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Official copy of register of title

Title number EX559806

Edition date 20.09.2017

- This official copy shows the entries on the register of title on 24 OCT 2017 at 12:09:18.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 24 Oct 2017.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Peterborough Office.

A: Property Register

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

THURROCK

- 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 Sycamore Way, South Ockendon.
- 2 The land edged and numbered 1 in blue on the filed plan is subject to rights granted by the transfers of dwelling places adjoining the southern boundary of the land in this title.

The following are details of the rights contained in those transfers:-

"TOGETHER WITH the rights set out in the First Schedule and EXCEPTING AND RESERVING the rights which are set out in the Second Schedule.

THE FIRST SCHEDULE

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The right of passage of water through the Hospital Water Pipe PROVIDED THAT this shall cease when the Property has been connected to the mains water supply along an alternative route in accordance with the provisions of Clause 5(b) hereof for which all necessary easements shall (if required) be granted by the Vendor to the Purchaser at the Vendors expense.

THE SECOND SCHEDULE

Exceptions and Reservations

There is Excepted and Reserved out of this Transfer in fee simple to the Vendor and the owners or owners for the time being of the Hospital Site or any part thereof

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..

the following rights:-

- a) Any right of light or air now subsisting or which might (but for

A: Property Register continued

this exception) be acquired over the Hospital Site

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..

to the intent that the Vendor may build or rebuild on such land in such manner as the Vendor may think fit notwithstanding any interference with the access or light or air to the Property thereby occasioned and so that the Purchaser shall be deemed to enjoy such access of light and air in the meantime by the consent of the Vendor hereby given and not as of right.

b) The right in common with the Purchaser and the County or Local or other Statutory Authorities (which expression shall include British Telecom and the Water and Gas and Electricity Companies) and all other persons entitled thereto to:-

i) Lay any sewers drains watercourses pipes cables wires or other channels or conductors (hereinafter referred to as "the Services") which may be required by the Vendor in over or under the Property

ii) Make connections with and use the Services now already or which may at any time within the Specified Period be laid in over or under the Property; and

iii) Enter upon the Property at any time or times for the purposes of laying new Services and making connections with inspecting cleansing repairing replacing renewing or maintaining the Services which are now laid under the Property and any such new Services.

c) All rights and easements and all liberties privileges and advantages now used or enjoyed or to be used or enjoyed over or under the Property by the Hospital Site or by any buildings erected or to be erected thereon

.....
..

(whether as easements or quasi-easements or otherwise and whether or not continuous apparent or reasonably necessary)".

NOTE 1: The Hospital Water Pipe and Specified Period referred to are described as follows:-

"the Hospital Water Pipe" means the water pipe running beneath the Hospital Site to the public water supply system and shall be deemed to include the said pipe up to the point of its entry into the dwellinghouse on the Property and also such part of the pipe as runs beneath the adjoining properties in Mollands Lane where applicable.

"the Specified Period" means the period beginning with the date hereof and enduring for 80 years and the said period shall be the perpetuity period applicable to this Transfer."

NOTE 2: The Hospital Site referred to includes the land in this title

NOTE 3: Clause 5b referred to is set out in the Proprietorship Register below

NOTE 4: The southern boundary of the land in this title forms part of the southern boundary referred to.

3 The Transfer dated 5 December 1995 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that:

3.1 The Purchaser shall not be nor shall the Purchaser become entitled to any rights of light or air which would prevent the use by the Vendor of the Vendor's Retained Land for building or for any other purpose nor shall the Vendor be entitled to retain any rights of light or air over the Property which will prevent the use of the Property by the Purchaser for residential development

A: Property Register continued

3.2 Save for and subject to the rights expressly granted by this Transfer the Purchaser shall not be nor shall the Purchaser become entitled to any liberties privileges easements rights and advantages whatsoever appertaining or reputed to appertain to the Property over the Vendor's Retained Land or at the date hereof occupied or enjoyed therewith and to that intent the provisions of Section 62 of the Law of Property Act 1925 shall (so far as necessary) not apply to this Transfer"

- 4 The land has the benefit of the rights granted by but is subject to the rights reserved by the Deed dated 9 February 1996 referred to in the Charges Register.
- 5 The Deed dated 9 February 1996 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 (02.02.2016) PROPRIETOR: THURROCK BOROUGH COUNCIL of Legal Dept, Civic Offices, New Road, Grays RM17 6SL.
- 2 (04.03.1998) The Transfers of dwelling places adjoining the southern boundary of the land in this title referred to in the Property Register contains covenants by Countryside Properties Public limited Company (the Vendor) details of which are set out in the schedule of personal covenants hereto.
- 3 RESTRICTION:-Except under an order of the registrar no disposition or dealing by the proprietor of the land is to be registered without a Certificate confirming the provisions set out in the Fifth Schedule of the Deed of Exchange dated 9 February 1996 referred to in the Charges Register have been complied with.

