



Title register for:

Cheriton Parc, Cheriton High Street, Folkestone, CT18 8AN (Freehold)

Title number: K859184

Accessed on 17 February 2024 at 16:41:13

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Register summary

Title number K859184

Registered owners Acromas Insurance Company Limited
57-63, Line Wall Road, Gibraltar
Saga Building, Enbrook Park, Folkestone, Kent CT20
3SE

Last sold for No price recorded

A: Property Register

This register describes the land and estates comprised in this title.

Entry number **Entry date**

1 1987-05-05 KENT : FOLKESTONE AND HYTHE

		The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Administration Building, Cheriton Parc, Newington, Folkestone.
2		The land tinted green on the filed plan is excluded.
3	2004-09-06	The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of land lying to the west of the land in this title dated 24 May 2004 made between (1) The Channel Tunnel Group Limited and (2) GSE Cheriton Parc Limited. NOTE: Copy filed under K871594.
4	2006-12-12	The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer dated 10 May 2006 made between (1) The Channel Tunnel Group Limited and Eurotunnel Developments Limited and (2) GSE Cheriton Parc Limited. NOTE: Copy filed under K909423

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Class of Title: Title absolute

Entry number	Entry date	
1	2009-03-03	PROPRIETOR: ACROMAS INSURANCE COMPANY LIMITED (incorporated in Gibraltar) of 57-63, Line Wall Road, Gibraltar and of Saga Building, Enbrook Park, Folkestone, Kent CT20 3SE.

2	2009-03-03	The price stated to have been paid on 17 December 2008 for the land in this title and in title K670217 was £3,525,000 plus VAT.
3	2009-03-03	The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
4	2022-09-22	RESTRICTION: After 31 January 2023 no disposition within section 27(2)(a), (b)(i) or (f) of the Land Registration Act 2002 is to be completed by registration unless one of the provisions in paragraph 3(2)(a)-(f) of Schedule 4A to that Act applies.

C: Charges Register

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

Class of Title: Title absolute

Entry number	Entry date	
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1		<p>The parts of the land affected thereby are subject to the rights granted by a Deed dated 31 January 1990 made between (1) Eurotunnel Developments Limited and (2) The South Eastern Electricity Board.</p> <p>The said Deed also contains covenants by the Grantor.</p> <p>NOTE: Copy filed under K626187.</p>
2	1994-01-14	The parts of the land affected thereby are subject to the following rights granted by a Deed dated 4 January 1994 made between (1) Eurotunnel Developments Limited (Grantor) and (2) British

Gas PLC:-

"The Grantor as beneficial owner (and to the intent that the easements and rights hereby granted shall be appurtenant to British Gas' undertaking and each and every part thereof) HEREBY GRANTS unto British Gas the following easements and rights:

(i) to lay construct inspect maintain protect use replace remove or render unusable a pipeline for the transmission (to the said land only) 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 in upon and over a strip of land SIX METRES in width coloured pink for identification purposes only on the plan annexed hereto (hereinafter called "the said strip of land")

(ii) to install gas pressure regulating and recording equipment housed in a kiosk measuring approximately THREE metres by TWO POINT FIVE metres and all necessary apparatus ancillary thereto (hereinafter called "the gas recorder kiosk") in the position indicated and shown edged in red on the plan annexed hereto and thereafter to use inspect maintain protect repair alter and renew the same

ALL WHICH said pipeline gas governor and apparatus ancillary thereto are hereinafter called "the said works"

(iii) 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 purpose of access to the said strip of land and to the said works at all reasonable times and in an emergency at any time whether or not

with workmen vehicles machinery and apparatus

(iv) the right of support for the said works from the subjacent and adjacent land and soil including minerals of the Grantor

TO HOLD the same unto British Gas in fee simple PROVIDED ALWAYS THAT the rights contained in clauses 3(i) and (iii) above are not exclusive and are granted to British Gas in common with all others now or hereafter similarly entitled thereto and without prejudice to the generality of the foregoing nothing in the deed shall prevent the Grantor from installing other conducting media in upon or over the said strip of land."

