

Title Number : BK334192

This title is dealt with by HM Land Registry, Gloucester 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 25 MAR 2018 at 21:36:38 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	: BK334192
Address of Property	: Land lying to the south of High Street, Bracknell
Price Stated	: £1
Registered Owner(s)	: BRACKNELL GENERAL PARTNER LIMITED (incorporated in Jersey) of PO Box 490, 40 Esplanade, St Helier, Jersey, JE4 9WB and of 31 Gresham Street, London EC2V 7QA.
Lender(s)	: None

Title number BK334192

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 25 MAR 2018 at 21:36:38. 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.

BRACKNELL FOREST

1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land lying to the south of High Street, Bracknell.

2 The land has the benefit of the following rights reserved by the Transfer dated 29 September 1981 referred to in the Charges Register:-

"EXCEPT AND RESERVING unto the Vendor and all persons authorised by it the rights mentioned in the Second Schedule hereto.

THE SECOND SCHEDULE above referred to

Rights hereby reserved

(A) a right of way on foot and with vehicles over and along the egress road and tunnel at ground floor level to a maximum height of 5 metres through and under the property shown hatched dark brown on the said drawing between the said service yard and The Ring the Vendor contributing a fair proportion towards the cost of maintaining repairing and cleaning the surface of both such egress road and tunnel.

(B) a right of way on foot only over and along the area at street level within the North side of the property shown cross-hatched purple on the said drawing until the same shall have been adopted by the highway authority and become maintainable at the public expense.

(C) a right of way on foot only (i) over the paved area at the current first floor level and over the stairway leading therefrom to High Street at street level as shown cross-hatched purple on the said drawing for the purpose of passage to and from the land and premises presently under construction to the North side of and abutting on the property shown edged green on the said drawing and (ii) over the area at first floor level shown cross-hatched blue on the said drawing within the West side of the property for the purpose of passage to and from the footbridge to Multi-story Car park Number 4 on the West side of The Ring and to and from any premises capable of using such access at any time within eighty years from the date hereof standing on the land (or part of the land) shown edged orange on the said drawing PROVIDED THAT on six months previous written notice to the Vendor given at any time the Purchaser may reduce the width of the right of way hereby granted over the said land shown cross-hatched blue on the said drawing in order to extend or amend any part of the property subject however to there being sufficient width remaining for reasonably beneficial use of the right hereby reserved and the Vendor shall at the expense of the Purchaser enter into such Deed as the Purchaser shall reasonably require in order to put into effect the reduction in the area over which the right of way hereby reserved may be exercised.

(D) the right on at least six months previous notice in writing the Purchaser together with plans indicating the precise extent of the works to be carried out by the Vendor in this connection for the Vendor to make a suitable entrance by removing the existing non-structural panels in the southern wall of the part of the property at the current first floor level thereof lying between the points marked X and Y on the said drawing (one being 690 and the other 717 centimetres long and both being 337" centimetres high) so as to enable any such premises

A: Property Register continued

capable of using such access on the land shown edged orange on the said drawing to exercise such right the Vendor carrying out such works and making good all damage thereby caused to the satisfaction of the Purchaser and indemnifying the Purchaser by appropriate insurance or otherwise at the Vendor's expense against all losses costs claims or demands arising out of such works.

(E) the right to retain in situ and a right of support by and over the property for the pedestrian bridge over the Ring between the property and the Multi-storey Car Park Number 4 on the West side of The Ring the whole of the said pedestrian bridge remaining in the possession and ownership of the Vendor.

(F) a right to the free and uninterrupted passage of soil and water gas electricity and other services from and to other existing buildings of the Vendor and its lessees and tenants adjoining or near the property through the sewers drains pipes and cables which are now in or under the part of the property shown hatched brown on the said drawing the Vendor contributing a fair proportion of the cost of maintaining such sewers drains pipes and cables."

- 3 (14.12.1995) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 23 November 1995 referred to in the Charges Register.
- 4 (14.12.1995) The Transfer dated 23 November 1995 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 (14.02.2018) PROPRIETOR: BRACKNELL GENERAL PARTNER LIMITED (incorporated in Jersey) of PO Box 490, 40 Esplanade, St Helier, Jersey, JE4 9WB and of 31 Gresham Street, London EC2V 7QA.
- 2 (14.02.2018) The price stated to have been paid on 12 February 2018 was £1.
- 3 (14.02.2018) 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.

