

Title Number : K169385

This title is dealt with by Land Registry, Nottingham 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.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 24 OCT 2016 at 12:41:29 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	: K169385
Address of Property	: Land on the east side of Ashford Road, Sellindge, Ashford
Price Stated	: Not Available
Registered Owner(s)	: JOAN VALERIE LIPSCOMB, ANTHONY JOHN HOWARD ROLES and CHRISTOPHER ROBIN LANGFORD of 19 Cavendish Square, London W1A 2AW.
Lender(s)	: None

## Title number K169385

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 24 OCT 2016 at 12:41:29. 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.

KENT : SHEPWAY

- 1 (29.11.1974) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the east side of Ashford Road, Sellindge, Ashford.

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

- 2 The land tinted blue on the filed plan has the benefit of the following rights granted by but the said land is subject to the following right contained in a Conveyance thereof with other land dated 18 September 1958 made between (1) Winifred Daisy Harmer (Vendor) and (2) Reginald Gorringe Whitcombe (Purchaser):-

"The right to drain into the soakaway situate on the adjoining property known as "Penmain" in the approximate position shown on the said plan upon keeping the same in good repair TO HOLD unto the Purchaser in fee simple subject to the right of the owners and occupier for the time being of the adjoining property "Penmain" of way (in common with all others entitled to the like right) as hitherto enjoyed over the roadway coloured green on the said plan contributing from time to time according to user a fair proportionate part of the expense of repairing and maintaining the said roadway."

NOTE: Copy plan filed.

- 3 The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer thereof dated 14 October 1974 made between (1) Edward Lionel Reussner Rix and others and (2) Maurice William Bucknell and others.

NOTE 1: There are excluded from the registration the rights easements and other matters referred to in clause 3 of the said Transfer

NOTE 2: Original filed.

- 4 The Transfer dated 14 October 1974 referred to above contains a provision as to light or air.
- 5 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.
- 6 (27.04.2005) The land has the benefit of the rights granted by a Transfer of the land edged and numbered K884442 in green on the title plan dated 8 April 2005 made between (1) Peter David Smithson, Joan Valerie Lipscomb and Anthony John Roles and (2) Robert Andrews.

NOTE: Copy filed under K884442

### 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 number K169385

## Title absolute

- 1 (11.02.2008) PROPRIETOR: JOAN VALERIE LIPSCOMB, ANTHONY JOHN HOWARD ROLES and CHRISTOPHER ROBIN LANGFORD of 19 Cavendish Square, London W1A 2AW.
- 2 (29.11.1974) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

## C: Charges Register

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

- 1 The land tinted mauve and tinted yellow on the filed plan is subject to the following rights granted by a Deed dated 8 February 1935 made between (1) George Archibald Jell and (2) The Kent Electric Power Company:-

"Full right and liberty to go pass and repass at all times and for all purposes in common with others entitled to a like right over and along the strip of land coloured brown on the said plan Together also with full right and liberty for the Company and their successors in title to lay and maintain in perpetuity electric cables and lines and conduits or pipes for containing the same where necessary under across and over the said strip of land coloured brown and to break up the surface thereof as far as may be necessary from time to time for the purpose of laying relaying repairing and maintaining the said electric cables and lines and conduits or pipes doing as little damage as possible and restoring the surface so far as possible to its former condition And Together also with full right and liberty to erect a suitable gate in the hedge on the Southern boundary of the said piece of land coloured pink to give access thereto from the land coloured brown on the said plan."

NOTE: The land coloured pink referred to is hatched blue on the filed plan and so much of the land coloured brown referred to as is included in the title is tinted mauve on the filed plan.

- 2 A Conveyance of the land tinted pink on the filed plan dated 11 November 1947 made between (1) Naomi Hulke Pearson (Vendor) and (2) Reginald Gorringe Whitcombe (Purchaser) contains the following covenants:-

"FOR the benefit and protection of the Vendors messuage known as Rhode House and so as to bind the property hereby conveyed into whosoever hands the same may come the Purchaser hereby covenants with the Vendor (but so that the Purchaser shall not be personally liable in damages for any breach of covenant committed after he shall have parted with all interest in the said property hereby conveyed) that no building structure or erection shall at any time be erected made placed used or allowed to remain on the land hereby conveyed within a distance of three hundred feet from the eastern boundary of the Ashford to Hythe highway shown on the said plan."

