

Title Number : SY498578

This title is dealt with by Land Registry, Durham Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

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This extract shows information current on 4 NOV 2014 at 00:01:26 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: SY498578
Address of Property	: Land on the South side of Chobham Road, Ottershaw Park, Chertsey
Price Stated	: Not Available
Registered Owner(s)	: OTTERSHAW PARK ESTATE COMPANY LIMITED of 15 Vicarage Gate, London W8 4AA.
Lender(s)	: None

## Title number SY498578

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 4 NOV 2014 at 00:01:26. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

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### A: Property Register

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

SURREY : RUNNYMEDE

- 1 (28.07.1932) 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 Chobham Road, Ottershaw Park, Chertsey.

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

- 2 The land edged and lettered E, F, G, H, J, K and L in red on the filed plan added to the title on 22 March 1983.
- 3 The land edged and lettered F in red on the filed plan has the benefit of the following rights reserved by a Transfer of land adjoining to the north west known as Windrush dated 25 September 1981 made between (1) The County Council of Surrey and (2) David John Turk and Ruth Turk:-

"A right of way at all times and for all purposes over and along the strip of land shown coloured brown on the Plan and a right to construct maintain connect with and use services under the same."

NOTE: The land coloured brown referred to is edged and numbered 3 in yellow on the filed plan.

- 4 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered SY523717 in green on the filed plan dated 21 June 1983 made between (1) Deltahome Limited (Transferor) and (2) Mirimar Investment Trust Inc (Transferees):-

"Except and reserving to the Transferor and its successors in title the owners and occupiers of adjoining adjacent or neighbouring land and all others entitled to the like rights:-

(a) The free and uninterrupted passage and running of water soil electricity telephone and other matters (if any) to and from such adjoining adjacent and neighbouring land or any parts thereof through the services which are now or may during the period of eighty years commencing on the 24th June 1981 be on under or over the land hereby transferred and the right to make any necessary connections to the services

(b) The right to enter upon the land hereby transferred at all reasonable times in the day time only (except in the case of emergency) for the purpose of constructing renewing inspecting maintaining repairing and cleansing the services the person or persons exercising such right causing as little damage as possible and making good any damage caused

A right of way at all times and for all purposes over and along the roadways between the points lettered A B C D E and F on the plan.

NOTE: The points A B C D E and F referred to are U V W X Y Z on the filed plan.

- 5 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered SY524721 in green on the filed plan dated 23 June 1983

## A: Property Register continued

made between (1) Deltahome Limited (Transferor) and (2) Raymond James Vincent (Transferee):-

"Except and reserving to the Transferor and its successors in title the owners and occupiers of adjoining adjacent or neighbouring land and all others entitled to the like rights:-

(a) The free and uninterrupted passage and running of water soil electricity telephone and other matters (if any) to and from such adjoining adjacent and neighbouring land or any parts thereof through the services which are now or may during the specified period be on under or over the land hereby transferred and the right to make any necessary connections to the services

(b) The right to enter upon the land hereby transferred at all reasonable times in the day time only (except in the case of emergency) for the purpose of constructing renewing inspecting maintaining repairing and cleansing the services the person or persons exercising such right causing as little damage as possible and making good any damage caused

(a) So far as the Transferor has title to grant the same a right of way at all times and for all purposes over and along the Estate Roads

(b) The free passage and running of water soil electricity telephone and other services (if any) through the sewers drains watercourses water electric and telephone pipes wires cables and conduits or other media (hereinafter referred to as "the services") which are now or may during the period of 80 years commencing on the 24th day of June 1981 (hereinafter called "the specified period" being the perpetuity period applicable to this Transfer) be on under or over any adjoining or neighbouring land included in the Estate so far as the services serve the land hereby transferred and the right to enter at all reasonable times in the day time only (except in case of emergency) upon the said adjoining or neighbouring land for the purpose of constructing renewing inspecting repairing maintaining and cleansing the services the Transferee causing as little damage as possible in the exercise of such rights and making good any damage caused thereby."

6 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 SY525314 in green on the filed plan dated 22 June 1983 made between (1) Deltahome Limited (Transferor) and (2) David Michael Rodgers and Marion Rodgers (Transferees) in identical terms to those contained in the Transfer dated 23 June 1983 referred to above.

