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

TITLE NUMBER: DT6472

There is/are applications(s) pending against this title.

A: Property Register

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

BOURNEMOUTH, CHRISTCHURCH AND POOLE

- 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 Turlin Moor.
- 2 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.
- 3 The land edged and lettered A and B in red on the title plan added to the title on 23 September 1963.
- 4 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered DT13114 in green on the title plan dated 4 June 1965 made between (1) The Mayor Aldermen and Burgesses of The Borough of Poole (Corporation) and (2) The County Council of the Administrative County of Dorset (County Council):-

"EXCEPT AND RESERVING unto the Corporation and its successors in title the free passage and running of water and soil from the other lands of the Corporation adjoining or near to the land hereby transferred in and through the existing soil and surface water drains in or under the land hereby transferred together with the right to enter upon the said land (by arrangement with the County Council) for the purpose of repairing and maintaining the said drains the Corporation making good all damage thereby caused to the land hereby transferred.
- 5 The land has the benefit of the rights relating to a surface water sewer and rising main reserved by a Transfer of the land edged and numbered DT48695 in green on the filed plan and other land dated 6 December 1977 made between (1) The Council of The Borough of Poole (Borough Council) and (2) The County Council of Dorset.

NOTE: Filed under DT4890.

- 6 Unless otherwise stated below Transfers of the parts edged and numbered in green on the filed plan including and subsequent to DT55090 reserve rights of drainage passage of gas electricity and water ancillary rights of entry and also reserve right of light and air

NOTE 1: The Transfer dated 15 January 1981 of the part edged and numbered DT78068 in green on the filed plan did not reserve rights of passage of gas electricity and water and ancillary rights of entry

NOTE 2: The Transfers of the parts edged and numbered in green on the filed plan including and subsequent to DT87492 do not reserve the rights referred to above.

- 7 The land edged blue on the filed plan has the benefit of the following rights granted by a Deed dated 21 May 1979 made between (1) The County Council of Dorset (Grantor) and (2) The Council of the Borough of Poole (Grantee):-

"THE COUNTY COUNCIL OF DORSET of County Hall Dorchester Dorset

A: Property Register continued

(hereinafter called "the Grantor") as beneficial owner hereby grants unto THE COUNCIL OF THE BOROUGH OF POOLE of Civic Centre Poole Dorset (hereinafter called "the Grantee") full right and liberty for the Grantee and its successors in title the owners and occupiers for the time being of the land edged blue on the plan (hereinafter called "the said plan") attached hereto known as Numbers 42, 44, 46, 48, 50 and 52 Keyworth Road Turlin Moor Road aforesaid forming part of the land comprised in Title Number DT6472:

(1) to use in common with the Grantor its successors in title and all other persons having the like right the foul water drain coloured green on the said plan for the free passage and running of sewage water and soil from the said piece of land edged blue on the said plan and each of the properties erected thereon and thence into the public foul water sewer situate in Keyworth Road aforesaid but not for any other purpose whatsoever

(2) to use in common with the Grantor its successors in title and all other persons having the like right the surface water drain coloured mauve on the said plan for the free passage and running of surface water from the said piece of land edged blue on the said plan and each of the properties erected thereon and thence into the public surface water sewer situate in Keyworth Road aforesaid but not for any other purpose whatsoever

(3) for ever hereafter to repair and maintain the existing connections with the said foul water drain and surface water drain coloured green and mauve respectively on the said plan at its own expense making good all damage or disturbance which may be caused to the surface of the piece of land edged red on the said plan in carrying out such repairs or maintenance

(4) at any time hereafter upon giving previous reasonable written notice in writing to the Grantor to enter upon the land edged red on the said plan for the purpose of making cleansing repairing and maintaining the said foul water drain and surface water drain coloured green and mauve on the said plan at its own expense but not for any other purpose whatsoever the persons so entering making good all damage to the surface occasioned thereby."

NOTE: The land edged blue referred to is edged blue on the filed plan. The drains coloured green and mauve referred to are shown by a brown broken line and a blue broken line respectively on the filed plan. The land edged red referred to adjoins the western boundary of the land edged blue on the filed plan.

8 Where transfers of the parts edged and numbered in green on the title plan include parts of joint driveways rights of way are reserved thereover.

9 The Transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 took effect with the benefit and subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 of that Act.

10 The Transfers of the parts edged and numbered in green on the filed plan listed below reserve rights of support and protection.

DT60974	DT68750	DT71972	DT76364
DT62555	DT70390	DT72624	DT80784
DT63673	DT70714	DT74261	

11 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered DT109778 in green on the title plan dated 2 January 1984 made between (1) The Council of The Borough of Poole and (2) Dennis Stanley Meadowcroft and Janet Yvonne Elizabeth Morris:-

"EXCEPTING AND RESERVING unto the Council the right to keep and maintain in the garden at the side of the property a street lamp column together with full rights of entry upon the property for the purpose of inspecting repairing renewing maintaining the said lamp column and the electricity cables making good any damage occasioned by such entry."

