

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 30 JAN 2020 AT 09:48:26. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, PETERBOROUGH OFFICE.

TITLE NUMBER: BD208870

There is no application or official search pending against this title.

## A: Property Register

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

CENTRAL BEDFORDSHIRE

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Model Farm, Briggington, Leighton Buzzard (LU7 9NY).
- 2 The land edged yellow on the title plan has the benefit of the following rights granted by a Conveyance thereof and other land dated 15 June 1979 made between (1) Noona Aimee Westrope (Vendor) and (2) The County Council of Bedfordshire (Council):-

"TOGETHER WITH the right for the Council (in common with the Vendor and all other persons entitled to the like right) at all times to pass and repass with or without vehicles over and along the access road shown coloured yellow on the said plan subject to the Council and its successors in title paying a fair and reasonable proportion according to user (such proportion to be determined by the Vendor or her surveyors) towards the costs and expenses of maintenance and repair of the said access road TOGETHER ALSO with the right for the Council within the period of eighty years from the date hereof to lay and thereafter to maintain and repair a watermain under the said access road coloured yellow Provided that the Council or other the person or persons exercising such right shall cause as little damage as possible to the said access road and shall make good any damage thereby occasioned to the reasonable satisfaction of the Vendor or her successors in title."

*NOTE: Copy filed under BD75877.*

- 3 (30.04.1999) The land has the benefit of the following rights granted by the Transfer dated 31 March 1999 referred to in the Charges Register:-

"Together with the rights set out in Schedule 1

### Schedule 1

#### Rights Granted to the Transferee

- 1 The right to the free and uninterrupted passage and running of water electricity soil gas telecommunications and other services through any Service Media now laid or constructed or hereafter to be laid or constructed in under or over any part or parts of the Retained Land the Transferee contributing a proportionate part according to user of the cost of maintenance repair and replacement of the same
- 2 The right of subjacent and lateral support and protection for the benefit of the Property from the Retained Land
- 3 The right to enter onto the Retained Land with or without workmen equipment scaffolding materials and specialist services at all reasonable times following service of reasonable notice in writing (save in emergency) for the purpose of repairing cleansing emptying

## A: Property Register continued

replacing or maintaining the property or any Service Media now laid or constructed or hereafter to be laid or constructed in on or under the Retained Land and the right to connect to any Service Media now laid or constructed or hereafter to be laid or constructed as aforesaid and the right to construct new Service Media in connection with or for the accommodation of the Property subject to obtaining the County Council's prior written consent to any proposed connection and the proposed route of any new Service Media and the capacity thereof such consent not to be unreasonably withheld or delayed"

- 4 (30.04.1999) The Transfer dated 31 March 1999 referred to above contains the following provision:-

"It is hereby agreed and declared as follows:

(a) Where the context so admits words importing one gender include all other genders and words importing the singular include the plural and vice versa

(b) The Transferee and its successors in title shall not by virtue of the Transfer acquire any right of light or air which would prejudice the free use and enjoyment of the Retained Land or any part thereof for building or for any other purpose but otherwise the County Council and the Transferee will each have the rights over the land of the other which they would have had if the Property and the Retained Land had been transferred on the same date by simultaneous transfers to separate buyers, but without obligation upon either party to define the same

(c) The perpetuity period for the first exercise of any rights granted reserved or excepted by this Deed which may arise at some uncertain date in the future shall be the period of eighty years from the date hereof (which period shall be the perpetuity period applicable hereto)

(d) Rights of entry may only be exercised (except in case of emergency) upon reasonable prior notice and at reasonable times during the day but may be exercised with or without vehicles workmen and equipment and whether by the party entitled thereto or by its servants or agents save that no rights may be exercisable within the curtilage of any dwelling or commercial unit without the express prior consent (not to be unreasonably withheld or delayed) of the owner and occupier for the time being thereof (except in case of emergency)

(e) The person or persons exercising the said rights shall cause as little damage as possible and shall without unreasonable delay make good any damage caused during the exercise of these rights

(f) With the object of giving the County Council a complete indemnity but not for any other purpose the Transferee covenants with the County Council from the date of this Transfer to observe and perform the covenants and conditions set out in or referred to in the Registers of the said Title Numbers so far as they relate to the Property and are capable of being enforced and any breach of them would or could expose the County Council to liability and to that extent to indemnify the County Council against all costs claims and demands in respect of any breach of them"

- 5 (04.10.2017) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

## 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 (30.04.1999) PROPRIETOR: A and I FRASER LIMITED (Co. Regn. No. 1093145) of Model Farm, Briggington, Leighton Buzzard, Bedfordshire LU7 9NY.  
2 (30.04.1999) RESTRICTION:-Except under an Order of the Registrar no

## B: Proprietorship Register continued

disposition or dealing by the proprietor of the land is to be registered without a written certificate of the solicitors acting for Bedfordshire County Council that the conditions contained in a Deed of Covenant dated 31 March 1999 made between (1) Bedfordshire County Council and (2) A and I Fraser Limited have been complied with.