7 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered SY604718 in green on the filed plan dated 16 January 1990 made between (1) Deltahome Limited (2) Ottershaw Park Mansion Limited and (3) Ottershaw Park Estate Company Limited:-

"TOGETHER WITH the easements rights and privileges set out in the First Schedule hereto but EXCEPT AND RESERVED the easements rights and privileges set out in the Second Schedule hereto

### THE FIRST SCHEDULE

#### Rights Granted

Subject to the payment of all sums due from time to time to the Estate Company which shall be a condition precedent to the enjoyment to the rights hereby granted:-

(a) A right of way at all times and for all purposes over and along the roadways shown coloured pink on Plan B;

(b) A right of way on foot only along the path coloured Pink and hatched Green on Plan B giving access to the tennis courts shown hatched Blue on Plan B;

(c) The free passage and running of water soil electricity telephone and other services (if any) through the sewers drains watercourses

## A: Property Register continued

water electric and telephone pipes wires cables and conduits or other media (hereinafter referred to as "the services") which are now or may during the period of Eighty years commencing on the 24th day of June One thousand nine hundred and eighty-one (hereinafter called "the Specified Period" being the perpetuity period applicable to this Transfer) be on under or over any adjoining or neighbouring land included in the Estate so far as the services serve the land hereby transferred and the right to enter at all reasonable times in the day time only (except in case of emergency) upon the said adjoining or neighbouring land for the purpose of constructing renewing inspecting repairing maintaining and cleansing the services the Transferee causing as little damage as possible in the exercise of such rights and making good any damage caused thereby.

### THE SECOND SCHEDULE

#### Exceptions and Reservations

Except and reserving to the County Council of Surrey and the Transferor and their successors in title the owners and occupiers of adjoining adjacent or neighbouring land and all others entitled to the like rights:-

(a) The free and uninterrupted passage and running of water soil electricity telephone and other matters (if any) to and from such adjoining adjacent and neighbouring land or any parts thereof through the services which are now or may during the Specified Period be on under or over the land hereby transferred and the right to make any necessary connections to the services;

(b) The right to enter upon the land hereby transferred at all reasonable times in the day time only (except in the case of emergency) for the purpose of constructing renewing inspecting maintaining repairing and cleansing the services the person or persons exercising such right causing as little damage as possible and making good any damage caused"

NOTE: The roadways coloured pink referred to are edged blue on the filed plan. The path coloured pink hatched green referred to is edged mauve on the filed plan.

- 8 (12.08.1993) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered SY636105 in green on the filed plan dated 2 October 1991 made between (1) Ottershaw Park Estate Company Limited (Transferor) and (2) Thames Water Utilities Limited:-

"Together with a right of way at all times and for all purposes with or without vehicles plant and machinery and in common with all other persons having a like right over the land shown coloured yellow (hereinafter called "the access") on the plan bound up within subject to Thames Water Utilities Limited making a contribution proportional to user in common with all others having a like right towards the future maintenance of the access and together with (but only insofar as the Transferor can lawfully grant the same and subject to all prior estates and interest) all easements quasi-easements liberties privileges rights and advantages over the Transferor's adjoining land now or heretofore used or enjoyed with the said property or which would be implied against a Vendor on the severance hereby effected but except and reserving to the Transferor or other owners and occupiers for the time being of the said adjoining land all easements quasi-easements liberties privileges rights and advantages now or heretofore enjoyed by the said adjoining land over or in respect of the said property and which would be implied by statute or by reason of severance in favour of a Purchaser of the said adjoining land if the same had been conveyed to such Purchaser and the said property had been retained by the Transferor"

NOTE: Copy Plan in Certificate. Transfer filed under SY636105.

## 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 (01.02.1990) Proprietor: OTTERSHAW PARK ESTATE COMPANY LIMITED of 15 Vicarage Gate, London W8 4AA.

## C: Charges Register

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

- 1 The roads and ways included in the title are subject to rights of way.
- 2 The footpath leading to the tennis courts are subject to rights of way on foot only.
- 3 The land is subject to rights of drainage and rights in respect of passage of water, soil, gas, electricity, telephone and other supply services.
- 4 A Conveyance affecting the land tinted pink on the filed plan dated 18 December 1883 made between (1) Sir Thomas Edward Colebrook and (2) Lawrence James Baker contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 A Conveyance of the land in this title and other land dated 14 July 1932 made between (1) Joseph Wyatt (Vendor) (2) Rowland Frederick Winder and (3) Ottershaw Park Investment Company Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 6 A Transfer of the land edged and numbered 2 in yellow on the filed plan and other land dated 16 October 1934 made between (1) Ottershaw Park Investment Company Limited (Vendors) and (2) Ottershaw College Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 7 The parts of the land affected thereby are subject to the following rights granted by a Transfer of land adjoining the south eastern boundary of the land tinted mauve on the filed plan known as Woodwind dated 18 February 1941 made between (1) Chertsey Public School Limited (Transferors) and (2) Geoffrey Ernard Wedgwood Hartley:-

"A right of way over the Estate Road leading from the Ottershaw Chobham Road from the point marked A along the route B C D and E subject in the event of any subsequent development of the Estate for building purposes to the right of the Transferors or any successors in title to vary the said right of way to conform to any such development and to confer upon the Transferee an alternative right of way more directly from the Ottershaw Chobham Road or over any Estate roads laid down for such development."

