

Official copy of register of title

Title number HD498282

Edition date 21.03.2014

- This official copy shows the entries on the register of title on 31 Mar 2015 at 12:48:28.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 31 Mar 2015.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by Land Registry Leicester Office.

A: Property Register

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

HERTFORDSHIRE : NORTH HERTFORDSHIRE

- 1 (01.02.2010) 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 Chequers Lane, Preston, Hitchin.
- 2 (10.02.2011) A new title plan based on the latest revision of the Ordnance Survey Map with an amended extent as to the southern boundary has been prepared.
- 3 (07.01.2014) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of other land dated 31 March 2003 made between (1) North Hertfordshire District Council (Transferor) and (2) North Hertfordshire Homes Limited (Transferee):-

"TOGETHER WITH the rights and easements set out in Schedule B hereto EXCEPT AND RESERVING for the benefit of the Transferor and its successors in title owners and occupiers of the Retained Land shown on each of the same Retained Land Plans and each and every part thereof the rights set out in Schedule C hereto

SCHEDULE B

Rights Granted

- 1. The full right of subjacent and lateral support from the Retained Land and each and every part thereof for the benefit of the Property and each and every part thereof
- 2. The right for the Transferee its successors in title and its employees agents licensees and contractors subject to three days prior notice to the Transferor or its successors in title (except in case of emergency) to enter upon such part of the Retained Land as may be necessary with or without workmen materials and appliances for the purpose of repairing maintaining re-building or renewing the Property and all or any buildings now erected or to be erected within 80 years from the date hereof ("the Perpetuity Period") upon the Property (the person exercising such right making good forthwith at his or their expense all damage caused thereby)
- 3. The free and uninterrupted right to the passage and running of Services

A: Property Register continued

to and from the Property through and along all Service Media which are now or may be constructed within the Perpetuity Period through on under or over the Retained Land (insofar as the same serve the Property or any part thereof) either alone jointly or in common with the Transferor and all other person or persons who are now or may hereafter be entitled to connect with or use the same or any of them together with subject to three days prior notice to the Transferor or its successors in title (except in case of emergency) a right of entry as reasonably necessary on to the Retained Land with or without workmen materials

and appliances for the purpose of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits PROVIDED ALWAYS that this will include the right to make within the Perpetuity Period further connections and to connect to and lay new Service Conduits through in under or over the Retained Land necessary for any increased flow from time to time in such routes as may be previously approved in writing by the Transferor such approval not to be unreasonably withheld or delayed (subject to the Transferee or its successors in title making good forthwith at its his her or their own expense all damage caused or occasioned thereby) PROVIDED FURTHER that the Transferor may for the purpose of developing the Retained Land or any part or parts thereof upon giving not less than twenty eight days' written notice vary or divert at its own expense the routes of any such Service Conduits (whether now in situ or not) SUBJECT TO such variation or diversion causing only temporary reasonable and essential interruptions to the service supplies to the Property the nature and extent of which having been notified in advance to the Transferee, and the Transferor making good forthwith at its own expense all damage thereby caused to the same PROVIDED THAT the varied or diverted routes of the Service Conduits over the Retained Land shall be adequate for the present use and occupation of the Property

- 4. The free and uninterrupted right for the Transferee and its successors in title the owner or owners 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 Transferor and its successors in title and all other persons to whom a like right has been or may hereafter be granted to pass and repass over and along the roads (where appropriate with or without vehicles) footpaths and accessways now or hereafter forming part of the Retained Land and not publicly adopted (except where the same form an integral part of any individual dwelling within the Retained Land and are intended for the sole use and benefit of such dwelling) PROVIDED ALWAYS that the Transferor may for the purpose of developing the Retained Land or any part or parts thereof upon giving not less than twenty eight days' written notice vary or divert at its own expense the routes of any such roads footpaths and accessways (whether now in situ or not) SUBJECT TO such variation or diversion causing only temporary reasonable and essential interruptions to the access to the Property the nature and extent of which having been notified in advance to the Transferee, and the Transferor making good forthwith at its own expense all damage thereby caused to the same PROVIDED THAT the alternative routes provided over the Retained Land to the Property shall be adequate for the present use and occupation of the Property
- 5. All easements quasi-easements liberties privileges rights and advantages now used and enjoyed over the Retained Land or which would be implied by statute or by reason of severance hereby effected PROVIDED ALWAYS that the Transferor may for the purpose of developing the Retained Land or any part or parts thereof upon giving not less than twenty eight days' written notice vary or divert at its own expense the routes of the same (whether now in situ or not) SUBJECT TO such variation or diversion causing only temporary reasonable and essential interruptions to the same the nature and extent of which having been notified in advance to the Transferee, and the Transferor making good forthwith at its own expense all damage thereby caused to the same PROVIDED THAT the alternatives provided over the Retained Land to the Property shall be adequate for the use and occupation of the Property

