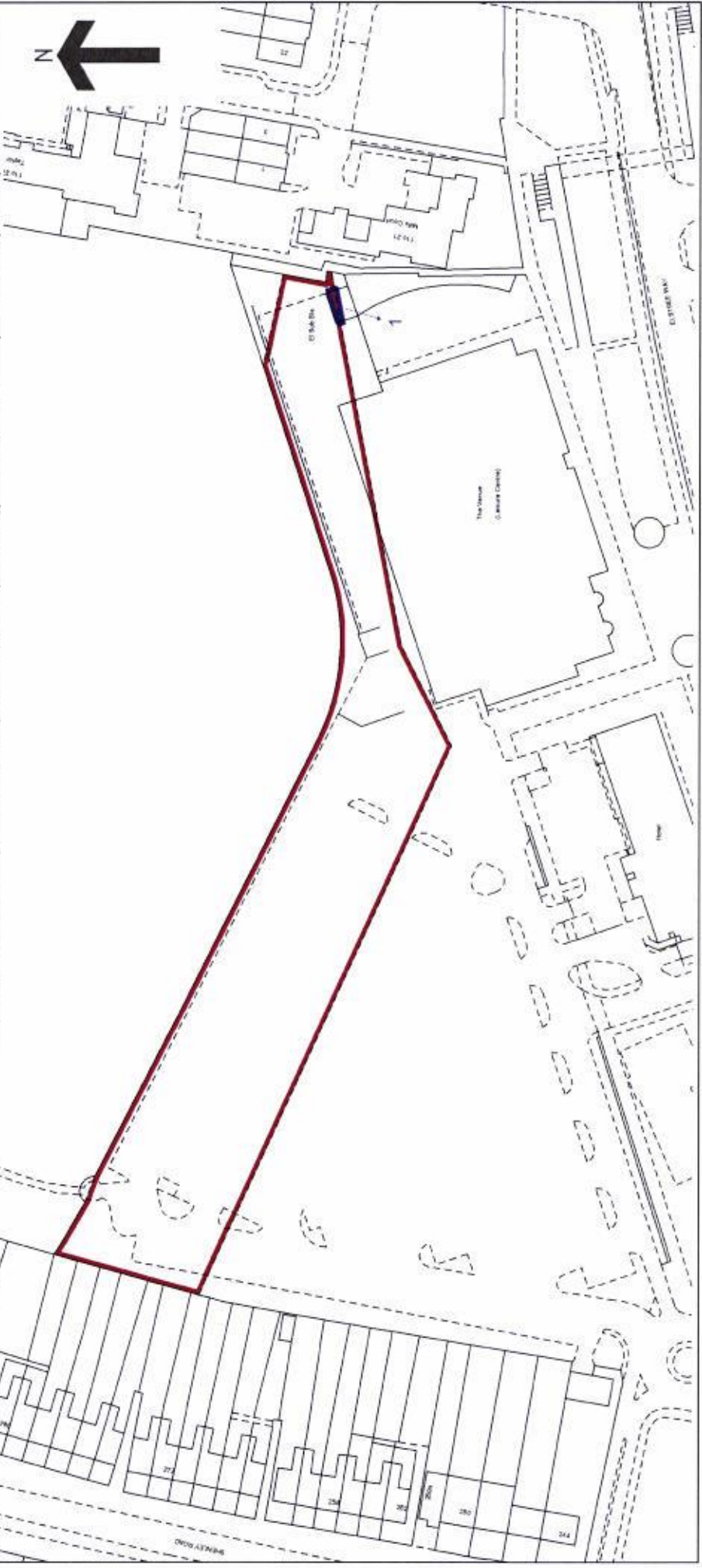
End of register

HM Land Registry Current title plan

Title number **HD353911**
Ordnance Survey map reference **TQ2097SW**
Scale **1:1250**
Administrative area **Hertfordshire : Hertsmere**



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This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 December 2018 at 11:17:00. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 10:21:17. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD432453

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (21.07.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Meadow Park, Broughinge Road, Borehamwood (WD6 5AL).

NOTE: The land tinted green on the title plan is not included in the title.

- 2 (25.08.2006) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

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 (21.07.2004) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Hertfordshire WD6 1WA.

C: Charges Register

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

- 1 (21.07.2004) A Conveyance of the land tinted blue and tinted yellow on the title plan and other land dated 18 May 1925 made between (1) Henry James Wise (2) Herbert Edwin Clifford (3) Henry James Wise and Harry Varley Scott and (4) Walter Thomas Lear contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (21.07.2004) A Conveyance of the land tinted pink on the title plan and other land dated 28 October 1929 made between (1) The Right Honourable Edmund Henry Earl of Stratford (Vendor) and (2) The Barnet Rural District Council (Council) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (21.07.2004) The land is subject to the following rights reserved by a Conveyance of the land tinted blue on the title plan and other land dated 9 October 1934 made between (1) Walter Thomas Lear and (2) Provincial Garden Cities Limited :-

EXCEPTION AND RESERVATION unto the Vendor and the persons deriving title under him of the right at any time to erect or suffer to be erected any buildings or other erections and to alter any buildings or

C: Charges Register continued

other erections then standing or thereafter to be erected on any part of the adjoining land of the Vendor in such a manner as to obstruct or interfere with the passage of light or air to any building which was or might be erected upon any part of the property thereby conveyed and it was thereby declared that the Purchasers should not be entitled to any right of access of light or air to buildings to be erected on the land thereby conveyed which would restrict or interfere with the free user of any part of the Vendor's said land for building or other purposes and there should be excepted and reserved to the Vendor and the persons deriving title under him the right to sell lease or otherwise deal with any of his adjoining or neighbouring land either subject to or free from any of the stipulations and restrictions mentioned in the 3rd Schedule thereto and all privileges in respect of light or air now enjoyed over the Vendor's adjoining or neighbouring land in respect of the premises hereby conveyed should be deemed to be so enjoyed by the license or consent of the Vendor or the persons deriving title under him and not as of right.

- 4 (21.07.2004) 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.

Schedule of restrictive covenants

- 1 (21.07.2004) The following are details of the covenants contained in the Conveyance dated 18 May 1925 referred to in the Charges Register:-

Mr Lear for himself and his assigns hereby covenants with Mr Wise his heirs and assigns and as a separate covenant with the Trustees their heirs and assigns owners or owner of that part of the Thatched Cottage Property which is retained by Mr Wise and the Trustees and also separately with each person who is the owner or occupier of any part heretofore sold of the Thatched Cottage Property and the heirs and assigns of such person that Mr Lear his heirs and assigns will henceforth observe and perform such of the Estate Stipulations as relate to the Farm and ought to be observed by the owner or owners for the time being of the Farm

1. No hut caravan house-on-wheels or other chattel adapted or intended for use as a dwelling or sleeping apartment shall be erected made placed or used or allowed to remain on any part of the lands coloured on the said plan nor shall any hoarding or bill posting or advertising station be erected placed or allowed to remain on any part of the same lands

2. No house shall be erected on any part of the land coloured on the said plan which exclusive of outbuildings (other than domestic offices) shall be of less value than £500 based on present values but to be reduced or increased as the case may require The value of a house shall be taken at its first net cost in materials and labour of construction only estimated at the lowest current prices Any question as to value shall be settled by the surveyor of the Trustees whose decision shall be final

3. Mr Lear shall within three months after being called upon by the Trustees or Mr Clifford so to do make and forever maintain good and suitable close boarded or open fences on the sides of the hereditaments hereinbefore conveyed which are marked "T" within the boundary such fences to be not less than 2 feet 6 inches high or more than 3 feet 6 inches high where between any front building line and the road in front of the same and elsewhere to be not less than 4 feet 6 inches in height or more than 6 feet in height No fence between any front building line and the road in front of the same shall exceed three feet six inches in height nor shall any fence to be erected on any lands so coloured as aforesaid exceed 6 feet in height All fences (except oak fences) shall be tarred or creosoted on both sides thereof

4. No gravel sand earth or other material shall be excavated from any land so coloured as aforesaid except for the purpose of foundations or for use in building on such land without the consent in writing of the Trustees first being obtained.

Schedule of restrictive covenants continued

5. The front building line shall not be advanced nearer to the road or set back further therefrom than shown on the plan unless required by the local authority

6. No noisy noisome offensive or dangerous manufacture trade or business shall be carried on upon any land so coloured as aforesaid or in any buildings thereon nor shall ny such land be used in any manner which might be or grow to be a nuisance danger or annoyance to the Trustees or Mr Clifford their or his heirs or assigns or to the owners tenants or occupiers or any neighbouring properties No workhouses lunatic asylum or hospital shall be erected on any such land as aforesaid

7. Neither Mr Lear nor his heirs or assigns shall be entitled to any right of access of light or air to any building to be erected thereon which would restrict or interfere with the free user of any other such land for building or any other purpose

8. Mr Wise the Trustees and Mr Clifford reserves or reserve the right to waive release or modify any of the foregoing stipulations and as regards any of the land still reamining vested in them or any of them to sell the same with stipulations either similar to or different from the said foregoing stipulations of any kind.

NOTE: The 'T' marks referred to in clause 3 above were not shown on the copy plan supplied on first registration. The building line referred to in clause 5 above was not shown on the plan supplied on first registration.

- 2 (21.07.2004) The following are details of the covenants contained in the Conveyance dated 28 October 1929 referred to in the Charges Register:-

"For the benefit of the owners and occupiers from timeto time of the adjoining or neighbouring lands of the Vendor known as Wrotham Park Estate the Council hereby covenant with the Vendor that the Council or other the owners of the said land for the time being will at all times hereafter observe and perform the stipulations and conditions in relation to the land hereby conveyed which are contained in the First Schedule hereto

The First Schedule

1. The land shall be used for the purposes of a Playing Field and for no other purpose and in particular the said land or any part thereof shall not be used for any noxious noisy or offensive trade or business or purpose nor for a landing place for aeroplanes 2. No building shall be erected upon the said land or any part thereof other than Sports Pavilions with the necessary offices and Dressing Rooms and a residence for the Groundsman without the previous consent in writing of the Vendor which shall not be unreasonably withheld 3. The Purchasers shall at their own expense immediately erect and for ever hereafter maintain a five feet close boarded creosoted elm or deal fence from the point marked "A" to the point marked "B" on the said plan"

NOTE: The boundary between the points "A" and "B" referred to above is the north east boundary of the land tinted pink on the title plan.

Schedule of notices of leases

- | | | | | |
|---|--|---|---|----------|
| 1 | 25.08.2006
Edged and
numbered 3 in
blue | All weather training pitch,
Meadow Park. | 21.06.2006
25 years from
1.8.2006 | HD456847 |
| 2 | 13.09.2013
edged and
numbered 2 in
blue | Borehamwood Football Ground | 13.08.2013
25 years from
13.08.2013 | HD528519 |

Title number HD432453

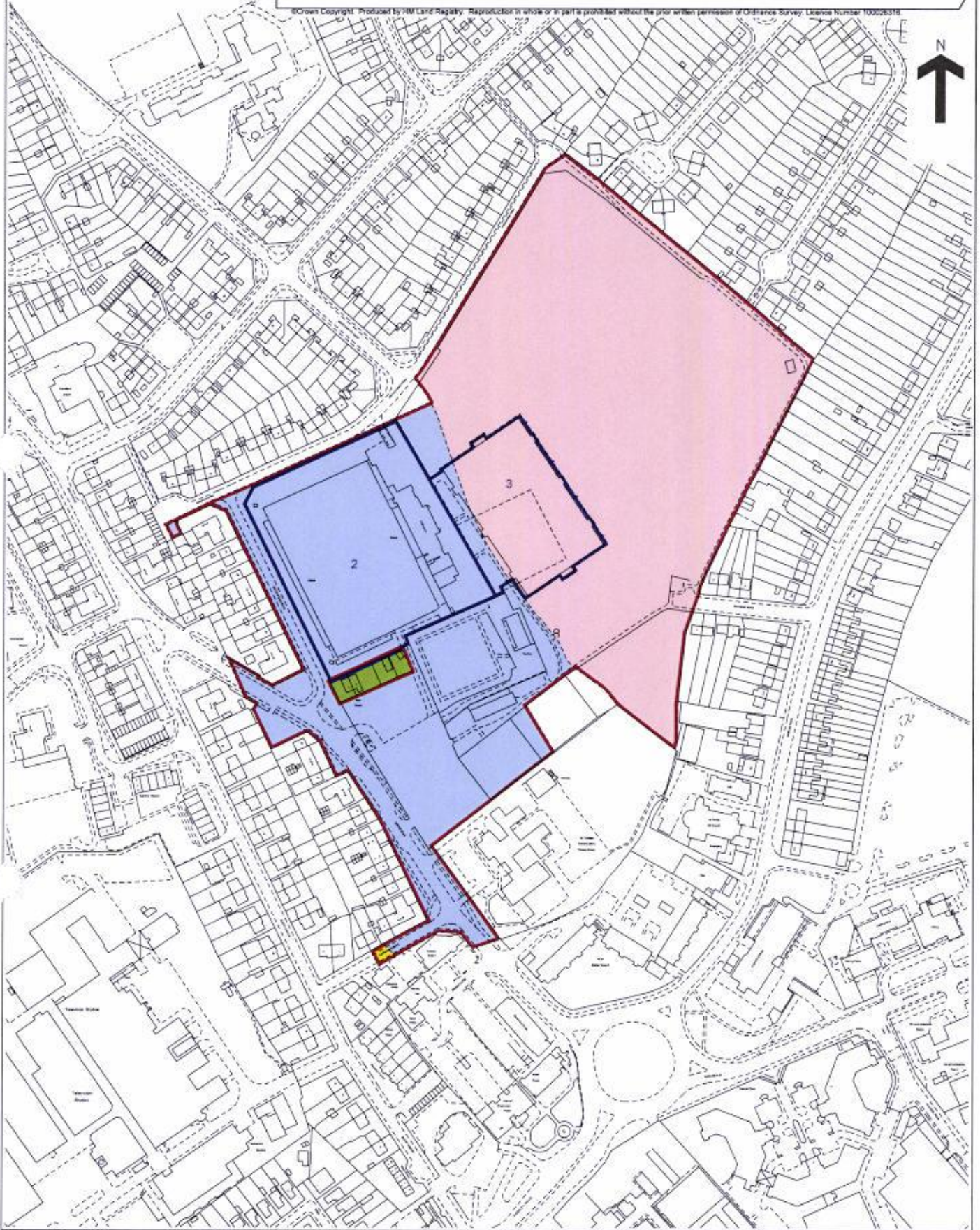
End of register

HM Land Registry Current title plan

Title number HD432453
Ordnance Survey map reference TQ1997SE
Scale 1:2500 reduced from 1:1250
Administrative area Hertfordshire : Hertsmere



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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD119051

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the South East side of Shenley Road and the North East side of Furzehill Road, Elstree.
- 2 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.
- 3 The transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of that Act.
- 4 The land has the benefit of the following rights reserved by the Transfer dated 31 March 1994 referred to in the Charges Register:-

"EXCEPTING AND RESERVING for the benefit of the Council and its successors in title and occupiers of the Remaining Land and each and every part thereof the rights set forth in Schedule C hereto

SCHEDULE C

EXCEPTIONS AND RESERVATIONS

SUPPORT

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

RIGHTS OF WAY

2. The right for the Council and the owner or owners and occupiers for the time being of the Remaining Land or any part thereof and all persons authorised by it or them in common with the Transferee and its successors in title at all times for all reasonable purposes connected with the use and enjoyment of the Remaining Land or any part thereof PROVIDED THAT this right is limited in extent to the degree that such rights are at the date hereof exercised over the Property to pass and re-pass over those parts of the Property (if any) which form roadways footways accessways or paths serving more than two dwellings (except where such roadways footways accessways or paths form an integral part of any individual dwelling within the Property) in all cases over routes to be designated by the Transferee PROVIDED THAT the Transferee (or its successors in title) may upon giving not less than 28 days' written notice to the Council (except in case of emergency) from time to time alter the route through the Property of any such routes as it shall in its absolute discretion think fit PROVIDED FURTHER THAT it does so whilst providing 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 the alternative route

A: Property Register continued

provided over the Property to the Remaining Land is reasonably adequate for the then reasonable use and occupation of the Remaining Land PROVIDED ALWAYS THAT the Council its successors in title or other persons as aforesaid using such rights as are hereby granted shall pay and contribute together with the Transferee or its successors in title a fair and just proportion according to the extent to which they use such rights at the cost of repairing and maintaining all of such roadways footways accessways or paths.