Schedule of personal covenants

- 1 The following are details of the vendors' personal covenants contained in the Transfers of dwelling places adjoining the southern boundary of the land in this title referred to in the Proprietorship Register:-

"5. The Vendor hereby covenants with the Purchaser as follows:-

a) Until completion of the water supply works specified in sub-clause 5(b) hereof to keep the Hospital Water Pipe in good repair and condition and to provide an adequate supply of water to the Property.

b) On or before completion of the sale of the whole of the Hospital Site at its own expense to arrange for the Property to be connected to the mains water supply along an alternative route."

C: Charges Register

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

- 1 The land edged and numbered 2 in blue on the filed plan is subject to all rights of way for access and egress.
- 2 The land edged and numbered 2 in blue on the filed plan is subject to rights in respect of drainage gas water electricity oil telephone cables and aerials.
- 3 An Agreement dated 28 February 1990 made between (1) The Mayor and Burgesses of the Borough of Thurrock (2) The County Council of Essex

C: Charges Register continued

and (3) The Secretary of State for Health, as varied by a Deed dated 27 January 1994 made between the same parties, under the provisions of Section III of the Local Government Act 1972 and Section 33 of the Local Government Act (Miscellaneous Provisions) Act 1982 affecting the land in this title and other land relating to the development of such land.

The said Agreement also contains restrictive covenants.

- 4 A Transfer of the land edged and numbered 1 in blue on the filed plan dated 5 December 1995 made between (1) Secretary of State for Health (Vendor) and (2) Countryside Properties PLC (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 By a Deed of Variation dated 15 March 1996 made between (1) The Mayor and Burgesses of the Borough of Thurrock (2) The County Council of Essex (3) The Secretary of State for Health (4) Countryside Properties PLC and (5) Midland Bank PLC the Agreement dated 28 February 1990 referred to above was varied.
- 6 A Deed of Exchange dated 9 February 1996 made between (1) Countryside Properties Public Limited Company and (2) The County Council of Essex contains restrictive covenants.

NOTE: Original filed.

- 7 The Deed of Exchange dated 9 February 1996 referred to above contains provisions which relate to the payment of additional moneys as therein mentioned.
- 8 (20.09.2017) UNILATERAL NOTICE in respect of a claimed right to apply for alteration of the register to be registered as proprietor by virtue of the provisions of an Agreement dated 26 February 2002 made between (1) Essex County Council and (2) Thurrock Council.

NOTE: Copy filed.

- 9 (20.09.2017) BENEFICIARY: Essex County Council of County Hall, Chelmsford, Essex CM1 1LX.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 5 December 1995 referred to in the Charges Register:-

"THE Purchaser for itself and its successors in title the owners and occupiers of the Property hereby covenants with the Vendor and the Vendor's successors in title the owners and occupiers for the time being of the Vendor's Retained Land and each and every part thereof to the intent that the burden of this covenant may run with and bind the Property and each and every part thereof

to observe and perform the covenants set out in the Fourth Schedule

THE FOURTH SCHEDULE

Covenants imposed on the Purchaser and taken

for the benefit of the Vendor's Retained Land

1. At the Purchaser's own expense until such time as the same are adopted by the relevant authority to repair maintain cleanse and whenever necessary and appropriate to renew the Existing Conduits (until the same is replaced by the New Conduits) the Existing Road (until the same is replaced by the New Road) the New Conduits and the New Road which are now or may at any time hereafter within the Perpetuity Period be in on or under the Property and in respect of which rights of passage and rights of way and running of Services shall be exercised by the Vendor

2. At the Purchaser's own expense and in a proper and workmanlike manner as soon as reasonably practicable following the date hereof to

Schedule of restrictive covenants continued

commence to construct and thereafter to proceed with and to complete as soon as reasonably practicable the construction of the New Road on or before the expiration of the period of one year calculated from the date hereof upon and across the Property from an existing public highway along such route as the Purchaser may determine (subject to planning permission having been obtained therefor) right up to the boundary with the Vendor's Retained Land to a level as shall connect up with the access road on the Vendor's Retained Land and to use all reasonable endeavours to procure that the New Road shall be adopted for maintenance at public expense.