SCHEDULE C

Exceptions and Reservations

1. The full right of subjacent and lateral support from the Property for the benefit of the Retained Land

A: Property Register continued

- 2. The right for the Transferor its successors in title and its employees agents licensees and contractors subject to seven 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 materials and appliances for the purpose of repairing and or maintaining the Retained Land and all or any buildings now erected or to be erected within the Perpetuity Period upon the Retained Land (the person exercising such right making good forthwith at its his her or their expense all damages caused thereby)
- 3. The free and uninterrupted right to the passage and running of water soil gas electricity or other piped fuel telephone television and any other services to and from the Retained Land through and along the Service Conduits which are now or may be constructed within the Perpetuity Period through on over or under the Property (insofar as the same serve the Retained Land or any part thereof) either alone jointly or in common with the Transferee and all other persons who are now or who may hereafter be entitled to connect with or use the same or any of them together with the right subject to seven days prior written notice to the Transferee or its successors in title (except in case of emergency) for the Transferor its successors in title and its employees agents licensees and contractors to enter upon the Property as reasonably necessary with or without workmen materials and appliances for the purpose of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (subject to the Transferor or other person or persons as aforesaid making good forthwith at their own expense all damage occasioned by such entry) PROVIDED ALWAYS that this will include the right to make within the Perpetuity Period further connections and to connect to and lay new Service Conduits through in under or over the Property necessary for any increased flow from time to time in such routes as may be previously approved in writing by the Transferee such approval not to be unreasonably withheld or delayed (subject to the Transferor or its successors in title making good forthwith at its his her or their own expense all damage caused or occasioned thereby) PROVIDED FURTHER that the Transferee may for the purpose of developing the Property or any part or parts thereof upon giving not less than twenty eight days' written notice vary or divert at its own expense the routes of any such Service Conduits (whether now in situ or not) SUBJECT TO such variation or diversion causing only temporary reasonable and essential interruptions to the service supplies to the Retained Land the nature and extent of which having been notified in advance to the Transferor, and the Transferee making good forthwith at its own expense all damage thereby caused to the same PROVIDED THAT the varied or diverted routes of the Service Conduits over the Property shall be adequate for the present use and occupation of the Retained Land
- 4. The right for the Transferor its successors in title and its employees agents licensees and contractors at all times and for all reasonable purposes connected with the use and enjoyment of any part of the Retained Land in common with the Transferee its successors in title and all other persons to whom a like right has been granted to pass and repass over and along the roads (where appropriate with or without vehicles) footways and accessways forming part of the Property and not publicly adopted except where such footways and accessways form an integral part of any individual dwelling within the Property and are intended for the sole use and benefit of such dwelling

PROVIDED ALWAYS that the Transferee may for the purpose of developing the Property or any part or parts thereof upon giving not less than twenty eight days' written notice vary or divert at its own expense the routes of any such roads footpaths and accessways (whether now in situ or not) SUBJECT TO such variation or diversion causing only temporary reasonable and essential interruptions to the access to the Retained Land, the nature and extent of which having been notified in advance to the Transferor, and the Transferee making good forthwith at its own expense all damage thereby caused to the same PROVIDED THAT the alternative routes provided to the Retained Land over the Property shall be adequate for the present use and occupation of the Retained Land

5. All easements quasi-easements liberties privileges rights and advantages now used and enjoyed over the Property or which would be implied by statute or by reason of severance in favour of a purchaser of such of the Retained Land adjoining or adjacent to the Property as if the same had been transferred to such purchaser and the Property hereby

A: Property Register continued

transferred had been retained by the Transferor PROVIDED ALWAYS that the Transferee may for the purpose of developing the Property or any part or parts thereof upon giving not less than twenty eight days' written notice vary or divert at its own expense the routes of the same (whether now in situ or not) SUBJECT TO such variation or diversion causing only temporary reasonable and essential interruptions to the same the nature and extent of which having been notified in advance to the Transferor, and the Transferee making good forthwith at its own expense all damage thereby caused to the same PROVIDED THAT the alternatives provided over the Property to the Retained Land shall be adequate for the use and occupation of the Retained Land.

In this Deed:

"Retained Land Plans" means those of the Plans on which Retained Land is designated

"Services" means gas electricity water foul and surface water drainage telephone telecommunications data transfer and other similar services

"Service Media" means mains sewers drains pipes wires cables conduits gutters channels soakaways ditches watercourses and all similar conducting media and apparatus other than those which are or shall become vested in the statutory undertakings."

NOTE: The land in this title forms part of the Retained Land referred to.

- 4 (21.03.2014) 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.
- 5 (21.03.2014) The land has the benefit of the rights reserved by but is subject to the rights granted by the Transfer dated 18 March 2014 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 (01.02.2010) PROPRIETOR: NORTH HERTFORDSHIRE DISTRICT COUNCIL of Council Offices, Gernon Road, Letchworth Garden City, Hertfordshire SG6 3JF.
- 2 (01.02.2010) A Conveyance of the land tinted blue on the title plan dated 26 August 1938 made between (1) Katherine Adelaide Vickers and Angus Douglas Vickers and (2) The Rural District Council Of Hitchin contains purchaser's personal covenants.

NOTE: Copy filed.

3 (01.02.2010) A Conveyance of the land tinted pink on the title plan dated 19 March 1936 made between (1) Douglas Vickers and Katharine Adelaide Vickers and (2) The Rural District Council Of Hitchin contains purchaser's personal covenants.

NOTE: Copy filed.

C: Charges Register

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

1 (21.03.2014) A Transfer of the land edged and numbered HD533173 in green on the title plan dated 18 March 2014 made between (1) North Hertfordshire District Council and (2) Howard Cottage Housing Association contains restrictive covenants by the Transferor.

NOTE: Copy filed under HD533173.

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End of register