REPAIRS

3. The right where reasonably necessary and subject to not less than 7 days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property with or without workmen and others materials and appliances for the purpose of repairing replacing and or maintaining and or decorating the Remaining Land and all buildings now erected on the Remaining Land or any replacement or renewal thereof and also during the Perpetuity Period to lay Service Conduits in over through or under the roads footways and accessways from time to time forming part of the Property to serve the Remaining Land either alone or jointly or in common with the Property (the person exercising such right causing as little damage and inconvenience as possible and making good forthwith at his or their expense all damage and loss caused thereby) and SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Transferee or its successors in title for the duration of such works.

SERVICES

4. The free and uninterrupted right to the passage and running of water soil gas electricity or other fuels telephone television and any other services to and from the Remaining Land through and along all Service Conduits which are now or where there is any replacement or renewal thereof may during the Perpetuity Period be constructed on over through in or under the Property as are used or intended to be used jointly or 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 the Council or other persons as aforesaid bearing paying and contributing together with such other persons including the Transferee and its successors in title a fair proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits TOGETHER WITH the right subject to not less than 7 days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property with or without workmen and others, materials and appliances for the purpose of laying connecting to inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Council or other person or persons as aforesaid causing as little inconvenience and damage as possible and making good forthwith at their own expense all damage or loss caused thereby) SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Transferee or its successors in title for the duration of such works 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 footways 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.

5. (Subject as provided in Clause 5 and Schedule B hereof) the right to deal with any of the Remaining Land in the Council's ownership in any manner whatsoever in the Council's absolute discretion without reference to the Transferee or its successors in title.

6. The rights to the unimpeded access and enjoyment of light and air to all the windows now and during the Perpetuity Period in the buildings on the Remaining Land and each and every part thereof now existing and to any replacement or renewal thereof to be erected upon the Remaining Land or any part thereof within the Perpetuity Period from or over the Property or any parts thereof."

NOTE 1:-The Transfer contains the following definitions:-

A: Property Register continued

"the Common Areas" shall include all existing common or amenity areas alleyways accessways footways pathways and roadways other than those which are or shall become adopted by the appropriate public authority and maintainable at the public expense

"the Perpetuity Period" means a period of eighty years from the date hereof

"the Remaining Land" means all land adjacent to or adjoining the Property and now in the ownership of the Council the extent of which land is to be conclusively certified by the Council by reference to plans within 56 days of completion of this Transfer

"Service Conduits" shall include all existing mains sewers drains pipes wires cables conduits gutters channels soakaways ditches watercourses and all other conducting media and apparatus other than those which are vested in the Statutory Undertakings

NOTE 2:-The land in this title comprises part of the remaining land referred to.

- 5 (25.02.1998) The land edged yellow on the filed 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 Proprietor: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts.
- 2 (26.01.1998) CAUTION in favour of THE UK LEISURE CORPORATION LIMITED of 1 West Garden Place, Kendal Street, London W2 2AQ.

C: Charges Register

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

- 1 A Conveyance of the land hatched blue on the filed plan and other land dated 11 June 1890 made between (1) William Osborn Boyes (Vendor) and (2) John Winckworth (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance of the land edged blue on the filed plan and other land dated 12 May 1892 made between (1) William Osborn Boyes and (2) Richard Thomas Lidstone contains stipulations details of which are set out in the schedule of restrictive covenants hereto.
NOTE: No copy of the covenant to observe the said stipulations was supplied on first registration.
- 3 The Conveyances details of which are set out in the Schedule below contain restrictive covenants in basically identical terms.

Land affected	Date of Conveyance	Parties
Tinted brown, tinted mauve and edged mauve.	19 June 1894	1. William Osborn Boyes (Vendor) (2) Daniel Juett

C: Charges Register continued

		(Purchaser)
Tinted yellow.	19 June 1894	1. William Osborn Boyes (Vendor) and (2) Daniel Juett (Purchaser)
Tinted brown and tinted pink.	14 February 1895	1. William Osborn Boyes and (2) David Juett

A copy of the covenants contained in the Conveyance dated 14 February 1895 is set out in the Schedule of restrictive covenants hereto.

NOTE :-See Entry No.7 below.

- 4 A Conveyance of the land tinted mauve and brown and edged mauve on the filed plan and other land dated 20 November 1901 made between (1) Richard Thomas Lidstone (Vendor) and (2) Daniel Juett (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 A Conveyance of the land hatched brown on the filed plan and other land dated 16 December 1918 made between (1) William Archibald Boyes (Vendor) and (2) James Williamson (Purchaser) contains covenants details of which are set out in the Schedule of restrictive covenants hereto.

The said Conveyance also contains covenants by the Vendor details of which are set out in the Schedule of restrictive covenants hereto.

NOTE :-See Entry No. 7 below.

- 6 A Conveyance of the land tinted blue tinted pink and hatched blue on the filed plan dated 1 February 1934 made between (1) William Charles Sweeting (Vendor) and (2) William Thomas Briers (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 7 By an order of the Official Arbitrator dated 13 August 1937 the covenants contained in the conveyances referred to in entries Nos. 3 and 5 above were modified to permit the land to be used for the purpose of the erection of offices for the use of the Rural District Council of Barnet subject to the conditions therein.

-NOTE :-Copy filed.

- 8 The land is subject to the rights granted by a Deed dated 23 December 1966 made between (1) The Rural District Council of Elstree and (2) Harold John Hinnens Starck relating to construction and maintenance of an electric cable in the position shown by blue broken line on the filed plan.

-NOTE :-Copy filed.

- 9 The land hatched mauve tinted yellow hatched mauve on the filed plan is subject to rights of way granted by the 3 licences under seal particulars of which are set out below.

Date of Licence	Parties
4 January 1967	(1) The Rural District Council of Elstree (2) Harold John Hinnens Starck

-NOTE :-Copy filed.

16 January 1967	(1) The Rural District Council of Elstree (2) Westminster Bank Limited
-----------------	--

-NOTE :-Copy filed.

C: Charges Register continued

18 October 1967

(1) The Rural District Council of Elstree

(2) Wright & Mills Limited

-NOTE :-Copy filed.

- 10 The land is subject to the following rights granted by a lease of a sub-station site edged and numbered 1 in orange on the filed plan dated 29 January 1980 to The Eastern Electricity Board, for 99 years (less 10 days) from 25 March 1979:-

"TOGETHER with full right and liberty for the Board and all persons authorised by them (in common with the Lessors and all persons having the like right) to pass and repass at all times and for all purposes (but only in connection with the use of the demised area) with or without vehicles to and from the demised area over and along such part of the land shown by a black dot screen on the said site plan as is situate to the south east of the points marked A and B thereon and the land cross hatched black on the said site plan AND TOGETHER ALSO with full right and liberty for the Board to lay maintain inspect renew use alter and remove electric cables and lines and conduits or pipes for containing the same where necessary under the said land cross hatched black and the land diagonally hatched black on the said site plan and to enter thereon and break up the surface thereof so far as necessary from time to time for the purpose of laying and thereafter as occasion shall require for the purpose of relaying repairing maintaining inspecting renewing altering and removing the said electric cables and lines and conduits or pipes (all which aid rights are together hereinafter referred to as "the said rights") the Board in the exercise of the said rights not causing unnecessary damage to the said land and restoring the surface thereof so far as practicable to its former condition."

NOTE :-The black dot screen edged and numbered 2 in orange on the filed plan. The points A and B referred to are reproduced on the filed plan. The land cross hatched black referred to is edged and nod. 3 in orange on the filed plan. The land diagonally hatched black referred to is edged and numbered 4 in orange on the filed plan so far as it affects the land in this title.

- 11 The land is subject to the following rights granted by a Transfer of the land edged and numbered HD318885 in green on the filed plan dated 31 March 1994 made between (1) Hertsmere Borough Council (the Council) and (2) Ridgehill Housing Association Limited (the Transferee):-

"TOGETHER WITH the rights and easements set forth in Schedule B hereto

SCHEDULE B

RIGHTS GRANTED

SUPPORT

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

RIGHTS OF WAY

2. The right for the Transferee and the owner or owners and occupiers for the time being of the Property or any part thereof and all persons authorised by it or them at all times and for all reasonable purposes connected with the use and enjoyment of the Property or any part thereof in common with the Council and all other persons to whom a like right has been or may hereafter be granted to pass and repass (with or without vehicles in the case of roads and accessways) over and along the Common Areas now or any replacement or renewal thereof thereafter forming part of the Remaining Land and not publicly adopted the Transferee or other persons as aforesaid bearing paying and contributing together with the Council or its successors in title a reasonable proportion according to the extent to which they use such

C: Charges Register continued

right of the cost of repairing and maintaining the Common Areas which are not maintained at public expense PROVIDED THAT the Council 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 through the Remaining Land of the Common Areas as it shall in its absolute discretion think fit PROVIDED FURTHER THAT it does so whilst providing suitable alternative routes at its own expense causing minimum inconvenience and making good as soon as practicable any damage so caused and PROVIDED THAT any alternative route provided over the Remaining Land to the Property is adequate for the present use and occupation of the property.

REPAIRS

3. The right subject to not less than 7 days' prior written notice to the Council or its successors in title (except in case of emergency) to enter upon the Remaining Land with or without workmen and others materials and appliances for the purposes of repairing replacing maintaining and/or decorating the Property and all or any buildings now erected or any replacement or renewal of such buildings and thereafter erected thereon within the Perpetuity Period (the person or person exercising such right making good forthwith at its his or their own expense all damage and loss caused thereby) and also during the Perpetuity Period to lay Service Conduits in over through or under the Common Areas now or where there is any replacement or renewal thereof thereafter forming part of the Remaining Land to serve the Property either alone or jointly or in common with the Remaining Land (the person exercising such right causing as little damage and inconvenience as possible and making good forthwith at his or their expense all damage and loss caused thereby) and SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Council or its successors in title for the duration of such works.

SERVICES

4. The free and uninterrupted right to the passage and running of water soil gas electricity or other fuel telephone television and other services to and from the Property through and along all Service Conduits as are now or where there is any replacement or renewal thereof as may during the Perpetuity Period be in through under or over the Remaining Land as are used or intended to be used jointly or in common with the Council and all other persons who are now or may hereafter be entitled to connect with or use the same or any of them the Transferee its successors in title or other persons as aforesaid bearing paying and contributing together with such other persons including the Council and its successors in title a fair proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing replacing maintaining renewing altering adjusting and cleansing the Service Conduits TOGETHER WITH the right and subject to not less than 7 days' prior written notice to the Council or its successors in title (except in case of emergency) to enter on to the Remaining Land with or without workmen and others materials and appliances for the purpose of connecting to laying inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Transferee or its successors in title causing as little inconvenience and damage as possible and making good forthwith at its his or their own expense all damage and loss caused thereby) SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Council or its successors in title for the duration of such works PROVIDED THAT this includes (subject as aforesaid) the right during the Perpetuity Period to make further connections and to lay in under through or over the Common Areas now or where there is any replacement or renewal thereof thereafter forming part of the Property such further Service Conduits as are reasonably necessary for any increased flow from time to time PROVIDED FURTHER THAT the Council may upon giving not less than 28 days written notice to the Transferee or its successors in title (except in case of emergency) from time to time alter the route of the Service Conduits in the Remaining Land as it shall in its absolute discretion think fit which shall not involve the Transferee in any additional expenditure by way of maintenance repair or otherwise PROVIDED ALWAYS THAT any alternative route is adequate for the present use and occupation of the Property AND PROVIDED FURTHER THAT the Council provides suitable

C: Charges Register continued

alternative services at its own expense and causes during the course of such works minimum inconvenience and makes good forthwith any damage caused.

5. The rights to the unimpeded access and enjoyment of light and air to all windows now and during the Perpetuity Period in the buildings upon the Property and each and every part thereof now existing and to any replacement or renewal thereof thereafter erected upon the Property or any part thereof within the Perpetuity Period from or over the Remaining Land or any parts thereof.

- 12 (18.03.1999) 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.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 11 June 1890 referred to in the Charges Register:-

COVENANT by Vendor as to so much of the land to which the said stipulations limit as remain vested in him and COVENANT by the Purchaser as to the hereditaments thereby conveyed that they the covenanting parties respectively and their heirs and assigns owners for the time being of the said land would at all times thereafter observe and perform the said several stipulations and that nothing should thereafter be erected made or done upon the said land contrary to the said stipulations

PROVISO that liability of that covenant should be limited to acts done during actual seisin.

THE SCHEDULE above referred to

Stipulations relating to Lots 31-55 inclusive.

1. Every Purchaser shall within two months of the completion of his purchase make and henceforth maintain close boundary fences on the side of his lot marked T within the boundary on the Sale Plan and also along the frontage of his Lot to Furze Hill Road or Shenley Road. Such fences shall not be less than 4 feet 6 inches nor more than 6 feet 6 inches in height and any question or dispute as to the height or sufficiency of any such fence shall be determined by the Vendors Surveyor whose decision shall be final and binding on all parties.
2. The Purchaser of any Lot shall only build thereon one house and no more
3. No house of less value than Three hundred and fifty pounds shall be built on either of the Lots Numbered 31 to 45 inclusive and no house of less value than £300 on either of the Lots Numbered 46 to 54 inclusive such respective values to be estimated at net first cost in materials and labour of construction only
4. Every house to be erected upon any Lot shall be used or occupied as a private dwellinghouse only and no other erection shall be built upon any Lot except the usual outbuildings necessary or desirable for the better enjoyment of such house as a private dwellinghouse
5. No building shall be erected on any Lot nearer to the Road in front thereof than the building line shewn on the sale plan
6. No Lot and no building erected on any Lot shall be used for any offensive noisy or dangerous pursuit or occupation or for any purpose which shall be a nuisance or annoyance to the owners or occupiers of the adjacent property of the Vendor shewn on the sale plan
7. No portion of any Lot shall be used either as a public or private roadway or footway to any adjoining property
8. The Purchaser of Lot 31 shall not without the written consent of the Vendor cut down lop or top the Oak trees in the hedge separating

Schedule of restrictive covenants continued

such Lot on the Eastern side from the adjoining property

NOTE :-No external boundary of the land in this title is T marked. The building line referred to in Clause 5 is set back 20 feet from the road. No boundary of the land in this title forms part of the eastern side referred to.

