

Title Number : ESX312776

This title is dealt with by HM Land Registry, Coventry 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 23 AUG 2020 at 23:50:51 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	: ESX312776
Address of Property	: Land and Buildings at Broomgrove Road, Hastings
Price Stated	: £472,910
Registered Owner(s)	: HASTINGS AND BEXHILL RENAISSANCE LIMITED (Co. Regn. No. 5121502) of Floor 5, Queensbury House, Havelock Road, Hastings TN34 1BP.
Lender(s)	: None

Title number ESX312776

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 23 AUG 2020 at 23:50:51. 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.

EAST SUSSEX : HASTINGS

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land and Buildings at Broomgrove Road, Hastings.

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

- 2 The land edged and numbered 2 in blue has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance thereof and other land dated 15 April 1924 made between (1) The Broomgrove Brick Company Limited (Company) (2) Charles Frederick Ellis (3) Ann Wilson (4) Fredereick Willam Smart and Robert Charles Ades and (5) The Mayor Aldermen and Burgesses of the Borough of Hastings:-

(Purchasers)

"TOGETHER with full and free right and liberty for the Purchasers and their successors in title and their workmen and other persons authorised by them in common with the Company and all other persons who have or may hereafter have the like right at all times hereafter and for all purposes whatsoever with or without horses carts carriages waggons or other vehicles laden or unladen (and whether drawn or propelled by horse or by any other motive power) over and along the roadway known as Broomgrove Road delineated and coloured brown on the said plan

EXCEPT AND RESERVING unto the Company and to all other persons who have or may hereafter have the like right full and free right and liberty at all times hereafter by day or by night and for all purposes whatsoever with or without horses carts carriages waggons and other vehicles (whether drawn or propelled by horse or by other motive power) to go pass and repass along over and upon such portion of the said roadway known as Broomgrove Road as is coloured Pink in the said Plan."

NOTE: The roadway coloured brown and pink referred to is tinted brown and tinted blue respectively on the filed plan.

- 3 The land has the benefit of but is subject to the rights contained in the Transfer dated 9 March 1995 referred to in the Charges Register.
- 4 (18.08.2011) The land has the benefit of the rights reserved by but is subject to the rights granted by the Transfer dated 12 August 2011 referred to in the Charges Register.
- 5 (05.12.2011) The land has the benefit of the rights reserved by but is subject to the rights granted by the Transfer dated 13 October 2011 referred to in the Charges Register.
- 6 (26.05.2015) 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.

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 (11.02.2008) PROPRIETOR: HASTINGS AND BEXHILL RENAISSANCE LIMITED (Co. Regn. No. 5121502) of Floor 5, Queensbury House, Havelock Road, Hastings TN34 1BP.
- 2 (11.02.2008) The price stated to have been paid on 7 January 2008 was £472,910.
- 3 (11.02.2008) 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 A Conveyance of the land edged and numbered 1 in blue on the title plan and other land dated 23 May 1929 made between (1) The Official Trustee of Charity Lands (Official Trustee) (2) Arthur Davis Thorpe and others Governors of the Foundation known as Hastings Grammar School (Vendors) and (3) The Central Electricity Board (Board) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 The land edged and numbered 2 in blue on the title plan is subject to the following rights granted by a Conveyance of the land numbered 4 on the title plan and other land dated 24 December 1962 made between (1) Central Electricity Generating Board and (2) South Eastern Electricity Board (Purchaser):-

"TOGETHER with full right and liberty for the Purchaser and its successors in title and all persons authorised by it and with or without animals or vehicles to pass and repass at all times and for all purposes over and along the land coloured brown on the said plan TOGETHER with full right and liberty for the Purchaser and its successors in title to open outwards over the land coloured brown on the said plan any entrance gate or gates and the doors or other means of access to any distribution pillar street lighting control pillar or other chamber used in connection with the transforming switching or distribution of electricity and for the time being standing on or erected along any part or parts of the land hereby conveyed TOGETHER ALSO with full right and liberty for the Purchaser to lay down construct maintain and use and from time to time to repair remove renew alter inspect examine and test cables and appliances (including ducts for carrying such cables and appliances) for the transmission of electricity under the land coloured brown on the said plan the Purchaser making good all damage thereby caused to the reasonable satisfaction of the Vendor."

NOTE: The land coloured brown referred to is tinted mauve on the title plan.

- 3 The parts of the land affected thereby are subject for a term of 999 years (less 3 days) from 30 March 1990 to the following rights granted by the Lease of an Electricity Substation site dated 30 March 1990 made between (1) The Central Electricity Generating Board (Powergen Division) and (2) The South Eastern Electricity Board:-

"1.

2. The right to retain all lines and cables belonging to the Tenant (the approximate positions of which existing lines are shown coloured red on the Plan and of which existing cables are shown coloured yellow on the Plan or in either case notified in writing to the Landlord by

C: Charges Register continued

the Tenant within twelve months of the date hereof (time to be of the essence) and agreed upon by the Landlord) as are now or shall within the Perpetuity Period be installed in accordance with Paragraph 5 of Schedule 1 in over or through the Landlord's Property and the right for the Tenant and all persons authorised by it to use the same.