- 3 The land tinted brown on the filed plan is subject to the following rights reserved by a Conveyance thereof and other land dated 14 April 1958 made between (1) Winifred Daisy Harmer (Vendor) and (2) Reginald Gorringe Whitcombe (Purchaser):-

"EXCEPT AND RESERVING unto the Vendor or other the owner or owners and occupiers for the time being of the adjoining property "Glantowy" all such rights or quasi rights or privileges of the nature of easements or quasi easements as have hitherto been enjoyed by the occupiers thereof over or under the property hereby conveyed and in particular the right to drain into the soakaway situate on the property hereby conveyed in the approximate position shown on the said plan she keeping the same in good repair."

- 4 The land tinted mauve and yellow is subject to the following rights granted by a Conveyance thereof dated 17 October 1962 made between (1) Winifred Daisy Harmer and (2) Reginald Gorringe Whitcombe:-

## C: Charges Register continued

"A right for the owners or occupiers of adjacent property known as Penmain Glantowy and The Limes respectively from time to time and at all times hereafter to pass and repass with or without horses or cattle or other animals carts and carriages over and along the said piece or parcel of land of the width of twelve feet for all purposes whatsoever so far as such right is still subsisting."

- 5 The parts of the land affected thereby are subject to the rights granted by a Deed dated 1 December 1988 made between (1) Maurice William Bucknell and Others and (2) Central Electricity Generating Board. The said Deed also contains restrictive covenants by the Grantors.

*NOTE: Copy filed.*

- 6 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 2 August 1990 made between (1) Maurice William Buckwell and others (Freehold Grantors) (2) Clifford Holt (Tenant) and (3) Seaboard PLC.

"FULL RIGHT AND LIBERTY for Seaboard 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 inspect examine test and remove) two x 132kV electric lines each consisting of three independent 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 covering tube pipe or insulator enclosing surrounding or supporting the same or any part thereof or any apparatus connected therewith for the purpose of conveying transmitting or distributing electricity or electric currents) TOGETHER WITH two pilot cables under the Property and within the 11 metre wide strip as indicated by the land shown coloured yellow on the Plan Number M/6519/E1 annexed hereto (hereinafter called "the Plan") (hereinafter referred to as "the easement land") TOGETHER ALSO WITH FULL RIGHT AND LIBERTY for erection of and access to link bonding pillars and ancillary equipment as indicated on the plan AND as incidental to the rights and liberties hereinbefore described FULL RIGHT AND LIBERTY 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 laying and maintenance or operation of the electric lines and TOGETHER WITH FULL RIGHT AND LIBERTY to break up the surface of the easement 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 and with or without vehicles and equipment to enter upon and pass over the Property making good any damage occasioned thereby and causing as little inconvenience as possible."

The said Deed also contains the following covenant:-

"With the intent and so to bind the Property and every part thereof into whosoever hands the same respectively may come and for the benefit and protection of Seaboard's Undertaking and the rights and liberties hereby granted as follows:-

(i) 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 Seaboard in exercise of the rights and liberties hereby granted or interfere with or obstruct access thereto or which would lessen or interfere with the support afforded to any electric line by the surrounding soil including minerals not to

(ii) erect extend lay or install or permit or suffer to be erected extended laid or installed any building or other erection or structure (including the foundations) (other than such as are shown on the Plan) nor any pipe drain sewer cable or wire or other apparatus on over in through or within the easement land

(iii) not to plant or permit or suffer to be planted any timber or other tree on the Property within the easement land

## C: Charges Register continued

(iv) not to alter or permit or suffer to be altered the ground cover or depth of soil over the electric lines so that the electric lines are at a different depth beneath the surface than that at which they are first laid nor to cover or permit or suffer to be covered the surface of the easement 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 is hereby agreed and declared that nothing in this present covenant shall prevent the laying and/or re-laying (as the case may be) of appropriate surfaces on any part of the easement land which forms the site of an intended or existing estate road and ancillary works

(v) not to carry out or permit or suffer to be carried out anywhere along the route of the electric lines any excavations without an authorised representative of Seaboard being in attendance."