2 The following are details of the stipulations contained in the Conveyance dated 12 May 1892 referred to in the Charges Register:-

1. EVERY Purchaser shall within two months of the completion of his purchase make and thenceforth maintain close boundary fences on the side of his lot marked T within the boundary on the sale plan and also along the frontage of his lot to Furze Hill Road or Shenley Road SUCH fences shall not be less than four feet six inches nor more than six feet six inches in height and any question or dispute as to the height or sufficiency of any such fence shall be determined by the Vendors Surveyor whose decision shall be final and binding on all parties.
2. THE Purchaser of any lot shall only build thereon one house and no more.
3. NO house of less value than Three hundred and fifty pounds shall be built on either of the lots numbered 1 to 12 inclusive and no house of less value than Two hundred pounds on either of the lots numbered 13 to 18 inclusive such respective values to be estimated at net first cost in materials and labour of construction only.
4. EVERY house to be erected upon any lot shall be used or occupied as a private dwellinghouse only and no other erection shall be built upon any lot except the usual outbuildings necessary or desirable for the better enjoyment of such house as a private dwellinghouse.
5. NO building shall be erected on any lot nearer to the road in front thereof than the building line shown on the sale plan.
6. NO lot and no building erected on any lot shall be used for any offensive noisy or dangerous pursuit or operation or for any purpose which shall be a nuisance or annoyance to the owners or occupiers of the adjacent property of the Vendor or his assigns.
7. NO portion of any lot shall be used either as a public or private roadway or footway to any adjoining property.

NOTE :-No external boundary of the land in this title is T marked. The building line is set back 20 feet from the road.

3 The following are details of the covenants contained in the Conveyance dated 14 February 1895 referred to in the Charges Register:-

"The Vendor as to so much of the land to which the said stipulations relate as remains vested in him and the Purchaser as to the hereditaments hereby conveyed do hereby mutually covenant the one with the other that they the covenanting parties respectively and their respective heirs and assigns owners for the time being of the said land will at all times hereafter observe and perform the said several stipulations and that nothing shall hereafter be erected made or done upon the said land contrary to the said stipulations PROVIDED ALWAYS that liability on this covenant shall be limited to acts done during actual seisen."

THE SCHEDULE above referred to

Stipulations

1. EVERY Purchaser shall within 2 months of the completion of his purchase make and thenceforth maintain close boundary fences on the side of his Lot T within the boundary on the Sale plan and also along the frontage of his Lot to Furze Hill Road or Shenley Road. Such fences shall not be less than 4 feet 6 inches nor more than 6 feet 6 inches in height and any question or dispute as to the height or sufficiency of any such fence shall be determined by the Vendors Surveyor whose decision shall be final and binding on all parties.

Schedule of restrictive covenants continued

2. THE Purchaser of any lot shall only build thereon One House except on the back portions of Lots 14 and 15 and the plot of land hereby colored green on the said plan.

3. No House of less value than £350 shall be built on either of the Lots 6 to 11 inclusive and Lots 12 and 13 and the front portion of Lot 15 and no house of less value than £200 on either of the Lots Nos 1 to 5 inclusive and front portion of Lot 14 such respective values to be estimated at net first cost in materials and labor of construction only.

4. EVERY House to be erected upon any lot shall be used or occupied as a private dwellinghouse only and no other erection shall be built upon any lot except the usual outbuildings necessary or desirable for the better enjoyment of such house as a private dwellinghouse.

5. NO Building shall be erected on any lot nearer to the Road in front thereof than the building line shewn on the sale plan.

6. NO Lot and no building erected on any lot shall be used for any offensive noisy or dangerous pursuit or operation or for any purpose which shall be a nuisance or annoyance to the owners or occupiers of the adjacent property of the Vendor or his assigns.

7. NO portion of any lot shall be used either as a public or private roadway or footway to any adjoining property saving that if the same person shall become the Purchaser of Lots 14 and 15 he may construct thereon whatever roadway he may think fit from the one of such Lots to the other."

NOTE :-No external boundary of the land in this title is T marked. The land coloured green referred to in Clause 2 forms part of the land in this title. The building line is set back 20 feet from the roads.

4 The following are details of the covenants contained in the Conveyance dated 20 November 1901 referred to in the Charges Register:-

COVENANT by Purchaser with the Vendor that he the Purchaser his heirs and assigns would at all times thereafter duly perform and observe all and singular the said stipulations and would keep the Vendor his executors administrators and heirs effectually indemnified against all actions proceedings costs charges claims and demands in respect of any breach of any of the stipulations referred to in the aforesaid Conveyance and in the schedule thereto respectively.

THE SCHEDULE

STIPULATIONS

1. The Purchaser shall within two months of the completion of his purchase make and thenceforth maintain close boundary fences on the side of his lot marked T within the boundary on the sale plan and also along the frontage of his lot such fences shall not be less than five feet six inches or more than six feet six inches in height except those between the building line and road boundary which are not to be more than five feet high and any question or dispute as to the height or sufficiency of any such fence shall be determined by the Vendor's Surveyors whose decision shall be final and binding on all parties.

2. The Purchaser of any lot shall only build thereon one house and no more.

3. No house of less value than Five hundred pounds shall be built on either of the lots No. 3 and 4 and no house of less value than Four hundred pounds on any of the lots No. 8 to 18 both inclusive and no house of less value than Two hundred and fifty pounds on any of the remaining lots such respective values to be estimated at net first cost in materials and labour of construction only.

4. Every house to be erected upon any lot shall be used or occupied as a private dwellinghouse only and no other erection shall be built upon any lot except the usual outbuildings necessary or desirable for the

Schedule of restrictive covenants continued

better enjoyment of such house as a private dwellinghouse.

5. No building shall be erected on any lot nearer to the road in front thereof than the building line which in the case of plots fronting Furze Hill Road is about twenty feet back from the front boundary facing that road and in the case of plots fronting Drayton Road about ten feet back from the front boundary facing the latter road.

6. No lot and no building erected on any lot shall be used for any offensive noisy or dangerous pursuit or operation or for any purpose which shall be a nuisance or annoyance to the Vendor or the owners or occupiers of adjacent or neighbouring property but every building shall be occupied strictly as a private dwellinghouse only.

7. No portion of any lot shall be used either as a public or private roadway or footway to any adjoining property or otherwise.

NOTE :-No external boundary of the land in this title is T marked.

5 The following are details of the covenants contained in the Conveyance dated 16 December 1918 referred to in the Charges Register:-

"AND the purchaser doth hereby covenant with the Vendor his executors administrators and assigns that he the purchaser his heirs executors or administrators and assigns owner or owners for the time being of the said pieces or parcels of land or either of them will at all times hereafter observe and perform the said several stipulations and that nothing shall hereafter be erected made or done upon the said pieces of land or either of them contrary to the said stipulations PROVIDED ALWAYS that liability on this covenant shall be limited to acts during actual seisin.

THE SCHEDULE above referred to.

1. The Purchaser shall within two months of the completion of his purchase make and thenceforth maintain close boundary fences on the side of his lot marked T within the boundary on the sale plan and also along the frontage of his lot to Furze Hill Road or Shenley Road. Such fences shall not be less than 4 feet 6 inches nor more than 6 feet 6 inches in height and any question or dispute as to the height or sufficiency of any such fence shall be determined by the Vendors Surveyor whose decision shall be final and binding on all parties.

2. The Purchaser of any lot shall only build threon one house and no more.

3. No house of less value than £350 shall be built on any lot such value to be estimated at net first cost in materials and labour of construction only.

4. Every house to be erected upon any lot shall be used or occupied as a private dwellinghouse only and no other erection shall be built upon any lot except the usual outbuildings necessary or desirable for the better enjoyment of such house as a private dwellinghouse.

5. No building shall be erected on any lot nearer to the road in front thereof than the building line shown on the sale plan.

6. No lot and no building erected on any lot shall be used for any offensive noisy or dangerous pursuit or operation or for any purpose which shall be a nuisance or annoyance to the owners or occupiers of the adjacent property of the Vendor or his assigns.

7. No portion of any lot shall be used either as a public or private roadway or footway to any adjoining property."

NOTE :-No external boundary of the land in this title is T marked. The building line is set back 20 feet from the road.

6 The following are details of the covenants by the Vendor contained in the Conveyance dated 16 December 1918 referred to in the Charges Register:-

Schedule of restrictive covenants continued

"And subject to but with the benefit of a covenant contained in an Indenture of Conveyance dated the twenty first day of February One thousand nine hundred and eight and made between William Osborne Boyes (thereinafter called "the Vendor") of the one part and the said Florence Mary Dumbleton Edward Pitcairn Wright and Alfred Day (thereinafter called "the purchasers") of the other part which covenant is in the words following "And the Vendor doth hereby covenant with the purchaser that notwithstanding the said stipulations the Vendor will not raise any objection to or take any proceedings to restrain the erection of a Memorial Baptist Church on the said premises provided (a) the said Chapel shall front to the said Furze Hill Road (b) that no building or any part thereof be erected within ten feet of the Vendors unsold adjacent land on the southern side of the premises hereby conveyed (c) that the wall forming the South side of such proposed Chapel shall be a plain flank wall without any leantos outbuildings or any addition whatever at any time abutting therefrom or thereon and that any windows that may be placed in such wall shall be glazed with opaque or obscured glass and that the Vendor shall not be deemed to convey any perpetual or other access or right of light to such windows on the South side thereof nor shall the purchasers their heirs or assigns be deemed by virtue of this Conveyance to them to have acquired any right of light or air so as to entitle them at any time to restrict or interfere with the free use of any land adjoining the lot or lots conveyed to them for building or other purposes by the Vendor or by the adjoining land owners."

7 The following are details of the covenants contained in the Conveyance dated 1 February 1934 referred to in the Charges Register:-

"The Purchaser hereby covenants with the Vendor that he the Purchaser and his successors in title under him will at all times hereafter observe and perform the said stipulations contained in the Schedule hereunder written.

THE SCHEDULE above referred to

1. No building other than two semi-detached private dwelling houses (with garages) to be used solely as such shall be built on the said land and each such house shall have a tiled roof and be of not less value than £600. The value shall be the amount of the net first cost in materials and labour of construction only estimated at the lowest current prices.
2. No trade or business shall be carried on upon the said land or any part thereof and no gravel or soil shall be excavated except when necessary for building operations and no caravan or temporary structure for living shall be put on the said land.
3. The Purchaser shall not be entitled to any right of light or air which would restrict or interfere with the free use for building purposes or for any other purpose whatever of any adjoining or neighbouring land of the Vendor or any other person or persons deriving title under him."

Schedule of notices of leases

1	18.3.1999	84 Shenley Road	23.2.1999	HD373847
	Edged and		125 years from	
	numbered 2 in		25.3.1998	
	blue on			
	supplementary			
	plan			

End of register



Title number	Estate information	Address
HD119051	Freehold	UNIT 3, 84 SHENLEY ROAD, BOREHAMWOOD WD6 1EH THE POINT SHENLEY ROAD, BOREHAMWOOD WD6 1EH UNIT 1, 84 SHENLEY ROAD, BOREHAMWOOD WD6 1EH 84 SHENLEY ROAD, BOREHAMWOOD WD6 1EH LAND ON THE SOUTH EAST SIDE OF SHENLEY ROAD AND THE NORTH EAST SIDE OF FURZEHILL ROAD, BOREHAMWOOD UNIT 2, THE POINT SHENLEY ROAD, BOREHAMWOOD 19 FURZEHILL ROAD, BOREHAMWOOD WD6 2DG UNIT 2, 84 SHENLEY ROAD, BOREHAMWOOD WD6 1EH
HD373847	Leasehold	UNIT 3, 84 SHENLEY ROAD, BOREHAMWOOD WD6 1EH UNIT 1, 84 SHENLEY ROAD, BOREHAMWOOD WD6 1EH 84 SHENLEY ROAD, BOREHAMWOOD WD6 1EH UNIT 2, 84 SHENLEY ROAD, BOREHAMWOOD WD6 1EH UNIT 2, THE POINT SHENLEY ROAD, BOREHAMWOOD
HD514202	Leasehold	UNIT 1, 84 SHENLEY ROAD, BOREHAMWOOD WD6 1EH
HD388968	Leasehold	UNIT 2, 84 SHENLEY ROAD, BOREHAMWOOD WD6 1EH 84 SHENLEY ROAD, BOREHAMWOOD WD6 1EH



Title number	Estate information	Address
HD552626	Leasehold	UNIT 3, 84 SHENLEY ROAD, BOREHAMWOOD WD6 1EH
HD374640	Leasehold	84 SHENLEY ROAD, BOREHAMWOOD WD6 1EH
HD445722	Leasehold	UNIT 2, THE POINT SHENLEY ROAD, BOREHAMWOOD

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD25713

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (03.02.1936) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the North East side of Watling Street.
- 2 By the Conveyance dated the 13th April 1886 referred to in the Charges Register the mines and minerals under the parts tinted pink on the filed plan were excepted in favour of the Midland Railway Company.
- 3 The land has the benefit of the rights reserved by but is subject to the rights granted by a transfer of adjoining land to the North dated 25 January 1957 made between (1) Montague Miller, Robert Alexander Miller and Mary Fawsitt Grant and (2) Ballantine Investments Limited.

-NOTE :-Copy filed under HD16162.

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(s): HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts, WD6 1WA.

C: Charges Register

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

- 1 The parts tinted pink on the filed plan being part of the land coloured red on the plan to a Conveyance dated 13 April 1886 made between (1) The Midland Railway Company and (2) Sir Francis Somerville Head are subject to the following reservations and covenant contained therein

"Reserving unto the Company their successors and assigns the right from time to time and at all times to enter upon the land coloured red green and blue on the said Plan doing as little damage as may be for the purpose as occasion may require of repairing and maintaining their Railway The said Sir Francis Somerville Head hereby covenants with the Railway Company that he the said Sir Francis Somerville head his heirs and assigns will not do or permit to be done any act matter or thing whereby the Railway or the Works connected therewith may be damaged or the stability of the roads crossing the Railway may be injured or the traffic thereon impeded."

C: Charges Register continued

- 2 A Transfer of the land to the West being the service road, footway and grass verge on the East side of Watling Street dated 30 March 1937 made between (1) Anna Maria Miller (Transferor) and (2) The County Council of the Administrative County of Hertford (the Council) contains the following covenants by the vendor:-

"The Transferor for the benefit of the said land and the said highway vested in the Council for herself and her successors in title and so as to bind all the property of the Transferor remaining after this Transfer and lying on the East side of the land hereby transferred into whosoever hands it may hereafter come hereby covenants with the Council that without the previous consent in writing of the Council:-

(a) No access ways shall at any time hereafter be made from any part of the said remaining property of the Transferor to the main carriageway of the said highway other than the three access ways shown on the said plan."

NOTE :-The three access ways shown on the said plan are shown on the plan to the Deed dated 31 March 1937 referred to below.

- 3 The land is subject to the rights granted in a Deed dated 31 March 1937 made between (1) Anna Maria Miller and (2) County Council of the Administrative County of Hertford and the said Deed also contains restrictive covenants.

-NOTE :-Copy filed under P162481.

- 4 A Transfer dated 7 April 1960 made between (1) George Montague Miller, Robert Alexander Miller and Mary Fawsitt Grant, and (2) Dennis Price Limited contains restrictive covenants and exceptions and reservations.

- 5 The strip of land tinted yellow and blue on the filed plan is subject to rights of way.

- 6 The land tinted brown on the filed plan is subject to rights of way on foot only.

- 7 A Transfer of the land tinted yellow and brown on the filed plan dated 10 January 1966 made between (1) Easterbury (Radlett) Limited and (2) Watford Rural District Council contains restrictive covenants.

-NOTE: Copy filed.

- 8 (20.06.2001) The land is subject to the rights reserved a Deed dated 15 June 2001 made between (1) Hertsmere Borough Council and (2) Prowting Homes Central Limited.

-NOTE: Copy filed.