## C: Charges Register

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

- 1 (30.04.1999) The land is subject to the following rights reserved by a Transfer of the land in this title and other land dated 31 March 1999 made between (1) Bedfordshire County Council and (2) A and I Fraser Limited:-

"except and reserving the rights set out in Schedule 2

### Schedule 2

#### Rights Reserved to the County Council

1 All easements and quasi easements and other rights in the nature of easements now used or enjoyed over the Property which would be implied by statute or by reason of severance if the Property and the Retained Land had been in separate ownership

2 The right to the free and uninterrupted passage and running of water electricity soil gas telecommunications and other services through any Service Media now laid or constructed or hereafter to be laid or constructed in under or over any part or parts of the Property

3 The right of subjacent and lateral support and protection for the benefit of the Retained Land from the Property

4 The right for the County Council and the owners of the Retained Land and its or their tenants with or without workmen equipment scaffolding materials and specialist services at all reasonable times following service of reasonable notice in writing (save in emergency) and subject to the County Council paying reasonable compensation for the loss of any crops then growing upon the Property damaged or lost by reason of the exercise of this right to enter on the Property for the purpose of repairing cleansing emptying replacing or maintaining the Retained Land or any Service Media now laid or constructed or hereafter to be laid or constructed in on or under the Property and the right to connect to any Service Media now laid or constructed or hereafter to be laid or constructed as aforesaid and the right to construct new Service Media in connection with or for the accommodation of the Retained Land

5 The benefit of all restrictive covenants subsisting or capable of subsisting which benefit the Property"

NOTE: The Property referred to includes the land in this title. The Retained Land referred to lies to the east and south of the land in this title. The Service Media means sewers drains watercourses gutters pipes wires cables and any other conducting media used to supply and provide water gas electricity telecommunications or other services.

- 2 (30.04.1999) Vendor's lien arising from Deed of Covenant dated 31 March 1999 made between (1) Bedfordshire County Council and (2) A and I Fraser Limited in the terms therein mentioned.

*NOTE: Original filed.*

- 3 (30.04.1999) By a Deed of Charge dated 31 March 1999 in favour of (1) A and I Fraser Limited and (2) Bedfordshire County Council the land is charged in equity as security for the moneys therein mentioned.

*NOTE: Copy filed.*

- 4 (30.04.1999) REGISTERED CHARGE dated 31 March 1999 to secure the moneys

## C: Charges Register continued

including the further advances therein mentioned.

5 (16.04.2018) Proprietor: BARCLAYS SECURITY TRUSTEE LIMITED (Co. Regn. No. 10825314) of P.O. Box 16276, One Snowhill, Snowhill Queensway, Birmingham B2 2XE.

6 (30.04.1999) A Deed dated 31 March 1999 made between (1) Bedfordshire County Council (2) Barclays Bank Plc and (3) A & I Fraser Limited relates to priorities as between the Equitable Charge dated 31 March 1999 in favour of Bedfordshire County Council and the charge 31 March 1999 in favour of Barclays Bank PLC referred to above as therein mentioned.

7 (30.04.1999) Deed dated 31 March 1999 made between (1) Bedfordshire County Council and (2) Barclays Bank Plc supplemental to the Charge dated 31 March 1999 referred to above.

8 (19.05.2008) The land is subject to the rights granted a Transfer of the land edged blue on the title plan dated 16 May 2008 made between (1) A & I Fraser Limited and (2) Shirley Ann Miller.

*NOTE: Copy filed under BD263357.*

9 (04.10.2017) Terms of Charge dated 31 March 1999 in favour of Bedfordshire County Council referred to above altered by a Deed dated 27 September 2017 made between (1) A & I Fraser Limited and (2) Bedfordshire County Council.

End of register