

Title Number : TT44631

This title is dealt with by HM 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 14 JUL 2017 at 12:12:34 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: TT44631
Address of Property	: Land on the west side of Otterpool Lane, Sellindge, Ashford
Price Stated	: £1,976,525
Registered Owner(s)	: THE DISTRICT COUNCIL OF SHEPWAY of Civic Centre, Castle Hill Avenue, Folkestone CT20 2QY.
Lender(s)	: None

Title number TT44631

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 14 JUL 2017 at 12:12:34. This copy does not take account of any application made after that time even if still pending in HM 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 (21.01.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the west side of Otterpool Lane, Sellindge, Ashford.

2 (21.01.2004) The Conveyance dated 19 March 1956 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that the Assurance hereby made shall not be deemed to include or confer and shall not operate to convey to the Purchaser any liberties privileges easements or advantages in through or over any land or premises retained by the Vendor adjoining or near to the property hereby conveyed.

Notwithstanding anything in the Conveyance hereinbefore contained the Vendor and his successors in title owner or owners for the time being of the adjoining land of the Vendor or any part thereof shall be fully at liberty to erect such buildings on any part of the adjoining land of the Vendor or to use the same in such manner as he or they may think fit notwithstanding that the access and use of light and air now or at any time hereafter enjoyed by the Purchaser or his successors in title may be obstructed diminished or destroyed and such access and use of light and air as last aforesaid shall notwithstanding this conveyance be and henceforth continue to be enjoyed by the Purchaser and his successors in title by virtue of the agreement hereby expressly made for that purpose and not otherwise."

3 (21.01.2004) The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Deed of Settlement of the land in this title and other land dated 23 March 1990 made between (1) Hugh Phipps Hornby Champneys (Donor) (2) Edward Hugh Champneys (Donee) and (3) Hugh Phipps Hornby Champneys, Nicholas Charlesworth and John Maxwell Nelson (Trustees) :-

"THE SECOND SCHEDULE

Grant of Easements

1. The right to the free passage and running of water, soil gas electricity and other services through all drains channels sewers pipes wires cables water courses gutters and other conducting media ('the service installations') now laid or constructed in on or under or which belong to the Retained Land which serve the property subject to payment of a fair proportion of the cost incurred in cleaning maintaining repairing the same as are used in common such fair proportion to be determined in the event of dispute as hereinbefore provided.

2. All other rights quasi rights and quasi easements enjoyed in respect of the property over the retained land as would be deemed to exist if the property and the retained land had been used in their present state from time immemorial but by different owners.

THE THIRD SCHEDULE Exceptions and Reservations

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A: Property Register continued

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2. The right to the free passage and running of water soil gas electricity and other services through the service installations now laid or constructed in on or under the property and which serve the retained land subject to payment of a fair proportion of the cost incurred in cleaning maintaining repairing and renewing the same as used in common such fair proportion to be determined in the event of dispute as hereinbefore provided."

- 4 (21.01.2004) The Deed of Settlement dated 23 March 1990 referred to above contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED as follows:

(a).....
..

(b) the boundary features marked on the plan with a 'T' within the Boundary of the Property shall belong to the Property.

(c).....
..

(d) whether by implication prescription or by reason of any reference to rights easements quasi-rights and/or quasi-easements generally or otherwise the Donee shall not become entitled to any rights (except as may be both specifically described and expressly granted hereby) of light or air which would restrict or interfere with the free use of the Retained Land for building or other purposes or of way."

NOTE: No 'T' marks were shown on the Deed plan lodged for registration.

- 5 (21.01.2004) The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the land in this title and other land dated 26 November 2003 made between (1) Nicholas Charlesworth and Edward Hugh Champneys and (2) John Stanley Champneys.

NOTE:- Copy filed under K864795.

- 6 (29.12.2015) The land has the benefit of any legal easements granted by a Transfer of the land in this title dated 17 December 2015 made between (1) John Stanley Champneys and (2) The District Council of Shepway but is subject to any rights that are reserved by the said deed and affect the registered land.

NOTE:- Copy filed.

- 7 (29.12.2015) The Transfer dated 17 December 2015 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 (29.12.2015) PROPRIETOR: THE DISTRICT COUNCIL OF SHEPWAY of Civic Centre, Castle Hill Avenue, Folkestone CT20 2QY.
- 2 (29.12.2015) The price stated to have been paid on 17 December 2015 was £1,976,525.
- 3 (21.09.2016) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be completed by registration without a certificate signed by Cozumel Estates Limited (incorporated in British Virgin Islands) care of Arena Racing Company, 3rd Floor Millbank Tower, 21-24 Millbank, London, SW1P 4QP or its conveyancers that the

B: Proprietorship Register continued

provisions of an Initial Collaboration Agreement dated 8 September 2016 made between (1) Shepway District Council (2) Cozumel Estates Limited and (3) Investors in Private Capital Limited have been complied with or that they do not apply to this disposition.

C: Charges Register

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

- 1 (21.01.2004) The land is subject to the following rights reserved by a Conveyance of the land tinted pink on the title plan and other land dated 11 October 1951 made between (1) Edward Geoffrey Stanley Champneys and (2) Hugh Phipps Hornby Champneys :-

"The right of the President of the Air Council and his successors in title to construct inspect maintain and use a twelve inch water course culvert or pipe line at a depth of not less than eighteen inches below the level of the surface in through under and upon part of the lands hereby conveyed along the blue dotted line shown on the said plan for the purpose of carrying off and discharging at the point marked "A" on the plan surface water (but not sewage or any other harmful noxious unpleasant poisonous or odorous substance or liquid) from the adjacent premises of the President or his successors in title
.....

All public and other rights easements or privileges (if any) to which the property may now be subject."

NOTE: The blue dotted line shown on the Conveyance plan has been reproduced on the title plan so far as it affects the land in this title. The point marked A has been lettered A on the title plan.

- 2 (21.01.2004) The land is subject to the following rights reserved by a Conveyance of the land tinted blue on the title plan and other land dated 19 March 1956 made between (1) The Minister of Transport and Civil Aviation (Vendor) and (2) Hugh Phipps Hornby Champneys (Purchaser):-

"EXCEPT AND RESERVING unto the Vendor in fee simple out of this Conveyance for the benefit of the adjoining or neighbouring land of the Vendor forming the remainder of the said Lympne Airport (a) all drains ways passages rights watercourses liberties privileges and advantages now used and enjoyed therewith (b) the site of the roadway known as Otterpool Lane shown coloured brown on the plan annexed hereto to the intent that no rights thereover or thereunder shall be deemed to be granted or implied in favour of the Purchaser by reason of this Conveyance."

End of register