- 9 (18.09.2001) The land is subject to the rights granted by a Deed of Grant and Covenant dated 4 September 2001 made between (1) Hertsmere Borough Council and (2) The Environment Agency.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

End of register

H. M. LAND REGISTRY

HERTFORDSHIRE SHEET XXXIX 12

SECTION K

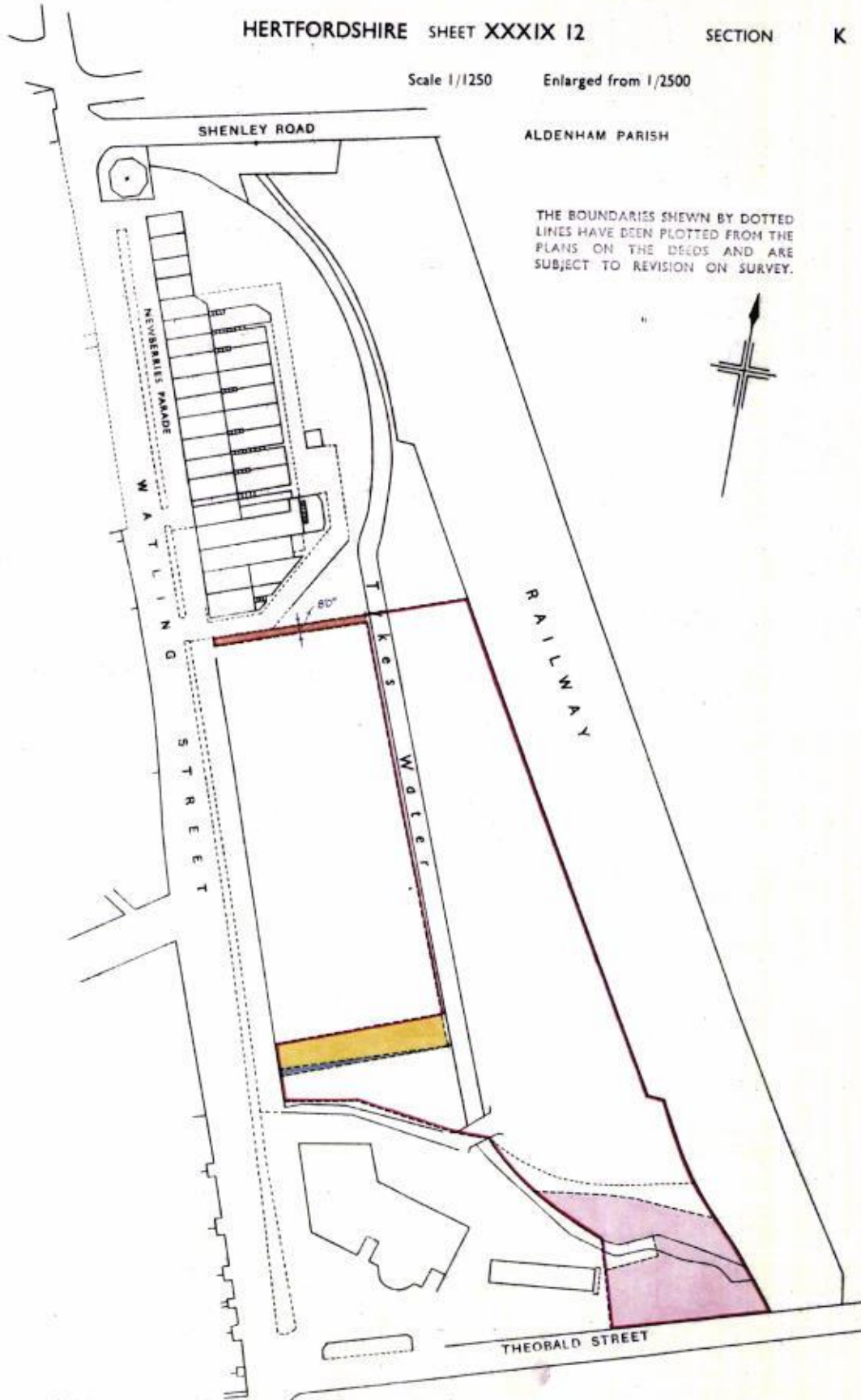
Scale 1/1250

Enlarged from 1/2500

SHENLEY ROAD

ALDENHAM PARISH

THE BOUNDARIES SHEWN BY DOTTED LINES HAVE BEEN PLOTTED FROM THE PLANS ON THE DEEDS AND ARE SUBJECT TO REVISION ON SURVEY.



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Filed Plan of Title No. **HD25713**

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD68287

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (21.06.1971) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 32, 34, 36 and 38 Barnet Road, Potters Bar.
- 2 A new filed plan based on the latest revision of the Ordnance Survey Map has been substituted for the original plan.
- 3 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.

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 (21.06.1971) Proprietor(s): THE HERTSMERE DISTRICT COUNCIL of Council Offices, Shenley Road, Borehamwood, Herts.
- 2 (21.06.1971) RESTRICTION: Except under an order of the registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Highways Act 1959 or some other Act or authority.

C: Charges Register

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

- 1 The land is subject to the following rights granted by a transfer of the land edged and numbered HD85779 in green on the filed plan dated 7 August 1974 made between (1) The Hertsmere District Council and (2) Reginald Hugh Havercroft and others:-

TOGETHER WITH the following rights as appurtenant thereto.

1. A right of way (in common with the Transferor and all others entitled) for all purposes for the transferees and all persons authorised by them in connection with the use of the land hereby transferred over the piece of land shown hatched blue on the said plan leading from the land hereby transferred to Barnet Road South Mimms
2. The right for the Transferees to lay and construct within 80 years

C: Charges Register continued

from the date hereof all such drains and sewers as are necessary in connection with the new building to be erected upon the land hereby transferred under the adjoining land of the Transferor so as to join up to the existing main drains and sewers in Barnet Road and also the right to have free passage and running of water and soil through such drains and sewers and thence into the main drains and sewers

3. A right for the Transferees to connect up to and use all wires cables and other public services laid or passing over through or under the remainder of the land comprised in the above title number

NOTE:-The land hatched blue referred to is tinted pink on the filed plan.

End of register

H.M. LAND REGISTRY		TITLE NUMBER	
		HD 68287	
ORDNANCE SURVEY PLAN REFERENCE	TL 2600 NW	SECTION	Scale 1/1250
COUNTY HERTFORDSHIRE	DISTRICT HERTSMERE	© Crown copyright 1974	



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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: MX469910

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land at the rear of 'The White Horse' Public House, High Street, Potters Bar.
- 2 The land has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 1 May 1964 referred to in the Charges Register.
- 3 The Conveyance dated 1 May 1964 referred to above contains a provision as to light or air.

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 (29.05.1964) Proprietor(s): THE URBAN DISTRICT COUNCIL OF POTTERS BAR of Council Offices, Darkes Lane, Potters Bar,Herts.

C: Charges Register

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

- 1 A Conveyance of the land in this title dated 1 May 1964 made between (1) Benskins Watford Brewery Limited (Vendor) and (2) Urban District Council of Potters Bar (Council) contains restrictive covenants.

-NOTE:-Original in certificate. Copy filed.

End of register

H. M. LAND REGISTRY GENERAL MAP

MIDDLESEX SHEET I. 12. SECTION L

Scale 1/1250 Enlarged from 1/2500

SOUTH MIMMS PARISH

THE BOUNDARIES SHOWN BY DOTTED LINES HAVE BEEN PLOTTED FROM THE PLANS ON THE DEEDS AND ARE SUBJECT TO REVISION ON SURVEY.



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Filed Plan of Title No. **MX469910**

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: MX45364

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (01.04.1937) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Oakmere House Beefeater, High Street, Potters Bar (EN6 5BT).
- 2 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.
- 3 The land edged and lettered A in red on the filed plan restored to the title on 8 May 1940.
- 4 The Transfer of the part edged and numbered MX72167 in green on the filed plan reserved rights of drainage and unless otherwise stated below transfers of the further parts edged and numbered in green on the filed plan reserve rights of drainage and rights to lay and maintain other services.
- 5 The Transfer of the part edged and numbered MX311441 in green on the filed plan reserved a right of way over the part of the side passageway included therein and unless passageways reserve rights of way thereover.
- 6 The land lettered D in red on the filed plan added to the title.
- 7 The Transfers of the parts edged and numbered as below in green on the filed plan do not reserve rights of drainage as mentioned in the note above.

Title No.	Date	Application No.
MX329884	19.10.1956	38215/56
MX366364	28. 8.1958	34617/58
MX366365	28. 8.1958	34618/58
HD61796	4. 5.1970	67476/70

- 8 The Transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 of that Act.
- 9 (28.09.1993) The transfers of those parts edged and numbered in green on the title plan which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of that Act.
- 10 (16.06.1994) The land has the benefit of the following rights reserved by the Transfer dated 31 March 1994 referred to in the Charges Register:-

"EXCEPTING AND RESERVING for the benefit of the Council and its successors in title and occupiers of the Remaining Land and each and

A: Property Register continued

every part thereof the rights set forth in Schedule C hereto

SCHEDULE C

EXCEPTIONS AND RESERVATIONS

SUPPORT

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

RIGHTS OF WAY

2. The right for the Council and the owner or owners and occupiers for the time being of the Remaining Land or any part thereof and all persons authorised by it or them in common with the Transferee and its successors in title at all times for all reasonable purposes connected with the use and enjoyment of the Remaining Land or any part thereof PROVIDED THAT this right is limited in extent to the degree that such rights are at the date hereof exercised over the Property to pass and re-pass over those parts of the Property (if any) which form roadways footways accessways or paths serving more than two dwellings (except where such roadways footways accessways or paths form an integral part of any individual dwelling within the Property) in all cases over routes to be designated by the Transferee PROVIDED THAT the Transferee (or its successors in title) may upon giving not less than 28 days' written notice to the Council (except in case of emergency) from time to time alter the route through the Property of any such routes as it shall in its absolute discretion think fit PROVIDED FURTHER THAT it does so whilst providing 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 the alternative route provided over the Property to the Remaining Land is reasonably adequate for the then reasonable use and occupation of the Remaining Land PROVIDED ALWAYS THAT the Council its successors in title or other persons as aforesaid using such rights as are hereby granted shall pay and contribute together with the Transferee or its successors in title a fair and just proportion according to the extent to which they use such rights at the cost of repairing and maintaining all of such roadways footways accessways or paths.

REPAIRS

3. The right where reasonably necessary and subject to not less than 7 days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property with or without workmen and others materials and appliances for the purpose of repairing replacing and or maintaining and or decorating the Remaining Land and all buildings now erected on the Remaining Land or any replacement or renewal thereof and also during the Perpetuity Period to lay Service Conduits in over through or under the roads footways and accessways from time to time forming part of the Property to serve the Remaining Land either alone or jointly or in common with the Property (the person exercising such right causing as little damage and inconvenience as possible and making good forthwith at his or their expense all damage and loss caused thereby) and SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Transferee or its successors in title for the duration of such works.

SERVICES

4. The free and uninterrupted right to the passage and running of water soil gas electricity or other fuels telephone television and any other services to and from the Remaining Land through and along all Service Conduits which are now or where there is any replacement or renewal thereof may during the Perpetuity Period be constructed on over through in or under the Property as are used or intended to be used jointly or 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 the Council or other persons as aforesaid bearing paying and contributing together with such other persons including the Transferee and its successors in title a fair proportion according to the extent

A: Property Register continued

to which their respective properties are served thereby of the cost of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits TOGETHER WITH the right subject to not less than 7 days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property with or without workmen and others, materials and appliances for the purpose of laying connecting to inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Council or other person or persons as aforesaid causing as little inconvenience and damage as possible and making good forthwith at their own expense all damage or loss caused thereby) SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Transferee or its successors in title for the duration of such works 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 footways 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.

5. (Subject as provided in Clause 5 and Schedule B hereof) the right to deal with any of the Remaining Land in the Council's ownership in any manner whatsoever in the Council's absolute discretion without reference to the Transferee or its successors in title.

6. The rights to the unimpeded access and enjoyment of light and air to all the windows now and during the Perpetuity Period in the buildings on the Remaining Land and each and every part thereof now existing and to any replacement or renewal thereof to be erected upon the Remaining Land or any part thereof within the Perpetuity Period from or over the Property or any parts thereof."

NOTE 1: The Transfer contains the following definitions:-

"the Common Areas"	shall include all existing common or amenity areas alleyways accessways footways pathways and roadways other than those which are or shall become adopted
"the Perpetuity Period"	by the appropriate public authority and maintainable at the public expense means a period of eighty years from the date hereof
"the Remaining Land"	means all land adjacent to or adjoining the Property and now in the ownership of the Council the extent of which land is to be conclusively certified by the Council by reference to plans within 56 days of completion of this Transfer
"Service Conduits"	shall include all existing mains sewers drains pipes wires cables conduits gutters channels soakaways ditches watercourses and all other conducting media and apparatus other than those which are vested in the Statutory Undertakings

NOTE 2: The land in this title comprises part of the remaining land referred to.

11 (15.08.1996) The hatched 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

B: Proprietorship Register continued

- 1 (01.04.1937) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of The Civic Offices, Elstree Way, Borehamwood, Herts.

C: Charges Register

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

- 1 The land tinted brown on the filed plan is subject to rights of way.
- 2 A Transfer of the land lettered A in red on the filed plan and other land dated 26 November 1937 made between (1) Potters Bar Urban District Council (Transferors) and (2) Edward Hicks (Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 The land lettered A in red on the filed plan is subject to rights of drainage through the sewers channels and drains therein of thereunder.
- 4 The land is subject to rights to connect with and use the drains waterpipes and all other services therein and thereunder.
- 5 The land tinted blue on the filed plan is subject to rights of way.
- 6 A Transfer which included the land lettered D in red on the filed plan dated 28 April 1944 made between (1) Nevin McGladdery (Vendor) and (2) Emile Percy Field (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 7 Lease dated 21 March 1969 of the land numbered 2 on the filed plan to The Eastern Electricity Board for 99 years from 1 November 1968 at the rent of £5 per annum.

NOTE 1: The Lease grants rights of way over the land hatched yellow on the filed plan and rights to lay maintain inspect renew use alter and remove electric cables lines conduits or pipes under the land hatched brown on the filed plan and ancillary rights of entry

-NOTE 2: Lessee's Title registered under HD57756.

- 8 The Estate roads included in the title are subject to rights of way.
- 9 The parts of the side passageways included in the title are subject to rights of way on foot only.
- 10 (16.06.1994) The land is subject to the following rights granted by a Transfer of the land edged and numbered HD320706-HD320726 (inc) in green on the filed plan dated 31 March 1994 made between (1) Hertsmere Borough Council (the Council) and (2) Aldwyck Housing Association Limited (the Transferee):-

"TOGETHER WITH the rights and easements set forth in Schedule B hereto

SCHEDULE B

RIGHTS GRANTED

SUPPORT

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

RIGHTS OF WAY

2. The right for the Transferee and the owner or owners and occupiers for the time being of the Property or any part thereof and all persons authorised by it or them at all times and for all reasonable purposes connected with the use and enjoyment of the Property or any part thereof in common with the Council and all other persons to whom a like right has been or may hereafter be granted to pass and repass (with or without vehicles in the case of roads and accessways) over and along the Common Areas now or any replacement or renewal thereof thereafter

C: Charges Register continued

forming part of the Remaining Land and not publicly adopted the Transferee or other persons as aforesaid bearing paying and contributing together with the Council or its successors in title a reasonable proportion according to the extent to which they use such right of the cost of repairing and maintaining the Common Areas which are not maintained at public expense PROVIDED THAT the Council 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 through the Remaining Land of the Common Areas as it shall in its absolute discretion think fit PROVIDED FURTHER THAT it does so whilst providing suitable alternative routes at its own expense causing minimum inconvenience and making good as soon as practicable any damage so caused and PROVIDED THAT any alternative route provided over the Remaining Land to the Property is adequate for the present use and occupation of the property.