An easement in respect of the existing water pipe between the points marked H and I.

NOTE: The points marked A and E referred to do not affect the land in this title and the points B C and D referred to are shown by points A B and C respectively on the filed plan. The existing water pipe between points H and I referred to is shown by a blue broken line so far as it affects the land in this title.

- 8 A Transfer of the land edged and numbered 1 in yellow on the filed plan dated 9 April 1981 made between (1) Sandpark Holdings Limited (Transferor) and (2) Deltahome Limited (Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 9 The part of the land affected thereby is subject to the following

## C: Charges Register continued

rights granted by a Transfer of an electricity sub-station dated 7 October 1981 made between (1) The County Council of Surrey (Vendor) (2) Deltahome Limited (Sub Vendor) and (3) The South Eastern Electricity Board (The Board):-

### THE FIRST SCHEDULE

(a) Full right and liberty for the Board and all persons authorised by it and with or without vehicles to pass and repass at all times and for all purposes over and along the brown land and the blue land and the Estate Roads and Footpaths.

(b) Full right and liberty for the Board to open gates or doors installed in or along the north eastern and south eastern boundaries of the pink land outwards over the brown land.

(c) Full right and liberty for the Board to take in and expel from air through the air bricks in the south western and north eastern walls of and the louvred ventilators in the doors to the said building on the pink land from to and over the adjoining land for the proper ventilation and operation of the Board's equipment in the said building.

(d) Full right and liberty for the Board to retain lay and maintain (which expressions shall without prejudice to the generality thereof include to use and from time to time to repair alter re-lay renew supplement inspect examine test and remove) electric lines under the brown land and the yellow land and under also the Estate Roads and Footpaths and to break up the respective surfaces thereof so far as may be necessary from time to time for all or any of such purposes and also for all or any of such purposes to enter the adjoining land.

The said Transfer also contains the following covenants by the Vendors and Sub Vendor:-

The Vendor and the Sub Vendor hereby jointly and severally covenant with the Board as set out in the Third Schedule hereto.

### THE THIRD SCHEDULE

(Covenants by the Vendor and Sub Vendor)

#### First Part

To indemnify and keep indemnified the Board and its successors in title from and against all liability in respect of or arising out of the making up and taking over by the relevant Highway Authority as highways maintainable at the public expense of the roads and footpaths or intended roads and footpaths which adjoin or will adjoin the pink land or to which access will be had from the pink land or in respect of the repair and maintenance of such roads and footpaths if the same shall not be taken over

#### Second Part

The covenants in this part of this Schedule are entered into to the intent and so as to bind the brown land and the yellow land and every part thereof and also all land comprised in the above mentioned Titles which is within 1.5 metres of the brown land and/or the yellow land and every part thereof into whosoever hands the same respectively may come and to benefit and protect the rights and liberties hereby granted to Board set out in paragraph (d) of the First Schedule hereto.

(a) Not to do or permit or suffer to be done any act which would in any way interfere with or damage any electric line retained or laid by the Board in the exercise of the rights and liberties hereby granted.

(b) Not to alter or permit or suffer to be altered the existing levels of nor (subject as hereinafter provided) to cover or permit or suffer to be covered the surfaces of the brown land and/or the yellow land in such a manner as to render the laying of an electric line thereunder or access to any electric line retained or laid thereunder impracticable or more difficult than it is at the date hereof PROVIDED ALWAYS and it

## C: Charges Register continued

is hereby agreed and declared that (without prejudice to the proviso to paragraph (a) of the Second Part of the Third Schedule hereto) nothing in this present covenant contained shall prevent the laying of appropriate surfaces on any part of the brown land and/or the yellow land which forms the site of an intended road or footpath after the initial laying of electric lines thereunder by the Board in the exercise of the rights and liberties hereby granted.

(c) Without prejudice to the generality of paragraph (b) of this part of this Schedule not to erect or permit or suffer to be erected any building or structure (other than such as are shown on the plan) nor to plant or permit or suffer to be planted any trees on or within a distance of 1.5 metres of the brown land and/or the yellow land.

NOTE: The land coloured yellow referred to is hatched blue on the filed plan so far as it affects the land in this title and the land coloured brown and coloured blue referred to have been tinted mauve and tinted blue respectively on the filed plan. The pink land referred to adjoins the North Eastern boundary of the land in this title.

10 The land hatched brown on the filed plan is subject to a right of way for all purposes for the benefit of Plot 26 Ottershaw Park only.

11 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 26 February 1982 made between (1) The County Council of Surrey (the Council) (2) Deltahome Limited (Grantor) (3) Esormar Properties Limited, John Francis Winkworth (First Grantees) and (4) Sandpark Holdings Limited (Second Grantees):-

"The Council as Beneficial Owner HEREBY GRANTS and the Grantor as Beneficial Owner HEREBY GRANTS and confirms to the First Grantee and the Second Grantee

(a) FULL right and liberty to use in common with the Council the Grantor and their successors in title and all other persons having the like right the said sewer or drain for the passage or conveyance of sewage water and soil from Home Farm and Otterbourne Farm.