C: Charges Register

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

- 1 Such part of the land in this title as forms part of a roadway, accessway or footpath is subject to rights of way.
- 2 (14.12.1995) The land tinted blue on the filed plan is subject to rights of way.
- 3 (14.12.1995) A Conveyance of the land tinted pink on the filed plan dated 15 May 1907 made between (1) Alfred James (Vendor) and (2) George Walter William James Pike (Purchaser) contains the following covenants:-

"AND the Purchaser hereby covenants with the Vendor that he the Purchaser and all persons deriving title under him will henceforth observe and perform and comply with the covenants and stipulations contained in the first Schedule hereto so far as the same relate either to the rights or to the duties of the Purchaser or of any person deriving title under him in respect of the land hereby conveyed and

C: Charges Register continued

that nothing shall ever be erected fixed placed or done upon the land hereby conveyed in breach or violation of or contrary to the fair meaning of the said stipulations but this covenant is not to be held personally binding upon the Purchaser or any other person or persons except in respect of breaches committed or continued during his her or their joint seisin of the land in respect of which such breaches shall have been committed

.....
..

THE FIRST SCHEDULE above referred to

A Building Line of Ten feet back from the Rochdale Road shall be observed.

The Purchaser shall for ever maintain a good and sufficient fence on the South side of the said piece or parcel of land marked T on the said plan

The Purchaser shall not erect or suffer to be erected on the said piece or parcel of land any building which shall be intended to be used as or for the purpose of an hotel tavern public house or beer house for the sale of wines spirits ale stout or any other malt or exciseable liquor nor use or suffer to be used any building which shall be erected on the said piece of land for any such purpose.

The Purchaser shall maintain and keep in good repair so much of the said road called Rochdale Road as abuts on the said piece of land to the centre of such road until the said road shall be taken over or become repairable by some public authority."

NOTE: Rochdale Road is a former roadway.

- 4 The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land adjoining the western boundary of the land in this title dated 29 September 1981 made between (1) Bracknell Development Corporation (Vendor) and (2) Alliance Assurance Company Limited (Purchaser):-

"TOGETHER WITH in fee simple as appurtenant to the same the rights specified in the First Schedule hereto.

THE FIRST SCHEDULE above referred to

Rights hereby transferred

(a) a right of overhang for both the canopy on the East side of Bentalls and for the extension at first floor level having a projection of 77 Centimetres a width of 1528 centimetres and a height of 454 centimetres and being at the western end 636" centimetres and at the eastern end 589" centimetres above the ground on the South side of the property as the same are shown respectively coloured blue and purple on the said drawing (being part of the land comprised respectively in Title numbers BK101298 and BK173026) and

(b) a right of way in common with all others having the like right for the Purchaser its contractors agents suppliers servants and all others authorised by it to pass and regress to from the property at all times and for all purposes with or without vehicles over and along the service yard shown coloured brown and edged dark brown and the existing access road leading thereto also shown coloured brown on the said drawing subject however to:-

(i) the Purchaser contributing a fair proportion towards the cost of maintenance repair and cleaning of the said service yard and access road.

(ii) the right for the Vendor on one occasion only at any time within a period of eighty years from the date hereof to deliver a notice to the Purchaser declaring and warranting that the land coloured yellow on the said drawing is capable (both in respect of standards of construction and commodiousness of use) of being used for the purpose

C: Charges Register continued

of the said existing access road ON AND AFTER which occasion the right of way hereinbefore granted shall lie over the said land coloured yellow in substitution for the said land coloured brown.

(iii) any regulations or requirements affecting the said service yard and access road under any order that may be made by Berkshire County Council under section 37 of the Local Government (Miscellaneous Provisions) Act 1976."

NOTE: Original filed under BK190840.

- 5 The land is subject to the following rights granted by a Transfer of land adjoining the northern and eastern boundary of the land in this title dated 20 October 1981 made between (1) Bracknell Development Corporation and (2) CIN Properties Limited:-

"THE Corporation hereby grants unto the Purchaser and its successors in title and the lessees and occupiers for the time being of the Property and their contractors agents suppliers servants and all others authorised by them in common with all others having the like right

(a) a right to pass and repass to and from the Property at all times until adopted by the Highway Authority and for all purposes connected with the use thereof with or without vehicles over and along the service yards coloured brown on the plan annexed hereto and thereon marked A and B subject to

(i) the Purchaser and its successors in title contributing a fair proportion according to user to be assessed by the Corporation or the owner or owners for the time being of the said service yards of the cost of the upkeep cleansing maintenance repair and lighting of the same

and

(ii) the right of the Corporation or the owner or owners for the time being thereon to vary the access to the service yard marked A on the said plan on giving to the Purchaser notice in writing that the land hatched brown on the plan annexed hereto is capable of being used for the purpose of the right of way hereinbefore granted and thenceforth such right of way shall be read and construed as being granted over the land hatched brown in place of that shown cross hatched brown and leading from the southern end of the said service yard marked A on the plan annexed hereto