REPAIRS

3. The right subject to not less than 7 days' prior written notice to the Council or its successors in title (except in case of emergency) to enter upon the Remaining Land with or without workmen and others materials and appliances for the purposes of repairing replacing maintaining and/or decorating the Property and all or any buildings now erected or any replacement or renewal of such buildings and thereafter erected thereon within the Perpetuity Period (the person or person exercising such right making good forthwith at its his or their own expense all damage and loss caused thereby) and also during the Perpetuity Period to lay Service Conduits in over through or under the Common Areas now or where there is any replacement or renewal thereof thereafter forming part of the Remaining Land to serve the Property either alone or jointly or in common with the Remaining Land (the person exercising such right causing as little damage and inconvenience as possible and making good forthwith at his or their expense all damage and loss caused thereby) and SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Council or its successors in title for the duration of such works.

SERVICES

4. The free and uninterrupted right to the passage and running of water soil gas electricity or other fuel telephone television and other services to and from the Property through and along all Service Conduits as are now or where there is any replacement or renewal thereof as may during the Perpetuity Period be in through under or over the Remaining Land as are used or intended to be used jointly or in common with the Council and all other persons who are now or may hereafter be entitled to connect with or use the same or any of them the Transferee its successors in title or other persons as aforesaid bearing paying and contributing together with such other persons including the Council and its successors in title a fair proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing replacing maintaining renewing altering adjusting and cleansing the Service Conduits TOGETHER WITH the right and subject to not less than 7 days' prior written notice to the Council or its successors in title (except in case of emergency) to enter on to the Remaining Land with or without workmen and others materials and appliances for the purpose of connecting to laying inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Transferee or its successors in title causing as little inconvenience and damage as possible and making good forthwith at its his or their own expense all damage and loss caused thereby) SUBJECT ALWAYS to suitable alternative services being provided at no cost to the Council or its successors in title for the duration of such works PROVIDED THAT this includes (subject as aforesaid) the right during the Perpetuity Period to make further connections and to lay in under through or over the Common Areas now or where there is any replacement or renewal thereof thereafter forming part of the Property such further Service Conduits as are reasonably necessary for any increased flow from time to time PROVIDED FURTHER THAT the Council may upon giving not less than 28 days written notice to the Transferee or its successors in title (except in case of emergency) from time to time alter the route of the Service Conduits in the Remaining Land as it shall in its absolute discretion think fit

C: Charges Register continued

which shall not involve the Transferee in any additional expenditure by way of maintenance repair or otherwise PROVIDED ALWAYS THAT any alternative route is adequate for the present use and occupation of the Property AND PROVIDED FURTHER THAT the Council provides suitable alternative services at its own expense and causes during the course of such works minimum inconvenience and makes good forthwith any damage caused.

5. The rights to the unimpeded access and enjoyment of light and air to all windows now and during the Perpetuity Period in the buildings upon the Property and each and every part thereof now existing and to any replacement or renewal thereof thereafter erected upon the Property or any part thereof within the Perpetuity Period from or over the Remaining Land or any parts thereof.

- 11 (15.08.1996) 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.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 26 November 1937 referred to in the Charges Register:-

"For the benefit of the remainder of the land comprised in the above title number or any part thereof and to the intent that the covenant hereinafter contained shall run with and be binding upon the land hereby transferred into whosoever hands the same may come the Transferee hereby covenants with the Transferors to perform and observe the stipulations set forth in the Schedule hereto.

THE SCHEDULE above referred to

1. No flats except maisonette flats not exceeding two storeys in height shall be erected on the said land or any part thereof.
2. No buildings shall be erected on the land or any part thereof other than private dwellinghouses or maisonette flats not exceeding two storeys in height with or without garages and outbuildings to be used in connection therewith Provided always that this stipulation shall not prevent the user of any dwellinghouse or maisonette flat for the purpose of a learned or artistic profession.
3. No house shall be erected of a less value than £600 exclusive of garages and outbuildings calculated at the net prime cost in labour and materials of construction only.
4. No house or maisonette flat shall be erected except in accordance with plans and front and rear elevations which have been previously submitted to and approved by the Council in writing. No fee shall be payable for such approval.
5. No fence which abuts on the remainder of the Transferors' land shall be of any construction other than close boarded six feet in height."

NOTE: The title number referred to above is MX45364.

- 2 The following are details of the covenants contained in the Transfer dated 28 April 1944 referred to in the Charges Register:-

"AND for the benefit and protection of the remainder of the land comprised in the title secondly above mentioned and so as to bind the land hereby secondly transferred into whosoever hands the same may come the Purchaser hereby covenants with the Vendor that he the Purchaser and those deriving title under him will at all times hereafter observe and perform the stipulations set out in the Schedule hereto but so that the Purchaser shall not be liable for any breach of this covenant occurring on or in respect of the said land hereby secondly transferred or any part or parts thereof after he shall have parted with all interest therein.

Schedule of restrictive covenants continued

THE SCHEDULE

1. The Purchaser shall not erect within One hundred and fifty (150) feet of Tempest Avenue more than one private dwellinghouse on each thirty two (32) feet of land the plans of the houses to be erected to be approved by the Vendor and to be built with materials and workmanship of the best class to a net value of not less than Six hundred pounds (£600) each at the least in cost and materials and labour and where excavations or filling in is done a retaining wall shall be built in nine (9) inch brick or concrete PROVIDED ALWAYS and it is expressly agreed that this restriction shall only apply to the land fronting Tempest Avenue to a depth therefrom of One hundred and fifty (150) feet and that in the case of any other road frontage not more than one private dwellinghouse shall be erected on each twenty five (25) feet of land.
2. The Purchaser shall pay and discharge and indemnify the Vendor in respect of all charges payable to the Local Authority for making up and taking over Tempest Avenue so far as the said property hereby transferred abuts on the said road including all charges in connection with sewerage in respect of the said property.
3. The Purchaser shall erect a fence on the South side to the satisfaction of the Vendor as soon as possible.
4. No advertisement sign or placard shall be placed on the said land.
5. The Purchaser shall at all times whenever required by the Vendor pay to him a proportionate share of the expenses of repairing cleansing and maintaining to the satisfaction of the Vendor's Surveyor the roads upon which the land abuts and the sewers thereunder and the footways (if any) and the surface drains thereto and all other proper expenses connected therewith until the said roads shall be taken over by the Local Authority.
6. No existing tree on the said land shall be cut down topped lopped maimed or in any other way disfigured without the previous consent in writing of the Vendor.
7. No sand earth clay loam or gravel shall be dug out of the said land except for building requirements.
8. The Purchaser shall not on any part of the said land commit or permit to be committed any nuisance or burn bricks or clay or cement thereon.
9. The Purchaser shall not become entitled to any right of light or air which would restrict or interfere with the free used of any adjoining or neighbouring land or premises for building or other purposes.
10. The Vendor reserves the right to sell dispose of or otherwise deal with any land for the time being remaining unsold either subject or not subject to the above stipulations or any of them."

Schedule of notices of leases

1	15.08.1996	Oakmere House	09.07.1996	HD346311
	tinted yellow		150 years from	
	and edged		25.3.1996	
	yellow			
	NOTE 1: The lease is not a new tenancy for the purposes of section 1 of the Landlord and Tenant (Covenants) Act 1995			
	NOTE 2: Lease comprises also other land			

End of register

H.M. Land Registry.

HERTFORDSHIRE

PLAN SHOWING LAND RESTORED TO TITLE

Scale 1/250

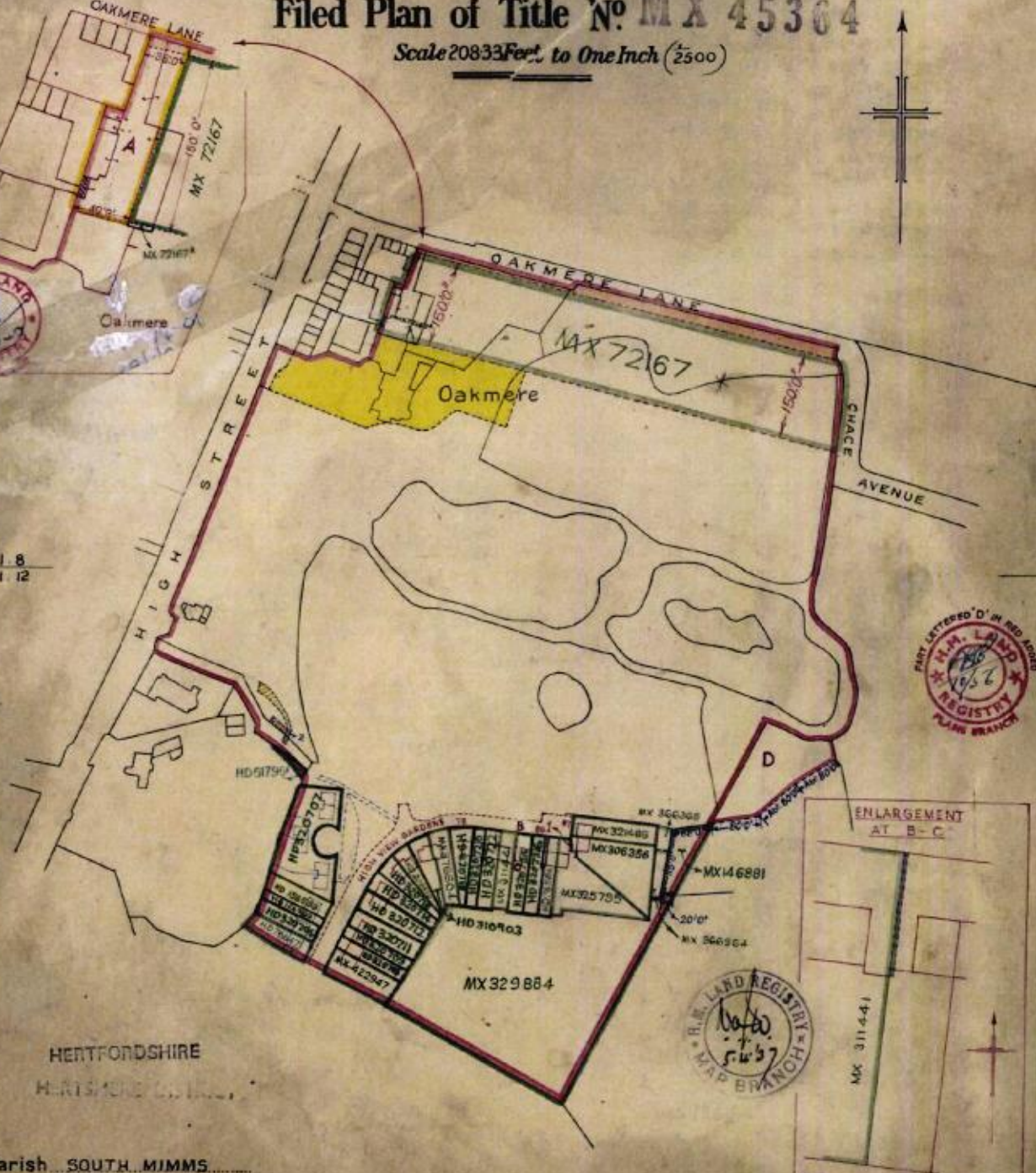
Certificate Copy
of the

Filed Plan of Title No. **MX 45364**

Scale 20833 Feet to One Inch (2500)



1.8
1.12



HERTFORDSHIRE

HERTFORDSHIRE

Parish SOUTH MIMMS
O.S. Sheet MIDDLESEX 1.8 & 12

S.J.H.
1892

Crown Copyright Reserved

L. R. T. No. 5063
G.M. REF. 1.8. AN & AC

Mapy & Co., Ltd.

HERTFORDSHIRE

This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 December 2018 at 10:28:31. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

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THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 10:48:40. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD44575

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (19.10.1928) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the south west side of Manor Road and the north west side of Darkes Lane, Potters Bar.
- 2 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.

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 (21.12.1970) Proprietor(s): THE URBAN DISTRICT COUNCIL OF POTTERS BAR of Council Offices, Darkes Lane, Potters Bar, Herts.
- 2 (21.12.1970) RESTRICTION:-Except under an order of the registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Road Traffic Act 1960 or some other Act or authority.

C: Charges Register

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

- 1 A Transfer of the land in this title and other land dated 31 October 1944 made between (1) William James King and (2) Alexander Newland and Sidney Newland contains restrictive covenants, exceptions and reservations and a provision as to an equitable charge as therein mentioned.

-NOTE:-Copy in Certificate. Original filed under MX150274.

- 2 The land tinted blue on the filed plan is subject to rights of way.

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 11:13:24. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD72048

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (19.10.1928) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the North West of Darkes Lane, South Mimms.

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 (21.02.1972) Proprietor: URBAN DISTRICT COUNCIL OF POTTERS BAR of Council Offices, Darkes Lane, Potters Bar, Herts.
- 2 A Transfer dated 30 December 1971 made between (1) Commercial Properties Limited and (2) Urban District Council of Potters Bar contains Purchaser's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 30 December 1971 referred to in the Proprietorship Register:-

THE Transferee HEREBY COVENANTS with the Transferors that the Transferee will forthwith erect a six foot wooden boarded fence along the boundary marked with a 'T' on the said plan and maintain the same hereafter.

NOTE:-The South Eastern boundary is marked T, as referred to above.

C: Charges Register

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

- 1 A Transfer of 11, 12, 13, 14 and 15 Station Parade dated 3 July 1930 made between (1) William James King (Vendor) and (2) Edwin Alfred Wright (Purchaser) contains covenants by the Vendor details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Transfer of the land in this title and other land dated 3 July 1930 made between (1) William James King and (2) Edwin Alfred Wright

C: Charges Register continued

contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 3 The land is subject to rights of drainage.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 3 July 1930 referred to in the Charges Register:-

That he the Vendor will not permit (either by license or otherwise) any part of the land belonging to him and fronting on Darkes Lane otherwise known as Station Road, South Mimms aforesaid to be used for shop premises of a less value than those now in course of erection by the purchaser in Darkes Lane otherwise Station Road.

- 2 The following are details of the covenants contained in the Transfer dated 3 July 1930 referred to in the Charges Register:-

The Purchaser with the intent to bind all persons in whom the property shall for the time be vested (but so as not to be personally liable under this covenant after he shall have parted with all interest in the said land) hereby covenants with the Vendor that he the Purchaser and his successors in title will observe and perform the restrictions stipulations and conditions contained in the Schedule hereto.

THE SCHEDULE

1. BUILDING LINE - The line of frontage of the buildings on the property shall not project nearer to any road than the line of frontage of the adjoining or neighbouring property on the same side of the road as the property hereby transferred.

2. TEMPORARY AND OTHER BUILDINGS - No temporary buildings of any kind shall at any time be erected on the property other than temporary estate offices sheds and workshops to be used only for works incident to the erection of permanent buildings thereon. No stable garage or domestic office or outbuilding or other inferior permanent building shall be erected until the house to which the same is to belong shall have been completed except with the consent of the Vendors Surveyors.