(b) THE full right and liberty for the purpose aforesaid to make and for ever after hereafter to repair and maintain all such connections with the said sewer or drain at the point marked "A" on the said Plan the First Grantees or the Second Grantees as the case may be causing the minimum of annoyance and disturbance in the exercise of such rights and making good at their own expense all damage or disturbance which may be caused in carrying out such connection repairs or maintenance.

(c) Subject to the provisions of the foregoing paragraph (b) full right and liberty of entry and access to the point marked "A" for the purpose of making repairing and maintaining such connections as aforesaid.

TO HOLD all the said rights and liberties hereby granted unto the First Grantees and the Second Grantees in fee simple."

NOTE: The course of the said sewer or drain is shown by a brown broken line on the filed plan so far as it affects the land in this title and the point marked "A" referred to is shown by a letter "D" on the filed plan.

12 A Transfer of the land in this title other than that edged and numbered 1 in yellow on the filed plan dated 26 February 1982 made between (1) The County Council of Surrey (the Council) and (2) Deltahome Limited (The Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

13 The land edged and numbered 1 in yellow on the filed plan is subject to the following rights reserved by a Deed of Rectification dated 2 March 1982 made between (1) John Francis Winkworth and others and (2) Deltahome Limited:-

"EXCEPTING AND RESERVING unto the Vendor and its successors in title and all other persons to whom it may grant the same at all times and for all purposes a right of way over the land hereby agreed to be sold for the purpose of access to and egress from the adjoining land of the Vendor (the Vendor paying a fair and reasonable proportion of the cost

## C: Charges Register continued

of maintenance and repair (but not construction) of any new road constructed thereon according to user) TOGETHER WITH the right for the Vendor and its successors in title and all other persons authorised by it to connect up with any sewers drains watercourses wires cables and other services laid or to be laid through or under the land hereby agreed to be sold the Vendor or the person exercising such right making good any damage caused thereby."

NOTE: The adjoining land of the Vendor referred to is land adjoining the North Eastern and South Western boundaries of the land edged and numbered 1 in yellow on the filed plan.

- 14 The land edged and lettered E, F, G, H, J, K and L in red on the filed plan is included in the Conveyance dated 14 July 1932 referred to above; the Transfer dated 16 October 1934 referred to above, and is affected by the rights granted in the Transfer dated 7 October 1981 referred to above.
- 15 The land edged and lettered J in red on the filed plan is subject to the right to park 1 motor vehicle each for the benefit of Plots 20, 21 and 22 only.
- 16 The part of the land affected thereby is subject to the following rights granted by a Deed of Grant dated 5 May 1983 made between (1) Deltahome Limited (Grantor) and (2) Lovell Housing Limited (Lovell) and (3) British Gas Corporation (Corporation):-

"The Grantor and Lovell as BENEFICIAL OWNERS hereby grant unto the Corporation and their assigns in fee simple ALL THOSE easements privileges rights and liberties particulars whereof are specified in the Schedule hereto in over and upon the said land for the benefit and extension of and to be used in connection with and as appertaining to the Statutory Gas Undertaking of the Corporation.

### THE SCHEDULE ABOVE REFERRED TO

ALL THOSE easements privileges rights and liberties of laying a main or pipe for carrying gas together with all necessary ancillary equipment including markers manholes valves and governors in land situate at Ottershaw in the County of Surrey in the approximate position indicated by a red line drawn on the plan No. 4384 attached hereto AND OF using inspecting maintaining repairing altering renewing and removing such main or pipe and other ancillary equipment AND OF obtaining access thereto or to any other part thereof (whether such part be under the said land or not) for the purpose of laying inspecting maintaining repairing altering renewing and removing such main or pipe and other ancillary equipment with all necessary workmen vehicles machinery and equipment at all reasonable times in an emergency at any time."

The said Deed also contains covenants details of which are set out in the schedule of restrictive covenants hereto.

NOTE: The red line referred to is shown by a yellow broken line so far as it affects the land in this title.