3. At the Purchaser's own expense and in a proper and workmanlike manner as soon as reasonably practicable following the date hereof to commence to construct and thereafter to proceed with and to complete as soon as reasonably practicable the New Conduits and to connect the same with the Vendor's Retained Land and to use all reasonable endeavours to procure that the New Conduits shall be adopted for maintenance at public expense

4. Not at any time to cause or permit any interruption or interference with the Services to any part of the Vendor's Retained Land without first providing alternatives and not at any time to cause or permit any such interruption to or interference with the access to and egress from and the use occupation and enjoyment of any buildings on the Vendor's Retained Land In the event that any such interruption to or interference as aforesaid occurs the Purchaser shall forthwith replace and restore the services and the routes of the access to and egress from the buildings on the Vendor's Retained Land at the cost of the Purchaser and shall fully indemnify and keep indemnified the Vendor against all costs charges expenses actions claims and demands in respect of any damage or injury (including injury resulting in death) to any property or person or in respect of any loss arising by reason of the provisions hereof and to be responsible for and make good or pay compensation for any such damage or injury The indemnity contained herein shall extend and apply to all sums payable (whether or not the payment thereof is legally enforceable) under any statute order regulation instruction warrant or otherwise to any office service servant or agent of the Crown or the personal representatives or dependents of any such person in respect of any such damage or injury Provided Always that the Vendor shall with prior consultation with the Purchaser and where the damage or injury is covered by a public liability insurance policy in favour of the Purchaser the prior written approval of the Purchaser's insurers be at liberty to settle as the Vendor may think fit any such actions claims or demands by payment of such sum or sums as the Vendor in the discretion of the Vendor may consider reasonable and the Vendor may in the discretion of the Vendor cause any such damage to be reinstated and made good and the expenses incurred in so doing or in making any such payment shall be repaid by the Purchaser to the Vendor on demand

5. That the Property shall not be used for any purpose other than as residential dwellings including show-houses retail shopping community uses and school buildings

6. That nothing shall be done or permitted to be done on the Property or in or upon any building erected or to be erected thereon which shall be unduly noisy noxious or offensive or a nuisance or causing injury or damage to the Vendor or any tenant or occupier for the time being of the Vendor's Retained Land or any other adjacent or neighbouring land retained or for the time being used by the Vendor PROVIDED THAT the development of the Development Site shall not constitute a breach of this covenant per se

7. Forthwith to erect boundary walls or fences along such parts of the boundary of the Property separating the same from the Vendor's Retained Land as shall be approved by the Vendor (such approval not to be unreasonably withheld) and thereafter to repair and maintain the same"

NOTE 1: The expressions referred to in the Transfer are defined as follows:-

EXPRESSION	MEANING
"Development Site"	means the former South Ockendon

Schedule of restrictive covenants continued

	Hospital together with the buildings erected thereon shown edged red blue green and purple on the Plan
"Conduits"	means any sewers pipes waterpipes wires drains cables watercourses channels conductors and other conduits or conducting media for the transmission of Services
"Existing Conduits"	means any Conduits existing as at the date hereof under upon or over the Property
"Existing Road"	means the roadway (including the pavement) shown on the Plan
"New Conduits"	means the Conduits to be constructed and installed by the Purchaser
"New Road"	means the road to be constructed by the Purchaser in accordance with Schedule paragraph 2 of the Fourth
"Obligations"	hereto means in relation to the exercise of any rights:- (a) entering only that part of the land as shall be reasonably necessary for the purpose (b) giving as much notice to any person having an interest in the land affected as shall be possible (but not less than seven days in any event save in the case of emergency) (c) acting in a reasonable manner and as expeditiously as reasonably practicable in the circumstances (d) causing as little damage to land affected and (e) making good without delay in a good and workmanlike manner with good and proper materials to the reasonable satisfaction of such person any damage caused
the inconvenience	to the use and occupation thereof reasonably practicable in the circumstances and complying with reasonable requirements of any person made with a view to minimising any inconvenience disturbance and damage
as	
the such	
"Perpetuity Period"	means the period of eighty years from the date of this transfer
"Services"	means water soil gas electricity telephone and all other services (statutory or otherwise) required for the beneficial use occupation and enjoyment of the Vendor's Retained Land
"Vendor's Retained Land"	means that part of the Development Site which is shown edged green and purple on the Plan"

NOTE 2: The Vendor's Retained Land edged green and purple referred to adjoins the eastern boundary of the land in this title

NOTE 3: The Development Site referred to comprises the Vendor's Retained Land, the land in this title and also the land adjoining the western boundary of the Retained Land.

End of register