A: Property Register continued

- 12 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered DT110376 in green on the title plan dated 23 January 1984 made between (1) The Council of The Borough of Poole and (2) Edwin Kenneth Rogers and Barbara Joan Rogers:-

"EXCEPTING AND RESERVING to the Council the right to keep and maintain in the Front garden of the property a street lamp column together with the full right of entry upon the property for the purpose of inspecting repairing renewing replacing and enlarging the said lamp column and the electricity cables making good any damage occasioned by such entry."

- 13 Where transfers of the parts edged and numbered in green on the title plan include parts of joint pathways rights of way on foot only are reserved thereover.

- 14 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered DT164129 in green on the title plan dated 31 October 1988 made between (1) The Council of the Borough of Poole (Council) and (2) Maureen Sheila Yates (Purchaser):-

"EXCEPT AND RESERVING unto the Council the right to keep and hereafter maintain in the garden of the property a street lamp column in the position more particularly shown on the said plan bound up herein Together with full right to enter upon the property for the purpose of inspecting repairing renewing maintaining cleaning and replacing the said lamp column and similarly the cables serving the same making good all damage occasioned thereby."

- 15 The land has the benefit of the following rights reserved by the Transfer dated 5 May 1992 referred to in the Charges Register:-

"Except and reserving unto the Council and its successors in title the rights and easements specified in the Second Schedule hereto

THE SECOND SCHEDULE before referred to
(Rights and easements reserved to the Council)

(a) The right at any time or times hereafter to erect or suffer to be erected any buildings or other erections and to alter any buildings or other erections now standing or hereafter to be erected on any part of the adjoining land of the Council and with all windows and openings for light and air and in such manner in all respects as the Council may think fit without any consent whatsoever on the part of the Purchaser being required or any right on the part of the Purchaser to claim compensation on the ground of any interference with the access of light or air to the property or otherwise and no windows or lights now existing or which may hereafter be placed in any such first mentioned buildings or the access of light and air thereto shall at any time hereafter be in any manner stopped obstructed or interfered with by the Purchaser

(b) The right on giving previous reasonable written notice to enter upon the property to make re-lay cleanse and maintain any culvert sewers pipes drains ditches wires and cables either on the property hereby transferred the person or persons so entering making good all damage to the surface occasioned thereby.

(c) The right to cleanse or alter any of the covenants and conditions that may have been or may hereafter be inserted in the Transfer Conveyance or Lease of any other part of the adjoining or neighbouring land of the Council."

- 16 The transfers of those parts edged and numbered in green on the title plan which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of that Act.

- 17 The land has the benefit of the following rights reserved by the Transfer dated 14 October 1994 referred to in the Charges Register:-

"(Rights and Easements reserved to the Council)

(a) The right at any time or times hereafter to erect or suffer or cause to be erected any buildings or other erections and to alter any

A: Property Register continued

buildings or other erections now standing or within the Perpetuity Period to be erected on any part or parts of the Adjoining Land together with all windows and openings for light and air and in such manner in all respects as the Council may think fit without any consent whatever on the part of the Transferee being required or any right on its part to claim compensation on the ground of any interference with the access of light or air to any buildings now erected or within the Perpetuity Period to be erected on the land or otherwise and no windows or lights now existing or which may hereafter be placed in any such first mentioned buildings or the access of light or air thereto at any time hereafter be in any manner stopped obstructed or interfered with by the Transferee

(b) The right without payment of connecting into and using the Conduits now constructed or within the Perpetuity Period to be constructed in over or under the land or any part or parts thereof and also the free passage and running of gas electricity water and soil to and from other parts of the Adjoining Land through the Conduits with power at any time upon giving previous reasonable notice to enter upon the land to connect lay cleanse maintain and renew the Conduits but making good all damage to the surface occasioned thereby

(c) The right of support of adjoining roads and footpaths with power at any time to enter the land for the purpose of maintaining repairing and remaking any embankment or cutting on the land so far as such embankment or cutting is necessary for the protection of the said adjoining roads and footpaths the person so entering making good any damage done to the land."

18 (23.03.2007) The tinted yellow on the filed plan is no longer of any significance and should be ignored since the entry in the Register which gave rise to this reference has been cancelled.

19 (14.05.2009) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered DT371795 in green dated 28 April 2009 made between (1) The Council of the Borough and County of the Town of Poole and (2) David Lawrence John Wells .

NOTE: Copy filed under DT371795.