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

"THE Grantor (to the intent and so as to bind the said land any land of the Grantor adjoining thereto and every part thereof (where hereinafter provided) into whosoever hands the same may come and to benefit and protect the easements and rights hereby granted) HEREBY COVENANTS with British Gas (but not so as to render the Grantor liable for any breach of covenant after the Grantor has ceased to have any interest in the relevant portion of the Grantors land) as follows:-

5.1 Not to do or cause or permit to be done on the said land or any land of the Grantor adjoining thereto anything calculated or likely to cause damage or injury to the said works and to take all reasonable precautions to prevent such damage or injury

5.2 Not without the prior consent in writing of British Gas (such consent not to be unreasonably withheld) to make or cause or permit to be made any material alteration to or any deposit of any

thing 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 or 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

5.3 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 ALWAYS that nothing in this deed shall prevent the Grantor from metalling and paving the surface of any road or footpath now or hereafter to be laid upon or over the said strip of land

AND PROVIDED FURTHER that nothing in this Deed 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: The strip of land coloured pink referred to is tinted pink on the filed plan and the gas recorder kiosk edged in red referred to is edged and numbered 1 in yellow on the filed plan.

"TOGETHER with the rights and liberties set out in the First Schedule hereto such of those rights and liberties as relate to electric lines being held by Seaboard as appurtenant to its undertaking.

THE FIRST SCHEDULE

(Rights Granted)

(a) Full right and liberty for Seaboard and all persons authorised by it and with or without vehicles to pass and repass at all times and for all purposes connected with the use of the pink land and the exercise of the rights herein granted over and along the brown land the blue land and the Estate Roads and Footpaths or such substituted areas affording access as may be from time to time designated in writing by the Vendor and suitable for Seaboard's purposes as aforesaid

(b) Full right and liberty for Seaboard to open gates or doors installed in the northern boundary of the pink land outwards over the brown land and the blue land

(c) Full right and liberty for Seaboard 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 under the brown land and the yellow land including (but not so as to limit the generality of the foregoing grant) through the ducts therefor 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

(d) Full right and liberty to take in and expel air from the Building through the means of ventilation

therefor

(e) Full right and liberty to discharge surface water from the Building onto the Vendor's adjoining land

(f) Full right of support and protection for the Building from the adjoining land and (if any) buildings thereon and to project the eaves of the Building thereover

(g) Full right and liberty for Seaboard and all persons authorised by it to enter so far as may be necessary the Vendor's adjoining land and (if any) buildings thereon for the purpose of inspecting maintaining and repairing the Building and the boundaries of the pink land."

The said Transfer also contains the following covenant by the Vendor.

"THE Vendor hereby covenants with Seaboard as set out in the Third Schedule hereto but not so as to render Eurotunnel Developments Limited liable for any breach of covenant after it has ceased to have any interest in the relevant portion of the land.

THE THIRD SCHEDULE

(Covenants by the Vendor)

First Part

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Second Part

The covenants in this part of this Schedule are entered into with 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 Title 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 Seaboard

(a) Not to do or knowingly 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 the exercise of the rights and liberties hereby granted or the said ducts

(b) 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 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 or access to each end of the said 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 paragraph (a) of the Second Schedule hereto) nothing in this present covenant contained shall prevent the laying and/or re-laying (as the case may be) of appropriate surfaces on any part of the brown land and/or the yellow land which 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 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

Third Part

The covenants in this part of this Schedule are entered into with the intent and so as to bind the parts of the land in the above Title affected thereby into whosoever hands the same may come and to benefit and protect the pink land and/or the Building

(a) Not to interfere with or obstruct not permit or suffer any interference with or obstruction of the free flow of air through the means of ventilation of the Building

(b) Not to do or permit or suffer to be done anything which will interfere with or reduce the right of support and protection for the Building."

NOTE: The brown land referred to is tinted brown on the filed plan. The pink land referred to comprises the land edged and numbered K740431 in green on the filed plan. The land coloured yellow and the land coloured blue referred to are hatched yellow and edged blue respectively on the filed plan so far as they affect the land in this title.

4	2012-08-31	The land is subject to the lease set out in the schedule of leases hereto.
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5		Registration Date : 31.08.2012 Property Description : land forming part of Cheriton Parc Date of Lease : 30.07.2012 Term : 20 years from and including 30/07/2012 Lessee's Title : TT6925 NOTE: The Lease comprises also other land
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