3. APPROVAL OF PLANS - No building operations shall at any time be commenced nor shall any building be erected or placed upon the property until the plans (including block plans) and elevations have been previously submitted to and approved of by the Vendor in writing. The Vendor undertakes that such approval thereof shall not be unreasonably withheld and provided the plans conform to those already approved by the Vendor in respect of adjoining property of the Purchaser no charge will be made by the Vendor to the Purchaser in respect of obtaining such approval as aforesaid but should any variation be necessary the usual fee of £1.1.0 for each plan so approved must be paid by the Purchaser.

4. HOARDINGS - No hoarding shall be erected on the property for advertisement not relating to the selling or letting of such property.

5. USER OF PREMISES - The property is transferred subject to the restrictive covenants affecting the same contained in the Charges Register affecting the title to the property at the Land Registry.

6. MAINTAINING ROADS PASSAGES AND SEWERS - The Purchaser as and so far as the property fronts or abuts on any road not being a public thoroughfare shall at all times hereafter when reasonably required by the Vendor pay to him or contribute an equal or proportionate share with the owners of the property adjoining such road according to the extent of their respective frontages to such road of the expense of repairing cleansing and maintaining to the reasonable satisfaction of the Vendor or his Surveyor such road and the footpaths at the side thereof and the sewers and drains under the same and all other expenses connected therewith until the same respectively shall be adopted by and taken into the Charge of the District Council or Local Authority such share or proportion in case of dispute to be settled by the Surveyor

Schedule of restrictive covenants continued

for the time being of the Vendor This stipulation shall not be deemed to impose on the Vendor any obligation to repair or maintain the said roads footpaths sewers or drains.

7. RESERVATIONS - The Vendor reserves all rights of light air and support in respect of his adjoining property and also the free passage and running of water and soil to and from all parts of such property along the roadway with power to enter construct establish lay and repair pipes drains and water courses restoring any damage thereby committed at his own expense.

There is also reserved to the Vendor and his successors in title owners at any time of any other land on the Potters Bar Estate and the Strafford Park Estate the right to sell transfer or otherwise deal with any part thereof free from restrictions and stipulations and to sell transfer or otherwise deal with such remaining land subject to any or no restrictions and stipulations as the Vendor or his successors in title may think fit And there is further reserved to the Vendor the right at any time to vary alter or release any restrictions or stipulations which may have been or may be imposed upon such other land.

8. DEFINITIONS - In these stipulations the word "Purchaser" shall include his successors in title and assigns and the word "Vendor" shall mean the Vendor his successors in title and assigns owner or owners for the time being of the Vendor's properties being the Potters Bar Estate and the Strafford Park Estate or any parts thereof except assigns deriving title under an instrument in which it is provided that they shall not exercise the powers by these stipulations reserved to or conferred on the Vendor and except assigns deriving title under a Conveyance on Sale in which the right to exercise such powers shall not be expressly assigned.

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 11:05:25. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD85042

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (19.10.1928) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the west of Oarkes Lane, South Mimms, Potters Bar.
- 2 The land has the benefit of a right of way on foot only over the land tinted brown 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 (05.09.1974) Proprietor: HERTSMEREDISTRICT COUNCIL of Council Offices, Shenley Road, Boreham Woods, Herts.
- 2 (05.09.1974) RESTRICTION registered on 5 September 1974:-Except under an order of the registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Road Traffic Act 1960 or some other Act or authority.

C: Charges Register

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

- 1 A Transfer of the land in this title dated 15 April 1936 made between (1) William James King (Transferor) and (2) Arthur Gordon Pryor and others (Transferees) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 15 April 1936 referred to in the Charges Register:-

"The Transferees hereby covenant with the Transferors for the benefit of the remainder of the land comprised in the above title number as follows namely.

1. The Transferees will pay a fair and proper proportion of the expense from time to time of maintaining and repairing the said passage way such proportion in case of dispute to be settled by the Transferor.

Schedule of restrictive covenants continued

2. The Transferees shall within three months from the date hereof erect and afterwards maintain good and suitable fences on the sides of the land hereby transferred marked "TT" within the boundary of the plan hereto.

3. No building shall be erected upon the said land hereby transferred other than a shelter or pavilion or a club house and the erection of such building shall not be commenced until the plans shall have been submitted to and approved by the Transferor which approval shall not be unreasonably withheld.

4. The land hereby transferred shall not be used otherwise than as a place of meeting and recreation for the members of the Potters Bar and Little Heath Group of Toc. H. and nothing shall be done or permitted thereon that shall be an annoyance or nuisance or cause any damage to the Transferor or the owners of any adjoining or neighbouring land.

5. Nothing herein contained or appearing on the plan hereto shall be construed as imposing any restriction on the enjoyment of any adjoining or neighbouring property of the Transferor but the Transferor shall be entitled to release or vary (at the request of the Transferees or their successors in title) any of the restrictions and stipulations herein contained and also to sell let or otherwise dispose of any part of the adjoining or neighbouring property of the Transferor free from restrictions and the Transferees shall not be entitled to any right of light or air which could restrict or interfere with the free use of such property of the Transferor for building or other purposes."

NOTE:-The title number here referred to is P39402.

The passageway here referred to is tinted brown on the Filed Plan.

The North western and South western boundaries are marked T.

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 11:12:06. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD480186

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (02.04.2008) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land forming part of the car park Manor Road, Potters Bar.

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 (02.04.2008) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

- 1 (02.04.2008) A Conveyance of the land tinted pink on the title plan and other land dated 11 March 1925 made between (1) William James King and (2) Casa Limited contains restrictive covenants.

-NOTE 1:-Copy filed under HD56230.

NOTE 2: No copy of the plan was lodged on registration.

- 2 (02.04.2008) A Transfer of the land tinted yellow on the title plan and other land dated 12 May 1930 made between (1) William James King and (2) Albert Charles Westcott contains restrictive covenants.

-NOTE: Copy filed under P62355.

- 3 (02.04.2008) A Transfer of the land tinted blue on the title plan and other land dated 3 July 1930 made between (1) William James King and (2) Edwin Alfred Wright contains restrictive covenants.

-NOTE 1:-Copy filed under HD56230.

NOTE 2: No copy of the plan was lodged on registration.

End of register

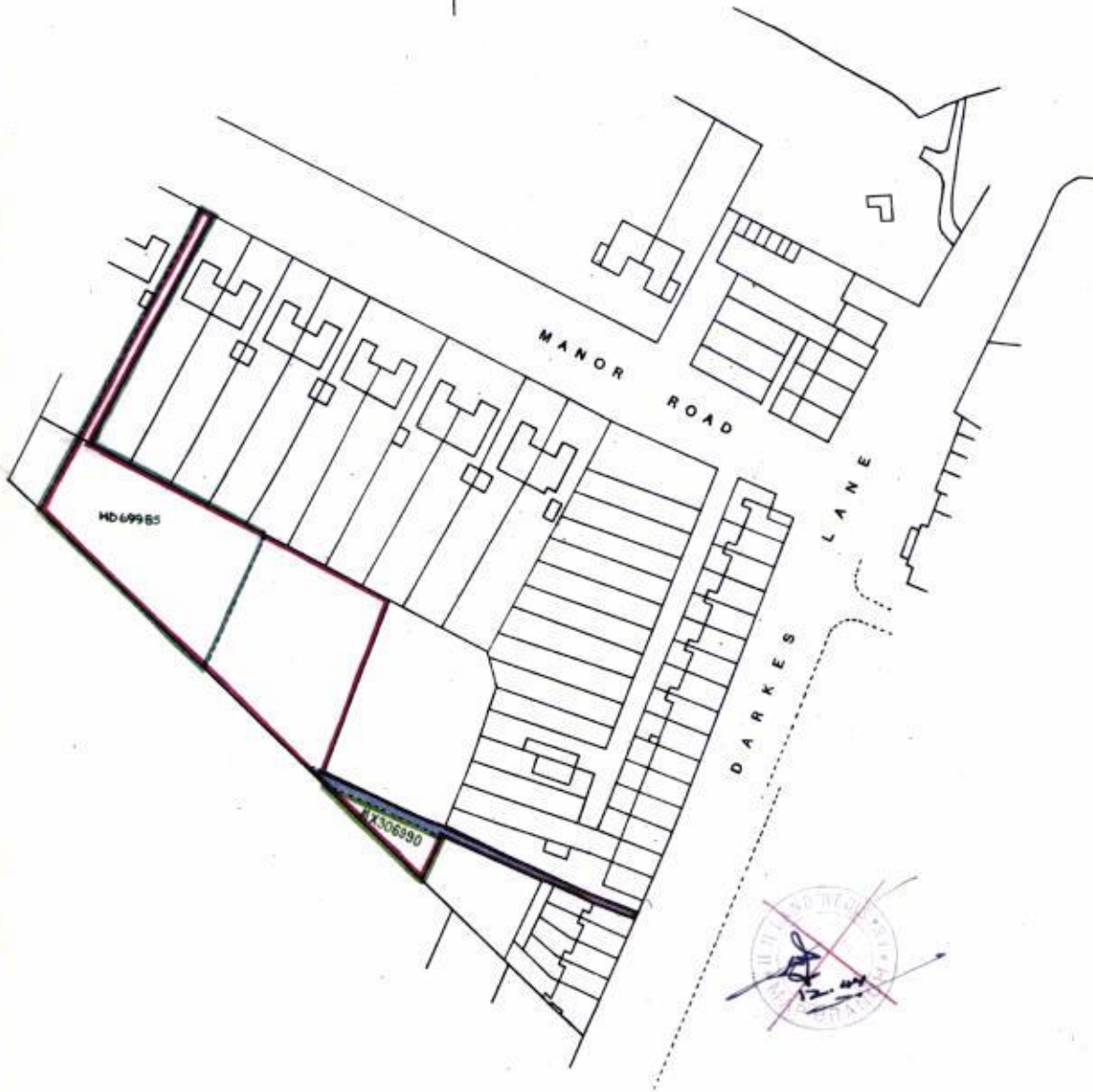
H.M. LAND REGISTRY GENERAL MAP

MIDDLESEX SHEET 1.8. SECTION J

Scale $\frac{1}{1250}$ or 104.2 Feet to One Inch

SOUTH MIMMS PARISH

The boundaries shown by dotted lines have been plotted from the transfer plan and are subject to revision on survey



HD 44575



Filed Plan of Title No.
Plan for purposes of Title No.

~~MX 150274~~

This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 December 2018 at 10:50:16. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

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H. M. LAND REGISTRY GENERAL MAP

MIDDLESEX
HERTFORDSHIRE

SHEET

1.8.

SECTION

J

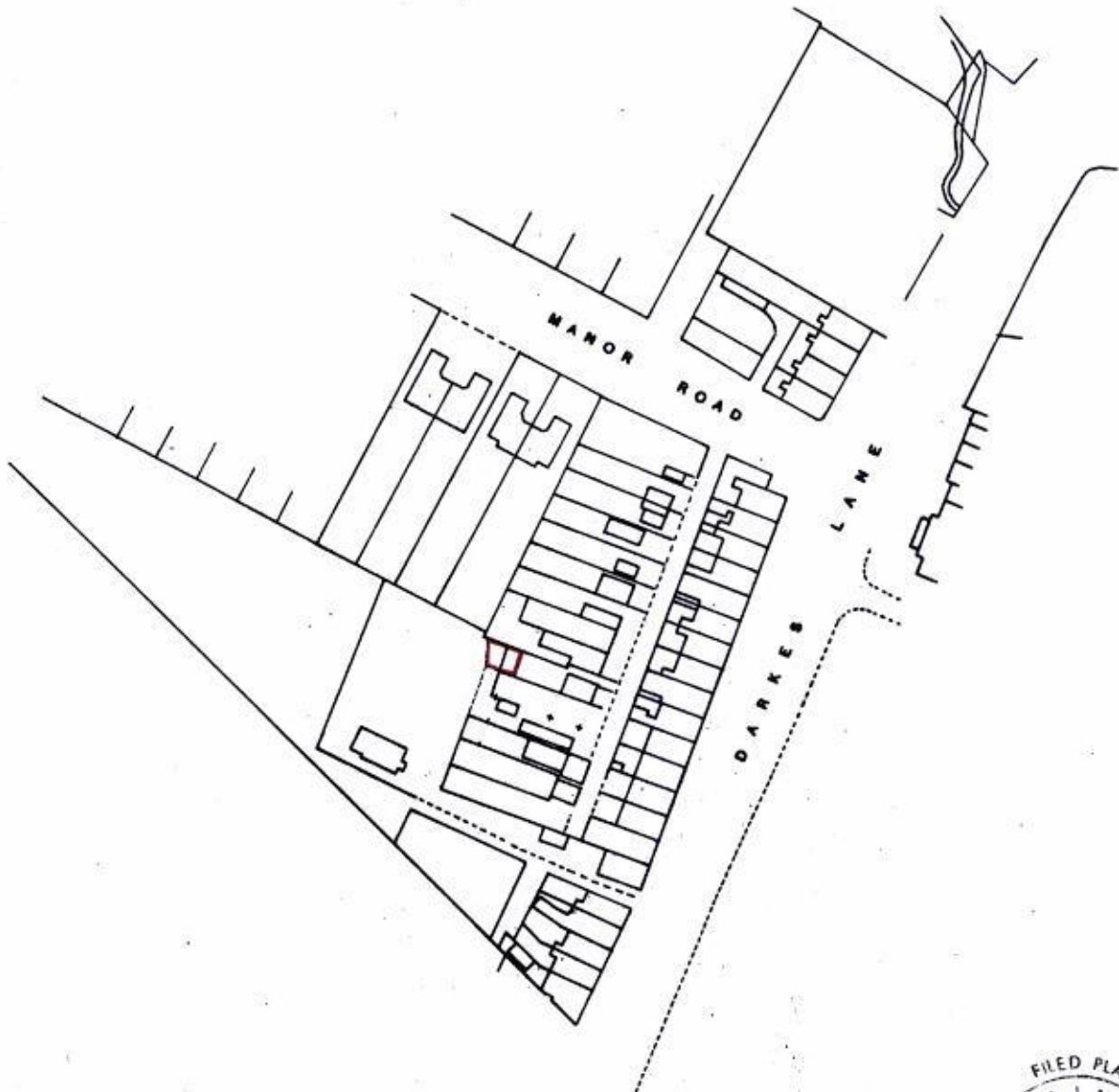
Scale 1/1250

Enlarged from 1/2500

SOUTH MIMMS PARISH



The boundaries shown by dotted lines have been plotted from the transfer plan and are subject to revision on survey.