20 (21.09.2010) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered DT381615 in green on the title plan dated 6 September 2010 made between (1) The Council of the Borough and County of the Town of Poole and (2) Mark John Scott Way.

NOTE: Copy filed under DT381615.

21 (19.02.2014) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered DT406080 on the title plan dated 27 January 2014 made between (1) The Council Of The Borough And County Of The Town Of Poole and (2) Nicola Louise Payne.

NOTE: Copy filed under DT406080.

22 (05.06.2018) The land has the benefit of any legal easements reserved by a Transfer dated 14 May 2018 made between (1) The Council of the Borough and County of the Town of Poole and (2) Lisa June Phillips and Carl Thomas Phillips but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under DT439350.

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 (06.06.2019) PROPRIETOR: BOURNEMOUTH, CHRISTCHURCH AND POOLE COUNCIL of Town Hall, Bourne Avenue, Bournemouth BH2 6DY.
- 2 A Transfer dated 19 December 1957 made between (1) The Right Honourable Ivor Grosvenor Viscount Wimborne and (2) The Mayor Aldermen and Burgesses of the Borough of Poole contains Purchasers' personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 19 December 1957 referred to in the Proprietorship Register:-

AND the Corporation hereby covenant with the Vendor that they the Corporation will at their own cost erect and forever thereafter maintain good and sufficient stock proof fences along all sides of the said land other than road frontages where the same abut on other lands belonging to the Vendor and where not already fenced.

C: Charges Register

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

- 1 A Transfer of the land edged and lettered A and B in red on the filed plan and other land dated 11 January 1961 made between (1) The Mayor Aldermen and Burgesses of the Borough of Poole and (2) Robert Wilson Adam, Charles Stanley Malcolm Chown and Christopher Ernest Upton contains restrictive covenants and reservations.

NOTE 1: A Transfer by way of Exchange dated 24 August 1963 of the land edged and lettered A and B in red on the filed plan made between (1) Robert Wilson Adam, Charles Stanley Malcolm Chown and Christopher Ernest Upton and (2) The Mayor Aldermen and Burgesses of the Borough of Poole contains an agreement and declaration that the said land should thenceforth be released and discharged from the reservations and the covenants and stipulations contained in the Transfer dated 11 January 1961 referred to above

NOTE 2: Filed under DT8384.

- 2 The land is subject to rights of drainage.
- 3 8 Egmont Road is subject to rights of support and protection in favour of 10 Egmont Road.
- 4 The driveway tinted brown on the filed plan is subject to rights of way.
- 5 42 and 46 Keyworth Road are subject to rights of support and protection in favour of 44 Keyworth Road.
- 6 The pathways hatched brown on the filed plan are subject to rights of way on foot only.
- 7 The garage accessways hatched mauve on the filed plan are subject to rights of way.
- 8 The land is subject to rights in respect of water and electricity supply services.
- 9 The parts of the land respectively affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to rights of support and protection enjoyed by the parts so edged and numbered in green.
- 10 The joint driveways are subject to rights of way.
- 11 The common footpaths are subject to rights of way on foot only.

C: Charges Register continued

- 12 The leases specified in the Schedule of Leases hereto which were made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed in paragraph 2 of Schedule of that Act.
- 13 The land is subject to rights of subjacent and lateral support, rights of way, free passage and running of water, gas or other piped fuel, sewage, smoke or fumes, the right to use and maintain cables or other installations for the supply of electricity telephone, visual or other wireless transmissions the right to use the refuse chute and the recreation or garden areas, rights of entry and other rights as are granted by the leases specified in the Schedule of Leases hereto.
- 14 The parts of the land respectively affected thereby which adjoin the land edged and numbered in green on the filed plan are subject to rights of entry for the purpose of repairing the roof and gutter of any adjoining garage erected on the parts so edged and numbered in green.
- 15 The garage forecourts and driveways are subject to rights of way.
- 16 Lease dated 18 February 1986 of an Electricity Sub-Station being the part numbered 3 on the filed plan to The Southern Electricity Board for 99 years from 1 June 1981.

NOTE 1: Lessee's Title registered under DT134964

NOTE 2: The Lease grants the following rights:-

"TOGETHER with full right and liberty for the Lessees and all persons authorised by them in common with the Lessors and all persons from time to time authorised by the Lessors to go pass and repass with or without vehicles at all times and for all purposes over and along the land coloured green and brown on the said plan TOGETHER ALSO with full right and liberty for the Lessees to lay use and maintain electric cables and lines and conduits or pipes for containing the same where necessary under across and over the land coloured green on the said plan and to break up the surface thereof as far as may be necessary from time to time for the purpose of laying relaying repairing maintaining and removing the said electric cables and lines and conduits or pipes doing as little damage as possible and restoring and making good the surface.