- 17 By a Deed dated 17 June 1983 made between (1) The County Council of Surrey and (2) Deltahome Limited the covenants contained in the Transfer dated 26 February 1982 referred to above were expressed to be modified. Details of the terms of the modification are set out in the schedule of restrictive covenants hereto.
- 18 The part of the land affected thereby is subject to the following rights granted by a Deed dated 17 June 1983 made between (1) Deltahome Limited (Grantor) (2) Chancery Securities Limited and (3) The South Eastern Electricity Board (Board):-

"FULL RIGHT AND LIBERTY for the Board and its successors in title to retain lay and maintain (which expressions shall without prejudice to the generality thereof include to use and from time to time to repair alter re-lay renew supplement inspect examine test and remove) electric lines (an electric line being a wire or wires conductor or other means used for the purpose of conveying transmitting or distributing electricity with any casing coating tube pipe or insulator enclosing surrounding or supporting the same to any part thereof or any apparatus



## C: Charges Register continued

connected therewith for the purpose of conveying transmitting or distributing electricity or electric currents) under the land coloured yellow (hereinafter referred to as "the yellow land") on the Plan No. B137/82A annexed hereto TOGETHER WITH FULL RIGHT AND LIBERTY to break up the surface of the yellow land so far as may be necessary from time to time for all or any of such purposes and also for all or any of such purposes to enter the Property."

The said Deed also contains the following covenant:-

"WITH the intent and so as to bind the yellow land and every part thereof and every part of the Property which lies within 1.5 metres of the yellow land into whosoever hands (including those of the Mortgagee and persons deriving title under the Mortgagee) the same respectively may come and to benefit and protect the rights and liberties hereby granted the Grantor with the concurrence of the Mortgagee (hereby testified) hereby covenants with the Board not to do or permit or suffer to be done on or near the yellow land any act which would in any way interfere with or damage any electric line retained or laid by the Board thereunder in the exercise of the rights and liberties hereby granted nor to alter or permit or suffer to be altered the existing levels of nor (subject as hereinafter provided) to cover or permit or suffer to be covered the surface of the yellow land in such a manner as to render the laying of an electric line thereunder or access to any electric line retained or laid thereunder impracticable or more difficult than it is at the date hereof AND in particular but without prejudice to the generality of the foregoing not to erect or permit or suffer to be erected any building or structure other than such as are shown on the said plan) nor to plant or permit or suffer to be planted any trees on or within a distance of 1.5 metres of the yellow land PROVIDED ALWAYS and it is hereby agreed and declared that (without prejudice to the proviso to Clause 2 hereof) nothing in this covenant contained shall prevent the laying of appropriate surfaces on any part of the yellow land as forms the site of an intended road or footpath or other way after the initial laying of electric lines thereunder pursuant to the rights and liberties hereby granted."

NOTE: The yellow land referred to is hatched yellow on the filed plan.

- 19 By the Deed dated 17 June 1983 referred to above the rights granted by and the covenants contained in the Transfer dated 7 October 1981 referred to above were released and extinguished as to the land cross hatched blue on the filed plan in the following terms:-

"IN consideration of the Grant hereinbefore made the Board hereby releases unto the Grantor the rights granted by the Transfer dated the Seventh day of October One thousand nine hundred and eighty-one referred to in Entry 9 of the Charges Register of the above Title only insofar as the same affect the land coloured yellow hatched red on the said plan annexed hereto but not further or otherwise and hereby releases the Grantor and such land from the restrictive covenant contained in the Second Part of the Third Schedule to the said Transfer insofar as it affects such land TO THE INTENT that such rights and such covenant shall henceforth cease and be extinguished."

NOTE: The land coloured yellow hatched red referred to is cross hatched blue on the filed plan.

- 20 By a Deed of Variation dated 4 June 1984 made between (1) Deltahome Limited (2) Stagers Limited (3) Wendogable Limited (4) Ottershaw Park Mansion Limited and (5) Ottershaw Park Estate Company Limited the Leases of flats numbered 14, 15, 16, 20 and 21 The Mansion were determined as to the land 47, 48 and 87, 51, 52 and 88, 55, 56 and 89, 59, 60 and 90 and 63, 64 and 91 on the filed plan respectively. The said Deed substituted therefore the land numbered 97, 96, 95 and 99 and 98 respectively. The Deed also varied the right of way as therein mentioned.

NOTE: Copy filed.

- 21 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 16 July 1984 made between (1) Deltahome Limited (Grantor) and (2) North Surrey Water Company (Company):-

## C: Charges Register continued

"THE Grantor as beneficial owner hereby grants and conveys in perpetuity unto the Company its successors and assigns the right and easement at any time and from time to time to construct place lay use maintain and relay in and under the said land being part of the land shown edged green on the annexed plan situate at Ottershaw Park in the County of Surrey in the position shown for the purpose of identification only by a red line on the said plan the Main and all valve boxes hydrant boxes inspection chambers cocks sluices washouts valves stopcocks junctions and other apparatus as the Company may think fit TOGETHER with all necessary or convenient markers indicating the position of the Main and apparatus TOGETHER with the natural right of support heretofore enjoyed by the said land and TOGETHER with the right at all times with or without workmen vehicles machines and other tools to enter on the said land and to open up the said land for the purpose of exercising the rights and easements hereinbefore mentioned and also of obtaining access so far as reasonably necessary to other parts of the Main situate in adjoining or neighbouring lands TO HOLD the same unto the Company in fee simple."