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TITLE No. HD 72048

This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 December 2018 at 11:14:05. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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H. M. LAND REGISTRY GENERAL MAP

MIDDLESEX
HERTFORDSHIRE

SHEET

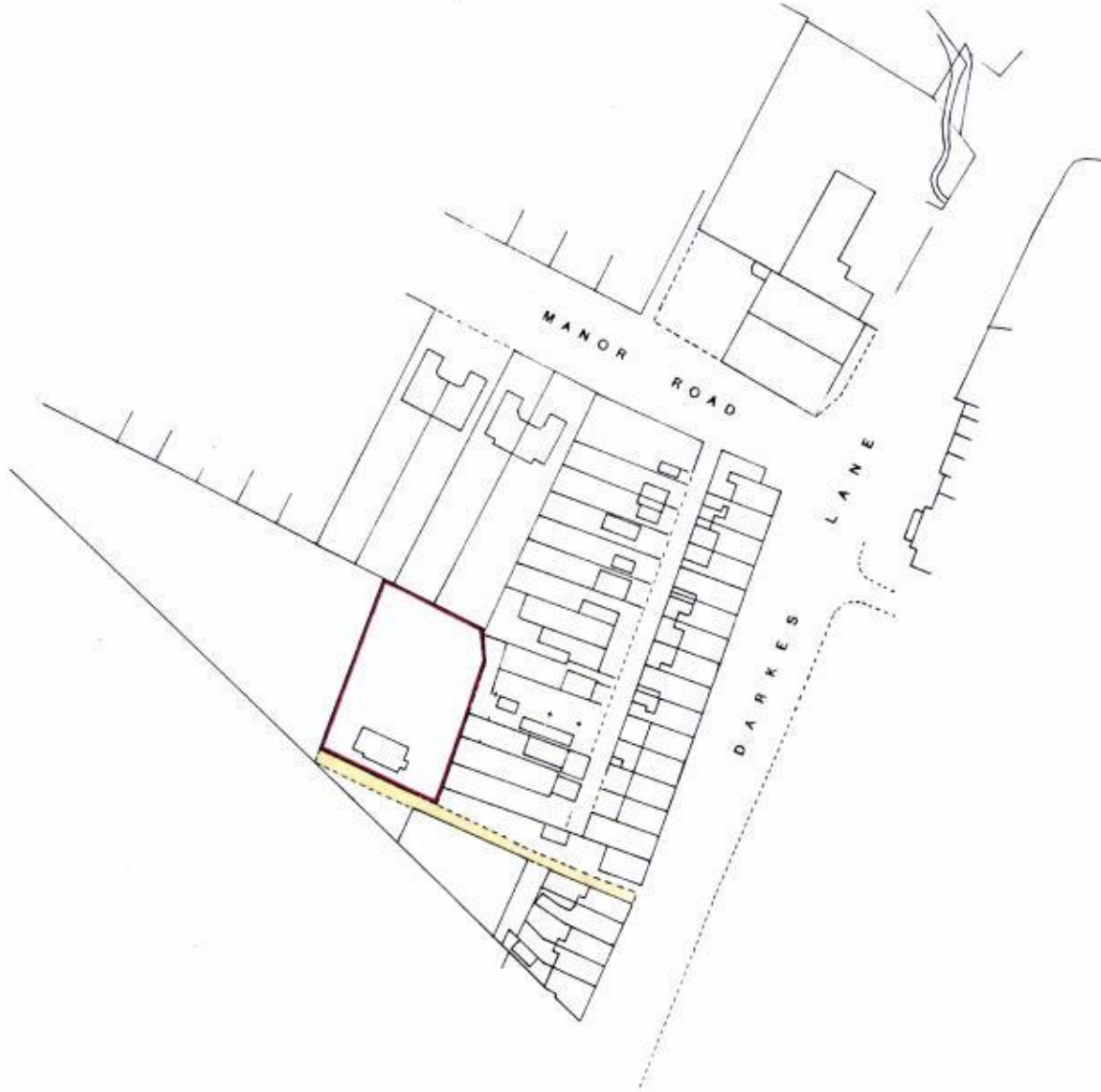
1.8.

SECTION

J

HERTSMERE DISTRICT Scale 1/1250

Enlarged from 1/2500



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TITLE No. HD85042

This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 December 2018 at 11:11:05. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

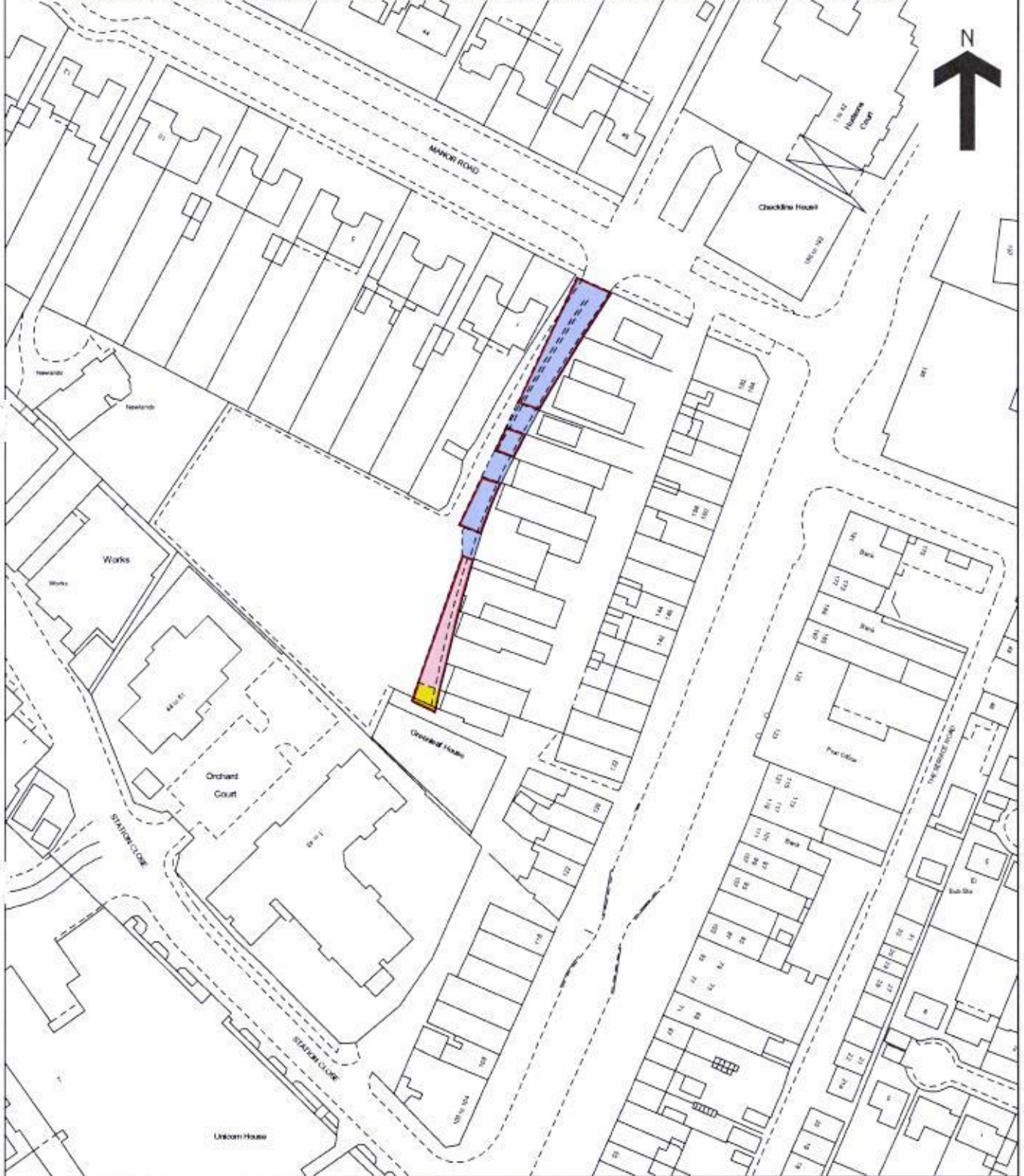
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HM Land Registry Current title plan

Title number **HD480186**
Ordnance Survey map reference **TL2501NW**
Scale **1:1250**
Administrative area **Hertfordshire : Hertsmere**



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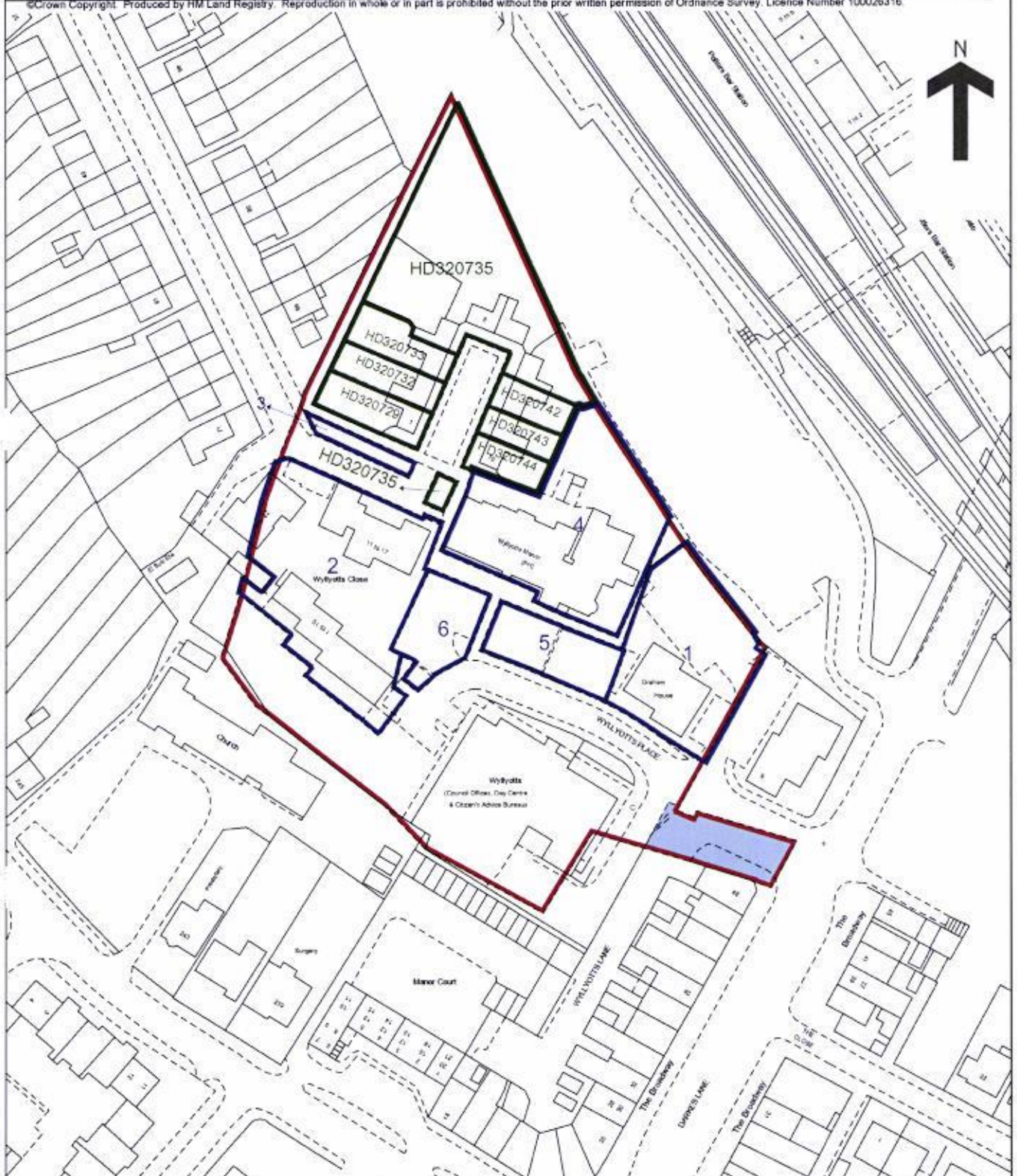


This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 December 2018 at 11:12:48. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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



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This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 December 2018 at 10:30:23. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 10:29:34. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD361796

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (25.02.1958) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Wyllyotts Manor, Darkes Lane, Potters Bar.
- 2 (19.05.1994) 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.
- 3 (29.05.2001) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

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 (25.02.1958) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices Elstree Way, Borehamwood, Herts., WD6 1WA.

C: Charges Register

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

- 1 The land tinted blue on the filed plan is subject to rights of way.
- 2 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.
- 3 (16.06.1994) 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 support.
- 4 (16.06.1994) 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 for the purpose of repairing, replacing, maintaining and/or decorating the buildings erected on the parts so edged and numbered in green.
- 5 (16.06.1994) The land is subject to rights of drainage and rights in respect of water gas electricity and other services.

Title number HD361796

Schedule of notices of leases

1	26.04.1974 numbered 4 in blue on the filed plan	Wyllotts Manor	29.03.1974 99 years from 25.12.1973	HD398011
---	--	----------------	---	----------

NOTE 1: The Lease grants a right of way leading into Darkes Lane rights of drainage and rights in respect of water gas and electricity supply services.

NOTE 2: By the Lease dated 20 August 2000 referred to below the terms of the registered lease were varied.

→Copy Deed filed under HD398011

2	27.11.1990 Edged and numbered 1,2,3 in blue	Land lying to the West of Darkes Lane (excluding the car parking facilities of the landlord's Theatre block below the property)	12.10.1990 125 years from 12.10.1990	HD280204
---	--	---	--	----------

NOTE: The Lease comprises also other land

3	29.05.2001 Edged and numbered 5 and 6 in blue on the filed plan	land on the north side of Wyllotts Close	20.08.2000 99 years from 25.12.1973	HD398011
---	---	---	---	----------

NOTE: By a Deed dated 11 April 2001 made between (1) Hertsmere Borough Council and (2) Heritage Inns Limited the extent demised by the Lease dated 29 March 1974 was rectified

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 10:31:10. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD444857

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (14.09.2005) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the South West side of High Road, Bushey.

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 (14.09.2005) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

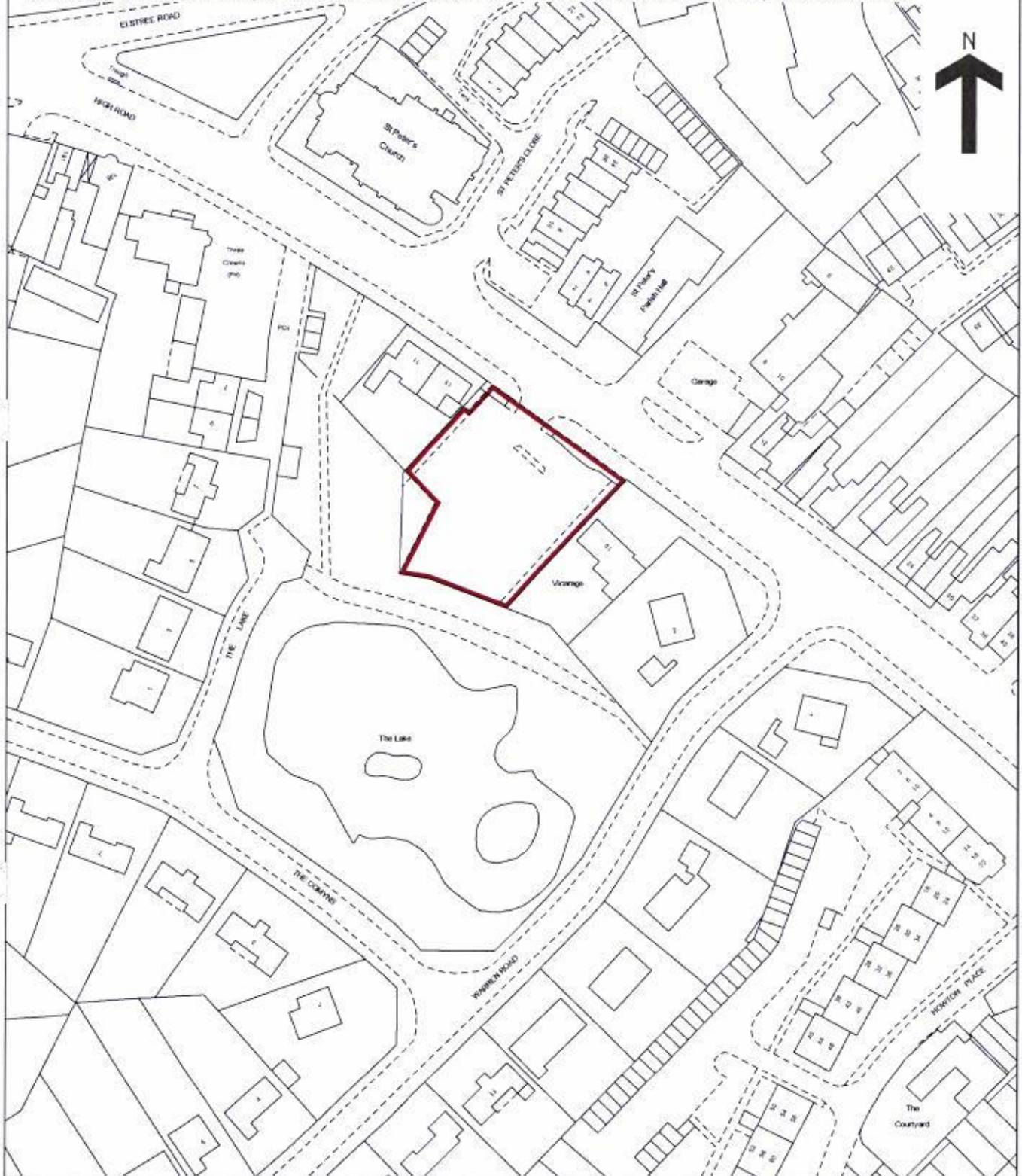
End of register

HM Land Registry Current title plan

Title number **HD444857**
Ordnance Survey map reference **TQ1494SE**
Scale **1:1250**
Administrative area **Hertfordshire : Hertsmere**



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This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 December 2018 at 10:31:52. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 10:32:50. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD444925

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (16.09.2005) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the North East side of High Road, Bushey Heath, Bushey.
- 2 (16.09.2005) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.