NOTE: The yellow land referred to is edged yellow on the filed plan. The link pillars referred to are marked lined pillars on the filed plan.

- 7 The land is subject to the following rights granted by a Transfer of the land edged and numbered K697315 in green on the title plan dated 14 November 1990 made between (1) Maurice William Bucknell and others (Vendors) and (2) The Secretary of State for Transport (Purchaser):-

"THE Vendors as Trustees HEREBY GRANT to the Purchaser:-

(a) full and free right and liberty for the Purchaser and all persons authorised by him at all times hereafter to lay construct maintain test inspect and use a drainage pipe 750 millimetres in diameter and 9 metres in length in the land shown coloured blue and numbered 1/10C on the said plan (hereinafter called "the blue land") together with the right from time to time to renew alter and remove any or all of such pipe

(b) the like right to widen deepen cleanse and maintain the section of the stream situated on the blue land and being approximately 23 metres in length.

(c) the like right to enter upon and excavate so much of the blue land and the Vendors adjoining land as shall be necessary for the purpose of exercising the foregoing rights.

to the intent that such rights shall be appurtenant to the road known as the M20 Motorway (including the said land)."

NOTE: The land coloured blue referred to is edged and numbered 1 in blue on the filed plan.

- 8 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 4 March 1991 made between (1) Peter David Smithson and others (Grantors) and (2) Seaboard plc (Seaboard):-

"FULL RIGHT AND LIBERTY for Seaboard and its successors in title to retain construct erect and maintain (which expressions shall without prejudice to the generality thereof include to use and from time to time to adjust repair alter re-construct re-erect renew inspect examine test and remove) electric lines as defined in Section 64(1) of the Electricity Act 1989 and communications cables and works specified in the Schedule hereto (together hereinafter referred to as "the electric line") across and on the Property AND as incidental to the rights and liberties hereinbefore described FULL RIGHT AND LIBERTY 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 electric lines and also for all or any of such purposes and with or without vehicles and equipment to enter upon and pass over the Property."

The said Deed also contains the following covenant:-

"With the intent and so as to bind the Property and every part thereof

## C: Charges Register continued

into whosoever hands the same respectively may come and for the benefit and protection of Seeboard's undertaking and the rights and liberties 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 3.7 metres on either side of the electric lines or so as to encroach upon the foundations of any of the towers mentioned in the Schedule hereto 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 3.7 metres on either side of the electric lines Provided that this covenant shall not prevent the planting or cultivation of orchard fruit trees or bushes within such distance Provided further that there shall be a clear distance of 4 metres between any such tree or bush and any conductor forming part of the electric lines

(iii) alter or permit or suffer to be altered the level of the ground within a distance of 3.7 metres on either side of the electric lines or within an area of land surrounding each of the said towers to a distance of 6 metres therefrom or elsewhere upon the Property so as to obstruct vehicular access to any of the said towers

(iv) allow or permit or suffer to be allowed any vehicle machinery or plant of any description to approach or pass under the electric lines unless a clear space of not less than 3.7 metres can be and is at all times maintained between any conductor forming part of the electric lines and both all parts of any such vehicle machinery or plant and any person riding thereon.

### THE SCHEDULE

Electric lines consisting of conductors for transmitting or distributing electricity at a pressure of One hundred and thirty-two thousand volts and earth wires the position of the centre line of which being approximately as illustrated by the red line on the Plan Number R31102/EAS annexed hereto and so erected that no conductor forming part of the electric lines shall be less than 6.7 metres above the existing surface of the ground together with the towers to support the same erected in the approximate positions shown by red symbols on the said plan."

NOTE: The red lines and tower symbols referred to are shown by blue broken lines and blue squares respectively on the filed plan.

End of register