The said Deed also contains the following covenants:-

"THE Grantor to the intent and so as to bind (so far as practicable) the said land and every part thereof into whosoever hands the same may come and to benefit and protect and rights and easements hereby granted and each of them but not so as to render the Grantor 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. NOTHING shall be built erected constructed laid placed planted or grown in or under the said land and within five feet of either side of the Main which would render the exercise of the rights and easements hereby granted or any of them substantially more difficult or more costly save (in each instance) with the consent in writing of the Company.
2. THE surface of the said land either side of the Main shall not be lowered or raised by more than a total of six inches save with the consent of the Company in writing nor shall the subsoil of the land be disturbed so as to interfere with the right of support hereby granted.
3. THE Grantor shall not cause or permit anything calculated or likely to cause damage (whether directly or indirectly) to the Main or the Company's apparatus in connection therewith or interference with any of the rights and easements hereby granted.
4. THE Company reserves the right to extend or connect as may be necessary to the Main which shall remain the property of the Company and shall not be liable for the maintenance of any Main pipe or apparatus on the consumer's side of the Company's controlling stopcock or valve.
5. THE Grantor shall not grant any further easement or licence involving the laying of pipes sewers wires or cables on under or affecting any part of the said land without obtaining the previous consent of the Company which consent shall not be unreasonably withheld."

NOTE: The land shown edged green referred to forms part of the land in this title and the red line referred to is a mauve broken line on the filed plan.

The parts of the land affected thereby are subject to the following rights granted by a Deed dated 31 August 1984 made between (1) Deltahome Limited (Grantor) (2) John Francis Winkworth and others (First Grantees) (3) Sandpark Holdings Limited (Second Grantees) (4)

## C: Charges Register continued

Esormar Properties Limited and others (Third Grantees) and (5) Sandpark Holdings Limited (Fourth Grantees):-

"THE Grantor HEREBY GRANTS as beneficial owner unto the First Grantees the Second Grantees the Third Grantees and the Fourth Grantees the following easements rights and privileges that is to say

(1) the full and free right and liberty at any time within Eighty years from the date hereof (hereinbefore referred to as "the perpetuity period") to enter into and upon the Red Land for the purpose of connecting the Grantors Sewer at the point marked "W" to the New Sewer which may now be constructed or may hereafter be constructed to serve the Green Land the Yellow Land the Blue Land and the Brown Land together with the additional right to intercept and connect into the Grantors sewer at point "Y" as shown on the Plan together with the right to lay the New Sewer under the Red Land in the approximate position indicated by a broken brown line on the Plan between the points "X" and "W" thereon and to construct extend or modify any new or existing manholes as may be necessary for the purpose of making the said connection and interception for the purpose of draining and sewerage all or any part of the Green Land the Yellow Land the Blue Land and the Brown Land and any buildings or structures which may within the perpetuity period be erected thereon but so in any such case as to cause as little damage as possible and making good the surface without unnecessary delay at the sole expense of the person exercising any of the said rights

(2) Full and free right (in common with all other persons having like rights) to the passage and running of soil and water through the Grantors Sewer and the New Sewer now existing or which may be constructed within the perpetuity period subject to and conditional upon the Grantees paying a proportion of the cost of running and maintaining and keeping the Grantors Sewer including the pumphouse pumps and ancillary works and the New Sewer in repair such proportion to be calculated annually in accordance with the formula expressed in the schedule to this Deed and in the event of any dispute arising as to the amount payable the same shall be determined by a surveyor acting as an expert to be appointed by agreement between the parties or in default of agreement to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors

(3) The right at any time hereafter to enter with or without workmen and others into and upon and to break up the surface of the Red Land as far as may be necessary from time to time for the purpose of maintaining repairing rebuilding renewing relaying and cleansing the New Sewer causing as little damage as possible and making good the surface without unnecessary delay

### THE SCHEDULE

The proportion payable under the provision of Clause 1(2) hereof shall in any calendar year be that fraction of the cost where the numerator is equivalent to the total number of residential units (being a separately rated or rateable hereditament) on the Green Land the Yellow Land the Blue Land and the Brown Land and the denominator shall be the aggregate number of residential units (including those hereinbefore referred to) served by the private estate drainage system on the Ottershaw Park Estate and belonging to the Grantor."

NOTE: The Red Land referred to is the land in this title. The Grantors Sewer referred to is shown by a red broken line on the filed plan. The points W, X and Y referred to are lettered R, Q and P respectively on the filed plan. The New Sewer indicated by a brown broken line referred to is shown by a yellow broken line between points P, Q and R on the filed plan. The Green Land referred to is edged and numbered 6, 7 and 8 in brown on the filed plan and the land edged and numbered 5 in brown on the filed plan is the Yellow Blue and Brown Lands referred to.