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 (16.09.2005) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.
- 2 (16.09.2005) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 3 (16.09.2005) A Conveyance of the land in this title dated 29 March 1968 made between (1) Edward Thomas Martin (Vendor) and (2) The Council of the Urban District of Bushey (Council) contains purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Conveyance dated 29 March 1968 referred to in the Proprietorship Register:-

"THE Council hereby covenant with the Vendor that they the Council will maintain in a suitable and proper manner the hedge forming part of the North West Boundary of the property hereby conveyed between the points "A" and "B" on the said plan"

NOTE: The points marked "A" and "B" referred to above have been reproduced on the title plan.

Title number HD444925

C: Charges Register

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

- 1 (16.09.2005) A Conveyance dated 15 April 1918 made between (1) Arthur Charles Bourner (Vendor) and (2) Percy Claude Cameron Isherwood (Purchaser) contains restrictions and obligations but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

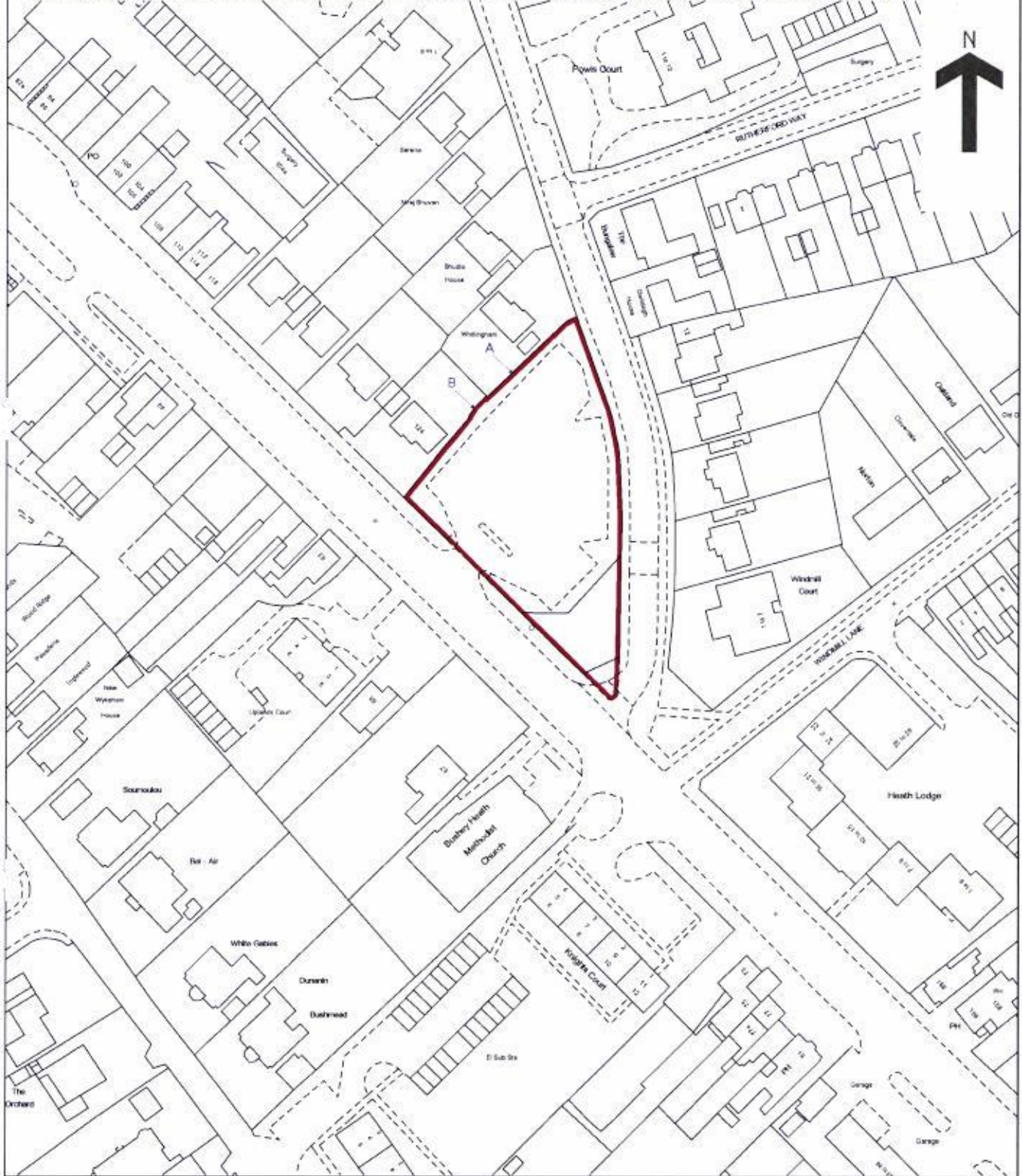
End of register

HM Land Registry Current title plan

Title number **HD444925**
Ordnance Survey map reference **TQ1494SE**
Scale **1:1250**
Administrative area **Hertfordshire : Hertsmere**



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This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 December 2018 at 10:33:25. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 DEC 2018 AT 10:34:30. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, LEICESTER OFFICE.

TITLE NUMBER: HD444933

There is no application or official search pending against this title.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (16.09.2005) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at the back of 35-39 High Street and land on the west side of 35 High Street, Bushey.
- 2 (16.09.2005) The surface of any land in this title which constitutes a highway maintainable at the public expense and the rights of the highway authority in it are excluded from this registration.
- 3 (16.09.2005) The land has the benefit of the rights granted by but is subject to the rights reserved by a Conveyance dated 2 February 1971 made between (1)The Urban District Council of Bushey and (2) Life Casualty and General Insurance Company Limited.

-NOTE: Copy filed.

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 (16.09.2005) PROPRIETOR: HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, Herts WD6 1WA.

C: Charges Register

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

- 1 (16.09.2005) The land is subject to such rights and easements and such rights of way over joint accessways, footpaths and garage forecourts as were granted by Transfers and Conveyances of adjoining or neighbouring properties disposed of by Hertsmere Borough Council or its predecessors in title.
- 2 (16.09.2005) A Deed of Grant dated 17 October 1977 made between (1) Hertsmere Borough Council and (2) Elystan Developments Limited grants a right of way but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 3 (16.09.2005) The land is subject to the following rights reserved by a Conveyance dated 11 March 1980 made between (1) Hertsmere Borough Council and (2) Contractors Plant (London & Midland) Limited:-

"In common with others entitled to the like right.....the right

Title number HD444933

C: Charges Register continued

of vehicular access over and along the access road on the west
side..... to and from the car park at the rear until the same
shall be adopted as public highway".

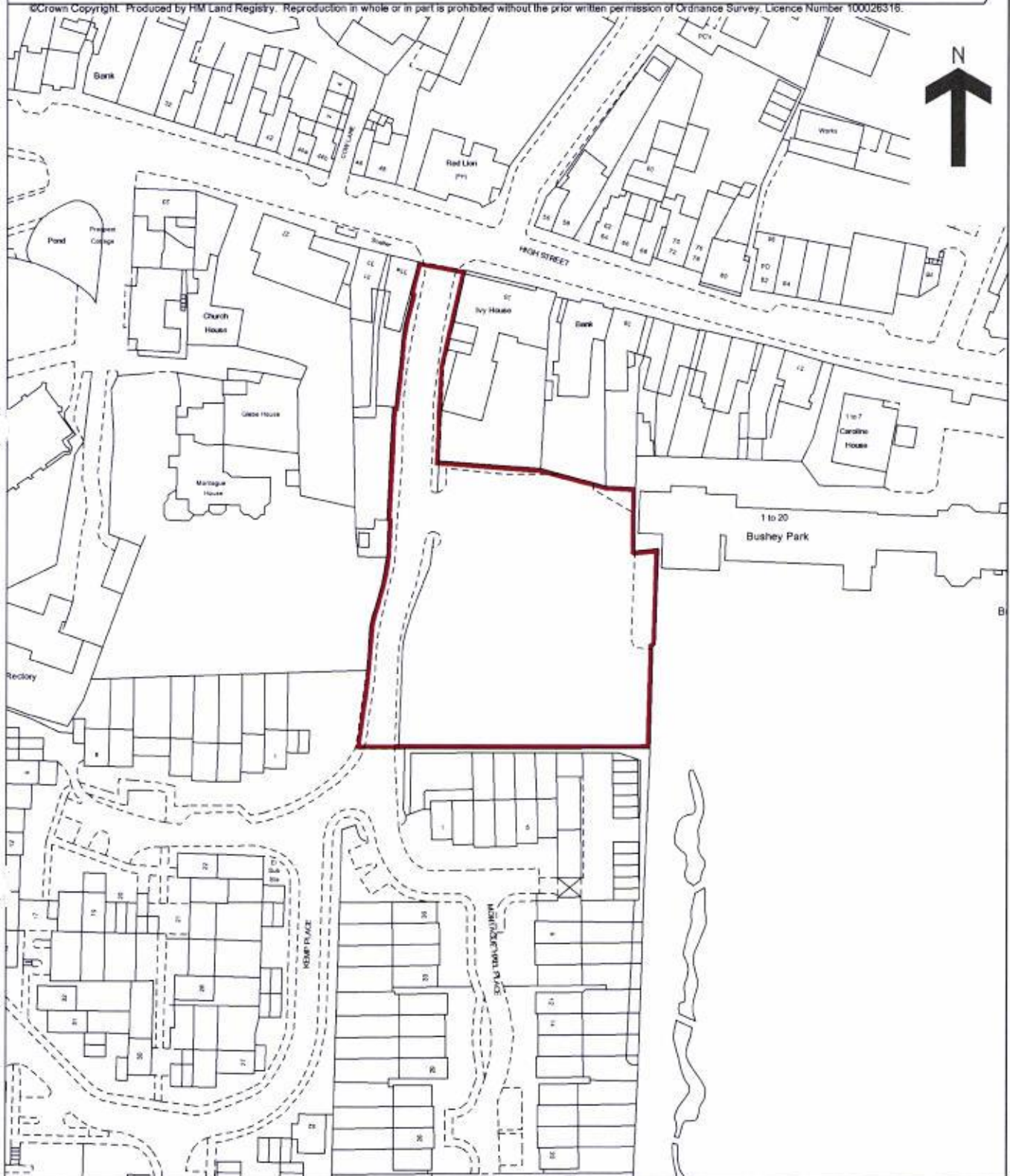
End of register

HM Land Registry Current title plan

Title number **HD444933**
Ordnance Survey map reference **TQ1395SW**
Scale **1:1250**
Administrative area **Hertfordshire : Hertsmere**



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This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 20 December 2018 at 10:35:02. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

Name: Gavin Burns
Date: 9 January 2019

Statement No.1

IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION

Claim No. QB-2018-000333

B E T W E E N :

HERTSMERE BOROUGH COUNCIL

Claimant

-and-

**PERSONS UNKNOWN OCCUPYING LAND AND / OR
DEPOSITING WASTE ON LAND**

Defendant

WITNESS STATEMENT OF GAVIN BURNS

I, **GAVIN BURNS**, of Civic Offices, Elstree Way, Borehamwood, Hertfordshire WD6 1WA,
Principal Environmental Health Officer, **WILL STATE** as follows:-

1. I have been in continuous employment as a registered Environmental Health Officer since August 1998. I am currently employed as a Principal Environmental Health Officer with Hertsmere Borough Council, and I am duly authorised to make this statement on its behalf. I am an ordinary member of the Chartered Institute of Environmental Health, and hold a Bachelor of Science Honours Degree in Environmental Health awarded by Middlesex University in July 1998. Save where

otherwise mentioned, the information contained within my witness statement is true to the best of my information, knowledge and belief.

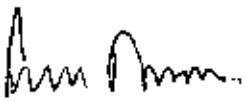
2. On Wednesday 21 November 2018 at approximately 16:45 I was present in the Civic Offices, Elstree Way, Borehamwood, when I was advised that three motor vehicles towing caravans had entered the car park collectively serving the Civic Offices, the Ibis Hotel, and The Venue Leisure Centre. The land being known as The Venue car park.
3. Being in possession of an electronic copy of a temporary injunction forbidding the occupation of the car park, and other Council-owned land, by persons unknown I proceeded to print a copy of that document with the intention of making contact with the persons towing the caravans.
4. I then proceeded to the car park with a colleague, Harry Tuck. From a distance of 50 metres it was apparent to me that the persons were possibly intending to set up an encampment. I therefore requested Harry to ask if we could be supported by police officers. Harry then telephoned Borehamwood Police Station, which is situated on the ground floor of the Civic Offices.
5. I then approached the nearest towing vehicle and asked the driver if he was the boss. He had a poor command of spoken English and directed me towards another towing vehicle. As I approached the second vehicle I immediately recognised the driver as the leader of a group of French travellers who had occupied a Council-owned park, known as Parkfield, in Billy Lows Lane, Potters Bar, on 8 June 2018. On that occasion the group had comprised of 12 caravans, 14 motor vehicles, 24 adults and 22 children. A Removal Order was required from St Albans Magistrates Court to evict them a week later. While they were present the Council received numerous complaints regarding defecating in public and the playing of loud music.

6. The driver of the second vehicle recognised me, and he had a good command of spoken English. I asked him to leave the car park immediately, and he replied that he did not need to as there were only three caravans. This being a reference to section 61 of Criminal Justice and Public Order Act 1994 which relates to police powers in the presence of six or more vehicles. I explained that the Council was now in possession of a High Court injunction with powers of arrest and that we had requested the police to attend. I noted the time as 16:50.

7. The driver of the second vehicle then asked to see my paperwork, and I handed him the copy of the injunction through the open driver's window. He glanced at it briefly and then handed it back to me.

8. I then noticed that we had been joined by numerous police officers, who had mostly walked over from the Civic Offices. The police officers began noting the vehicle registration details and speaking to the other drivers. I again asked the driver of the second vehicle to leave and he replied that he needed 20 minutes to do so. I told him he didn't need 20 minutes and should leave immediately or risk being arrested. The group then began to depart, and had left the car park by 16:55.

I believe the facts stated in this Witness Statement are true.

Signed: 

GAVIN BURNS

Date: 9 January 2019