



Official copy of register of title

Title number K791722

Edition date 19.07.2000

- This official copy shows the entries on the register of title on 07 AUG 2017 at 16:41:01.
- 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 07 Aug 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, Nottingham Office.

A: Property Register

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

KENT : MAIDSTONE

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Two parcels of land lying on the northern side of Sharp's Field, Headcorn, Ashford.
- 2 (30.11.1998) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 18 November 1998 referred to in the Charges Register.
- 3 (30.11.1998) The Transfer dated 18 November 1998 referred to above contains a provision as to light or air.
- 4 (18.03.1999) The filed plan of this title has been amended as to the part of the southern boundary where it abuts Sharp's Field.
- 5 (19.07.2000) 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 (30.11.1998) PROPRIETOR: HEADCORN PARISH COUNCIL care of Bank Lodge, 1 Mill Bank, Headcorn, Kent TN27 9QX.

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 18 October 1934 made between (1) Jesse Boorman and George Boorman (Vendors) and (2) Sarah Down (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

C: Charges Register continued

- 2 By the Conveyance dated 18 October 1934 referred to above the land was conveyed subject to the following rights:-

"Subject to all rights and easements and quasi rights and privileges in the nature of easements as have hitherto been used or enjoyed over or in connection with the property hereby conveyed."

- 3 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 1 May 1995 made between (1) Galliford Homes Limited (Grantor) (2) Midland Bank Plc (Mortgagee) and (3) Seaboard plc (Seaboard):-

"FULL RIGHT AND LIBERTY for Seaboard and its successors in title FIRSTLY to retain lay and maintain (which expressions shall without prejudice to the generality thereof include to use and from time to time to adjust repair alter re-lay renew supplement inspect examine test and remove) electric lines as defined in section 64(1) of the Electricity Act 1989 and communications cables (hereinafter called "the underground electric lines") under the land coloured yellow (hereinafter referred to as "the yellow land") on the Plan Number DB/2M8444/14/3 annexed hereto and under also the roads (a road including in addition to the carriageway one or more pavements and/or verges where present or intended) and footpaths now or within Eighty years from the date hereof constructed (which expression for the purpose hereof shall be deemed to include laid out preparatory to construction whether or not actual construction has commenced) on or over the Property including (but not by way of limitation) the roads and footpaths shown on the said plan and the sites thereof before the same are constructed so far as the same lie within the Property all those said roads and footpaths and (if such be the case) the sites of those shown on the said plan before the same are constructed are hereinafter called "the Estate Roads and Footpaths" SECONDLY to retain construct erect and maintain (which expression shall without prejudice to the generality thereof include to use and from time to time to adjust repair alter reconstruct re-erect renew supplement inspect examine test and remove) electric lines (as previously defined) (hereinafter called "the overhead electric lines") over the Property in the approximate positions shown by continuous red lines on the said plan together with the necessary poles and stays in the approximate positions indicated in red on the said plan (and any other means of support and apparatus as Seaboard now requires or may hereafter reasonably require in connection therewith all of which are hereinafter collectively called "the poles and stays") THIRDLY in a proper and woodmanlike manner and at its own expense to fell or lop from time to time all timber and other trees now or hereafter standing on the Property which would if not felled or lopped obstruct or interfere with the construction erection and maintenance or operation of the overhead electric lines AND FOURTHLY to break up the respective surfaces of the sites of the poles and stays the yellow land and the Estate Roads and Footpaths so far as may be necessary from time to time for all or any of such purposes connected with the exercise of the rights and liberties herein granted and also for all or any of such purposes to enter (subject always to Seaboard complying with its covenants under clause 3 hereof) such parts of the Property as is reasonably necessary in the exercise of the rights and liberties hereby granted."

The said Deed also contains the following covenant:-

"THE Grantor hereby covenants with Seaboard as follows:-

(a) Forthwith at the Grantor's cost and to the satisfaction of Seaboard to lay ducts complying in all respects with the requirements of Seaboard (hereinafter referred to as "the ducts") to carry electric lines beneath the part of the yellow land also hatched black on the said plan

(b) With the concurrence of the Mortgagee (hereby testified) and 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 the persons deriving title under the Mortgagee) the same respectively may come and to benefit and protect the rights and liberties firstly hereby granted but not so as to render the Grantor personally liable in

C: Charges Register continued

damages for any breach of covenant committed after the Grantor shall have parted with all interest in the yellow land and the land within 1.5 metres either side thereof

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

(ii) Not to alter or permit or suffer to be altered the existing level 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 or access to each end of the ducts impracticable or more difficult than it is at the date hereof PROVIDED ALWAYS and it is hereby agreed and declared that (without prejudice to Clause 2 hereof) nothing in this covenant contained shall prevent the laying and/or re-laying (as the case may be) of appropriate surfaces on any part of the yellow land as forms the site of an intended or existing road or footpath or other way after the initial laying of electric lines thereunder pursuant to the rights and liberties firstly hereby granted

(iii) 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 and then only provided that the covenant on the part of the Grantor contained in sub-clause (a) hereof shall have previously been fully complied with) 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

5. (a) In this clause the term "overhead electric lines" shall be deemed to include the intended route thereof before erection and the term "poles and stays" shall be deemed to include the sites thereof before erection

(b) The Grantor hereby further covenants with Seeboard with the concurrence of the Mortgagee (hereby testified) and with the intent and so as to bind the Property and every part thereof into whosoever hands the same respectively may come but not so as to render the Grantor personally liable in damages for any breach of covenant committed after the Grantor shall have parted with all interest in the land referred to in the following subparagraphs or relevant part thereof and to benefit and protect the rights and liberties secondly hereby granted as follows:-

NOT without the previous written consent of Seeboard to:-

(i) erect or extend or permit or suffer to be erected or extended any dwellinghouse building or other erection or structure within 4.3 metres on either side of the overhead electric lines or so as to encroach upon the foundations of any of the poles and stays or upon the ground supporting the same

(ii) plant or permit or suffer to be planted any timber or other tree on the Property within a distance of 10 metres of the overhead electric lines

(iii) alter or permit or suffer to be altered the level of the ground within a distance of 5 metres on either side of the electric lines or within an area of land surrounding each of the poles and stays to a distance of 5 metres therefrom or elsewhere on the Property so as to obstruct vehicular access to any of the poles and stays

(iv) allow or permit or suffer to be allowed any vehicles machinery or plant of any description to approach or pass under the overhead electric lines unless a clear space of not less than 1.5 metres can be and is at all times maintained between any conductor forming part of the overhead electric lines and both all parts of any such vehicle machinery or plant and any person riding thereon."

NOTE:-The yellow land referred to is hatched blue on the filed plan so

Title number K791722

C: Charges Register continued

far as it affects the land in this title. The yellow land also hatched black, overhead electric lines poles and stays referred to do not affect the land in this title.

- 4 The open space is subject to rights to use as amenity land.
- 5 (30.11.1998) A Transfer which included the land in this title dated 18 November 1998 made between (1) Galliford Homes Limited and (2) Headcorn Parish Council contains restrictive covenants.

NOTE: Copy in Certificate.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 18 October 1934 referred to in the Charges Register:-

"THE Purchaser 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 remainder of the Vendors' property at Headcorn aforesaid but so that the Vendors or their successors in title shall have power to release or vary this stipulation hereby covenants with the Vendors that the Purchaser and her successors in title will observe and perform the stipulation following:- No temporary building hut tent shed caravan house on wheels or other chattel intended or adapted for use as a dwellinghouse or sleeping apartment shall be made placed erected used or allowed to remain upon the said property."

End of register