23

The parts of the land affected thereby are subject to the following rights granted by a Deed dated 17 October 1990 made between (1) Ottershaw Park Estate Company Limited (Grantor) and (2) British Gas PLC (British Gas):-

## C: Charges Register continued

"THE GRANTOR AS BENEFICIAL OWNER ... HEREBY GRANTS in fee simple 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 twenty feet in width lined red for identification purposes only on plan number 8246 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 purposes 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"

The said Deed also contains the following covenants by the grantor:-

"THE GRANTOR HEREBY JOINTLY AND SEVERALLY COVENANTS with British Gas 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 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 as follows:-

(a) The Grantor shall not do or cause or permit to be done on the said land or land of the Grantor adjoining thereto anything calculated or likely to cause damage or injury to the said works and will take all reasonable precautions to prevent such damage or injury

(b) The Grantor shall not without the prior consent in writing of British Gas make or cause or permit to be made any material alteration to or any deposit of anything 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 British Gas 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

(c) The Grantor shall not erect or install or cause or permit to be erected or installed any building or structure or 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 under the supervision and with the consent (which shall not be unreasonably withheld) of British Gas or its agents or carrying on normal agricultural operations or acts of good husbandry including fencing hedging and ditching not causing such interference obstruction or material reduction of the depth of soil as aforesaid"

*NOTE: Copy Plan in Certificate. Copy Plan filed.*

- 24 (17.11.1994) The land affected thereby is subject to the rights granted by a Deed dated 15 November 1994 made between (1) Ottershaw Park Estate Company Limited (2) Ottershaw Park Mansion Limited and (3) Patricia Jacques.

*NOTE: Copy in Certificate. Original filed under SY584347.*

- 25 (04.06.1999) The parts of the land affected thereby are subject to the rights granted by a Deed dated 21 May 1999 made between (1) Ottershaw Park Estate Company Limited (2) Ottershaw Park Mansions Limited and (3) Hildburg Smith.

*NOTE: Copy in Certificate. Original filed under SY544613.*

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 18 December 1883 referred to in the Charges Register:-

## Schedule of restrictive covenants continued

"And the said Lawrence James Baker doth hereby covenant with the said Sir Thomas Edward Colebrooke that he the said Lawrence James Baker his heirs and assigns will at all times hereafter use the Roadway forty feet wide leading from the piece of land numbered 1282 in the said first Schedule hereto into the Road from Woking to Ottershaw and Chertsey as and for a Roadway only and will not at any time hereafter deposit thereon any manure or other thing nor do or suffer to be done thereon anything which shall become or be a nuisance to the said Sir Thomas Edward Colebrooke or to the Vicar for the time being of Christchurch or other the owners or owner for the time being of the land adjoining the said Roadway on either side."

NOTE :-The said roadway is tinted pink on the filed plan.

- 2 The following are details of the covenants contained in the Conveyance dated 14 July 1932 referred to in the Charges Register:-

"(a) The maximum number of houses to be erected shall not exceed eight to the acre.

(b) No noxious noisy or offensive trade manufacture or business shall be carried on upon any of the said Lots hereby conveyed or in any existing or future buildings thereon or which shall or may be or grow to be an annoyance damage or nuisance to the Vendors their successors assigns lessees or tenants and no hut temporary dwelling tent caravan house on wheels or encampment shall be allowed to be placed thereon and the exterior walls of all houses shall only be of brick (with or without timber) stone concrete rough cast or other similar materials or partly of weatherboards (with or without tiles or tiling) and roofs of dwellinghouses shall be of tiles or slates PROVIDED NEVERTHELESS that Agricultural and Horticultural Buildings may be erected on Lots 6 and 10 the position and construction to be approved by the Vendors Surveyors.

(c) The foregoing restrictions and provisions are nevertheless subject to any Town Planning Proposals which become effective."

NOTE :-Lots 6 and 10 are not included in this title.

- 3 The following are details of the covenants contained in the Transfer dated 16 October 1934 referred to in the Charges Register:-

"THE Purchasers hereby covenant with the Vendors for the benefit and protection of the Vendors and of the remainder of the land comprised in the above Title No. P108945 and Titles Nos. P108944 and P93656 to observe and perform the restrictive and other conditions and stipulations specified in the 7th Schedule hereto.

THE SEVENTH SCHEDULE above referred to

Restrictions as to Housing Etc.