3. The right to the free passage and running of water soil electricity gas telephone and other communication media and other services now benefitting the Demised Premises through the drains pipes wires or other conduits (but excluding lines and cables) which are now or shall within the Perpetuity Period be laid in over or through the Landlord's Property

4. The right to use that part of the Earthing System situate within the Landlord's Property

5. Subject to the provisions of Clause 3.12 and (as appropriate) sub clause 3.7.1 the right to enter the Landlord's Property with or without workmen and equipment in order to

(a) inspect test maintain repair remove renew operate alter or replace the lines and cables referred to in Paragraph 2 of Schedule 1 (or otherwise installed in accordance with the terms of this Lease) and the drains pipes wires and other conduits referred to in paragraph 3 of schedule 1 and

(b) install (instead of any line and/or cable referred to in paragraph 2 of schedule 1) in the same location as such existing line and/or cable a new line and/or cable having a different nominal voltage or electrical capacity or capability from the one to be replaced and

(c) inspect maintain repair and alter the Demised premises and/or replace the buildings thereon or the Tenant's plant and equipment (but only to the extent that the requisite works cannot reasonably be carried out without access to the Landlord's Property) provided that this right shall only apply to those parts of the Landlord's Property as are from time to time unbuilt upon

6. All rights of light air support and shelter belonging to or enjoyed by the Demised Premises

7. Subject as herein provided the right to erect a sign board near each entrance to the Landlord's Property at which the Tenant from time to time gains access to the Demised Premises via the Landlord's Property from the public highway each such sign board to be of a size and in a location as the Landlord shall reasonably approve and insofar as adequate directional signs do not exist on relevant parts of the Landlord's Property the right to erect thereon such directional signs as the Tenant shall reasonably require in order to direct visitors to the Demised Premises such signs to be of a size or sizes and in locations as the Landlord shall reasonably approve."

The said Lease also contains the following covenants:-

"The Landlord hereby covenants with the Tenant:-

4.3.1 To ensure that no part of the building or other erection which may at any time hereafter be constructed or placed upon the Landlord's Property shall be so constructed or placed and no tree shrub or underwood which may at any time hereafter be planted upon the Landlord's Property shall be allowed to grow so as to be or come when falling within the relevant clearances contained in the Electricity Supply Industry Standard 43-8 overhead line clearances or such other regulations from time to time adopted or agree in lieu thereof ("the ESI Standard") of the Lines as shown on the Plan (if any) or notified to the Landlord as hereinafter provided when the same are at a maximum temperature and/or maximum swing

4.3.2 To ensure that the level of the ground comprised within the Landlord's Property will not in any manner whatsoever be raised above the level thereof existing on the date hereof so as to make the distance between the level of such ground and the nearest conductor (forming part of such Lines) at any point of any span less than the

C: Charges Register continued

relevant clearances contained in the ESI Standard or such other appropriate regulations agreed upon from time to time by the Parties hereto

4.3.3 To ensure that nothing shall be done or suffered to be done upon the land forming the site of the Cabales as shown on the Plan (if any) or notified to the Landlord as herein provided or upon the land within 3.05 metres from the centre of the route of each of the Cables which may in any way interfere with or damage the said Cables or interfere with or obstruct the Tenant's access thereto and without prejudice to the generality of the foregoing to ensure that no building or other erection shall hereafter be constructed and no tree or shrub shall hereafter be planted over or within 3.05 metres from the centre of the route of each of the Cables or in such a position that the foundations of the buildings or other erections will be within 3.05 metres from the centre of the route of each of the Cables

4.3.4 That the ground cover or the depth of soil over the Cables will not in any way be permanently altered and

4.3.5 That no excavations over the route of the said Cables will be carried out without first giving reasonable prior written notice to the Tenant and allowing a representative of the Tenant to attend

4.4 To ensure that no building or other erection shall hereafter be placed on the Landlord's Property within 3 metre of such security fencing or other enclosure as now exists on or within the Demised Premises Provided that where any roadway is at present within 3 metres of such security fencing or other enclosure as aforesaid the passage of persons and vehicles along such roadway shall not constitute a breach of this covenant."

NOTE: Copy plan filed under ESX207114.

- 4 A Transfer of land adjoining the Western boundary of the land in this title and the land numbered 3 in blue on the title plan dated 9 March 1995 made between (1) Powergen Plc and (2) Seeboard Plc contains restrictive covenants by the Vendor.

NOTE: Original filed under ESX206106.

- 5 (18.08.2011) A Transfer of land lying to the north of the land in this title dated 12 August 2011 made between (1) Hastings and Bexhill Renaissance Limited and (2) Bellway Homes Limited contains restrictive covenants by the vendor.

NOTE: Copy filed under ESX338442.

- 6 (05.12.2011) A Transfer of land lying to the south of the land in this title dated 13 October 2011 made between (1) Hastings And Bexhill Renaissance Limited and (2) Bellway Homes Limited contains restrictive covenants by the Vendor.

NOTE: Copy filed under ESX339681.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 23 May 1929 referred to in the Charges Register:-

"THE Board with the object and to the intent tht the covenant hereinafter contained shall bind the hereditaments hereby assured into whosoever hands the same shall come but not so as to render the Board personally liable after it shall have parted with all interest therein hereby covenants with the Vendors to observe and perform the stipulations set out in the Schedule hereto

THE SCHEDULE above referred to

1. The plans of all buildings proposed to be erected on the said plot of land other than an Electricity Grid Substation and works incidental

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Schedule of restrictive covenants continued

thereto shall prior to the commencement of such buildings be submitted to and approved in writing by the Vendors such approval not to be unreasonably or arbitrarily withheld.

2. The Board shall not carry on or permit to be carried on upon the said premises or any part thereof any noxious noisy offensive or dangerous trade business or occupation nor use the said premises or any part thereof for any purpose which may be an annoyance grievance damage or disturbance to the Vendors or their successors in title and assigns but this stipulation shall not prevent the board from using the said premises for the purpose of an Electricity Grid Substation.

End of register