(b) the free and uninterrupted passage of water and soil from and to the Property through such of the sewers drains conduits gutters watercourses and pipes which are now in or under other buildings and land of the Corporation and adjoining or near to the Property

(c) free right and liberty to enter on the said adjoining or neighbouring land and buildings of the Corporation after giving the Corporation or the occupier thereof reasonable notice in writing of its intention to do so to lay maintain replace or relay electricity wires cables or conduits Post Office cables gas and water mains sewers drains and other services to serve the property the Purchaser or the persons exercising this right carrying out the work without any unnecessary delay and to the reasonable satisfaction of the Corporation and doing as little damage as possible to land or buildings so entered but nevertheless making good all the damage occasioned thereby.

NOTE: Copy plan filed under BK190873.

- 6 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 16 April 1984 made between (1) Commission for the New Towns (Grantor) (2) Midland Bank Trust Company Limited (Lessee) and (3) British Gas Corporation (Corporation):-

"The Grantor as BENEFICIAL OWNER with the consent of the Lessee hereby grants unto the Corporation and their assigns in fee simple ALL THOSE easements privileges rights and liberties particulars whereof are specified in the Schedule hereto

C: Charges Register continued

THE SCHEDULE ABOVE REFERRED TO

ALL THOSE easements privileges rights and liberties of laying a main or pipe for carrying gas or for carrying any oil or other materials required by the Corporation for the manufacture of gas or arising therefrom together with all necessary ancillary equipment including markers manholes valves and governors in accordance with the Gas Act 1972 in land contained in Title Nos. BK195134 and BK101298 in the approximate position indicated by a red line drawn on Plan No: 4455 attached hereto AND OF using inspecting maintaining repairing altering renewing or 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 and in an emergency at any time."

The said Deed also contains the following covenant:-

"THE Grantor and the Lessee 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 or the Lessee personally liable in damages for each breach of covenant committed after it shall have parted with their respective interests in the said land hereby covenants with the Corporation as follows:-

(a) Where such main runs under the service yard of the Grantor 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's 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."

NOTE: The red line referred to is shown by a blue broken line on the filed plan.

7 A Deed dated 11 November 1985 made between (1) Commission for New Towns (Grantor) (2) Midland Bank Trust Company Limited (Lessee) and (3) British Gas Corporation (Corporation) contains the following covenants:-

"THE Grantor and the Lessee 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 granteld but not so as to render the Grantor or the Lessee personally 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 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 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."

NOTE: The said land referred to above is the land comprised in title

C: Charges Register continued

BK300175 and the said main referred to is shown by a brown broken line on the filed plan. The land in this title falls within 10 feet of the said main.

- 8 The land is subject to the rights granted by a Transfer of land adjoining the southern boundary of the land in this title dated 11 November 1985 made between (1) Commission for the New Towns and (2) Midland Bank Trust Company Limited.

NOTE: Filed under BK237506.

- 9 (14.12.1995) A Transfer of the land in this title dated 23 November 1995 made between (1) Commission for the New Towns (Commission) and (2) Bracknell Forest Borough Council (Purchaser) contains restrictive covenants and reserves rights.

NOTE: Original filed.

- 10 (14.12.1995) The Transfer dated 23 November 1995 referred to above contains a right of re-entry in the circumstances therein mentioned and contains provisions relating thereto.

- 11 (08.04.2011) By a Deed dated 30 March 2011 made between (1) Homes and Communities Agency (2) Bracknell Forest Borough Council and (3) Bracknell Regeneration Limited Partnership (Acting by its general partner Bracknell General Partner Limited) the provision relating to the payment of additional moneys contained in the Transfer dated 23 November 1995 and Deed dated 23 November 1995 was released.

NOTE: Copy filed under BK286851.

- 12 A Deed of Covenant dated 23 November 1995 made between (1) Commission for the New Towns and (2) Bracknell Forest Borough Council supplemental to the Transfer dated 23 November 1995 referred to above contains provisions for the release of the covenant therein contained and the extinguishment of the rights of re-entry referred to above in the events and subject to the terms and provisions therein contained.

NOTE: Original filed.

- 13 (14.10.2011) Deed of release of clawback dated 30 March 2011 made between (1) Homes and Communities Agency (2) Bracknell Forest Borough Council and (3) Bracknell Regeneration Limited Partnership (acting by its general partner Bracknell General Partner Limited) made supplemental to the Transfer dated 23 November 1995 referred to above upon the terms therein mentioned.

-Note Copy filed under BK331744.

End of register