(a) That no part of the property hereby agreed to be sold or transferred shall be used in such a way as to be likely to cause any nuisance annoyance or damage to the Vendors their successors assigns lessees or tenants owners or occupiers of the remainder of the Vendors said estate or for advertising purposes (b) that no present or future buildings on any part of the property agreed to be sold shall be used for any other purpose than that of a private dwellinghouse or school without the consent of the Vendors which consent shall not be unreasonably withheld provided that the said property or any part thereof shall not in any case be used as an Asylum for the Insane or a Hospital of any kind (c) that no hut or temporary dwelling tent caravan house on wheels or encampment shall be allowed or placed on the property (d) that the exterior walls of all permanent buildings shall be only of brick (with or without timber) stone concrete rough cast or other similar materials or partly of weatherboard (with or without tiles or tiling) and all roofs shall be of tiles or slates (e) that no buildings shall be erected on any part of the land agreed to be sold except in accordance with plans and elevations approved by the Vendors (but such approval by any of the Vendors successors in title shall not be necessary) (f) that no aircraft (other than noiseless machines)

## Schedule of restrictive covenants continued

shall be permitted to rise from or alight upon any part of the property hereby agreed to be sold (Provided that the obligation of such covenants shall be personally binding on the Purchasers and their successors in title respectively only during the time of their seisin of or title to the land assured."

- 4 The following are details of the covenants contained in the Transfer dated 9 April 1981 referred to in the Charges Register:-

"The Transferee HEREBY COVENANTS with the Transferor and its successors in title for the benefit of the land retained by the Transferor and so as to bind the land hereby transferred not to use the land hereby transferred otherwise than for the purpose of a road."

- 5 The following are details of the covenants contained in the Transfer dated 26 February 1982 referred to in the Charges Register:-

"THE Transferee HEREBY COVENANTS with the Council in pursuance of Section 5 of the Surrey County Council Act 1958 and so as to bind the owner or owners for the time being of the land hereby transferred and any person claiming through or under them.

(a) Not to use or permit to be used the property hereby transferred or any part thereof other than in accordance with the Planning Permission dated the 26th day of May 1981 and issued under reference number RU.80/8456 excepting the development which would be permitted under the Town and Country Planning General Development Order 1977.

(b) To take all necessary steps to ensure that the existing accessway leading to Chobham Road as included in Title Number SY7346 and the accessways registered under Title Numbers SY66609 and SY446241 respectively are not at any time hereafter used by any owners or occupiers of the property or any part thereof and that third parties existing rights of way (if any) over these accessways are not interfered with in any way.

PROVIDED ALWAYS that the Transferee shall not be liable for any breach of this covenant occurring on or in respect of the property hereby transferred or any part thereof after they shall have parted with all their interest therein."

- 6 The following are details of the covenants contained in the Deed dated 5 May 1983 referred to in the Charges Register:-

"THE Grantor and Lovell to the intent and so as to bind (so far as practicable) the said land and every part thereof into whosoever hands the same may come and to benefit and protect the easements privileges rights and liberties hereby granted but not so as to render the Grantor and Lovell personally liable in damages for any breach of covenant committed after they shall have parted with all interest in the said land hereby covenant with the Corporation as follows:-

(a) Not to erect or cause or permit to be erected any building or structure over the said main referred to in the said Schedule nor to interfere with or obstruct the access thereto by the Corporation

(b) Not to carry out any operation or execute any works over or under the said main or within 10 feet thereof without giving to the Corporation at least three months' notice of its intention so to do specifying the nature of the intended operation or works and not to carry out any such operation or works if in the opinion of the Corporation such operation or works or the carrying out or execution thereof would be likely to interfere with the support of the said main."

- 7 The following are details of the terms of the modification contained in the Deed dated 17 June 1983 referred to in the Charges Register:-

1. IN consideration of the sum of Sixteen Thousand Five Hundred Pounds (£16,500) now paid by the company to the Council (the receipt whereof the Council hereby acknowledges) the Council hereby agrees to the modification of Clause 3 of the Transfer by the deletion therefrom of Sub-clause (a) and the substitution of the following new sub-clause (a) namely:-

## Schedule of restrictive covenants continued

"The Transferee HEREBY COVENANTS with the Council in pursuance of Section 5 of the Surrey County Council Act 1958 and so as to bind the owner or owners for the time being of land hereby transferred and any persons claiming through or under them

(a) Not to use or permit to be used the property hereby transferred or any part thereof other than in accordance with the following:-

(i) The Planning Permission dated 26th May 1981 and issued under reference number RU.80/0456.

(ii) The Planning Permission dated 19th April 1983 amending Planning Permission RU.80/0456.

(iii) The Planning Permission dated 26th April 1983 and issued under reference number RU.83/0893.

(iv) Any subsequent revision or amendment of the above mentioned planning permissions which does not permit in relation to the whole or any part of the land comprised in the transfer development thereof at a greater density than that specified in the above mentioned planning permissions or any change of the use thereof specified in the above mentioned planning permissions.

(v) The Town and County Planning General Development Order 1977

2. THE Council and the Company hereby mutually agree and declare that the Transfer shall henceforth be read and construed as if the substituted new sub clause 3(a) set forth in Clause 2 hereof appeared in the Transfer in place of the original sub clause 3(a) therein and that in all other respects the Transfer shall continue in full force and effect."

End of register