NOTE 3: The land coloured green referred to is hatched yellow on the filed plan and the land coloured brown referred to is tinted mauve and edged mauve on the filed plan.

- 17 Lease dated 20 May 1986 of an electricity sub-station site numbered 4 on the filed plan to The Southern Electricity Board for 99 years from 1 August 1982.

NOTE 1: Lessee's title registered under DT137162

NOTE 2: The Lease grants the following rights:-

"TOGETHER with full right and liberty for the Lessees and all persons authorised by them in common with the Lessors and all persons from time to time authorised by the Lessors to go pass and repass at all times and for all purposes over and along the land coloured brown on the said plan TOGETHER ALSO with the full right and liberty for the Lessees to lay use and maintain electric cables lines and conduits or pipes for containing the same where necessary under across and over the land coloured brown and green on the said plan and to break up the surface thereof as far as may be necessary from time to time for the purpose of laying relaying repairing maintaining and removing the said electric cables lines and conduits or pipes doing as little damage as possible and restoring and making good the surface."

NOTE 3: The land coloured brown and green referred to is tinted pink and hatched red respectively on the filed plan.

- 18 Lease dated 12 February 1987 of site of an electricity sub-station being part numbered 7 on the filed plan to The Southern Electricity Board for 99 years from 1 March 1985.

NOTE 1: Lessee's title registered under DT146852

C: Charges Register continued

NOTE 2: The lease grants the following rights

"TOGETHER with full right and liberty for the Lessees and all persons authorised by them in common with the Lessors and all persons from time to time authorised by the Lessors to go pass and repass at all times and for all purposes with or without vehicles and equipment over and along the land coloured brown on the said Drawing doing as little damage as possible and restoring and making good the surface TOGETHER ALSO with full right and liberty for the Lessees to lay use and maintain electric cables lines and conduits or pipes for containing the same where necessary under across and over the land coloured brown on the said Drawing and to break up the surface thereof as far as may be necessary from time to time for the purpose of laying relaying maintaining and removing the said electric cables and lines and conduits or pipes doing as little damage as possible and restoring and making good the surface."

NOTE 3: The land coloured brown referred to is numbered 6 on the filed plan.

- 19 Lease dated 12 February 1987 of the site of an electricity sub-station numbered 5 in blue on the filed plan to The Southern Electricity Board for 99 years from 1 March 1985.

NOTE 1: Lessee's title registered under DT146853

NOTE 2: The lease grants the following rights:-

"TOGETHER with full right and liberty for the Lessees and all persons authorised by them in common with the Lessors and all persons from time to time authorised by the Lessors to go pass and repass at all times and for all purposes with or without vehicles and equipment over and along the land coloured brown on the said Drawing doing as little damage as possible and restoring and making good the surface TOGETHER ALSO with full right and liberty for the Lessees to lay use and maintain electric cables lines and conduits or pipes for containing the same where necessary under across and over the land coloured brown on the said Drawing and to break up the surface thereof as far as may be necessary from time to time for the purpose of laying relaying repairing maintaining and removing the said electric cables and lines and conduits or pipes doing as little damage as possible and restoring and making good the surface."

NOTE 3: The land coloured brown referred to is numbered 8 in blue on the filed plan.

- 20 The land is subject to the following rights granted by a Transfer of the land edged and numbered DT196208 in green on the title plan dated 5 May 1992 made between (1) The Council of The Borough of Poole (Council) and (2) Broadway Park Housing Association Limited (Purchaser):-

"TOGETHER with a right of way at all times with or without vehicles for the purpose of obtaining access to and egress from the property over and along the accessways coloured blue on the said Plan annexed hereto subject to the Purchaser and its successors in title paying a proportionate part of the cost of repairing and maintaining the same according to user thereof such sum in the case of dispute to be determined by the Borough Housing Officer for the time being of the Council whose decision shall be final and binding upon all parties."

NOTE: The accessway coloured blue referred to is edged yellow on the filed plan.

- 21 The land is subject to the following rights granted by a Transfer of the land edged and numbered DT221029 in green on the title plan dated 14 October 1994 made between (1) The Council of the Borough of Poole (the Council) and (2) Raglan Housing Association Limited (the Transferee):-

"(Rights granted to the Transferee)

(a) The right without payment of connecting into and using all sewers

C: Charges Register continued

pipes drains ditches watercourses ("the Conduits") now constructed or within the period of eighty years from the date of this Transfer ("the Perpetuity Period") to be constructed in over or under the Adjoining Land or any part or parts thereof and also the free passage and running of gas electricity water and soil to and from the land and all parts of it through the Conduits with power at any time upon giving reasonable notice to enter upon such part or parts of the Adjoining Land to connect into make lay cleanse maintain and renew the Conduits but making good all damage to the surface occasioned thereby.

(b) The right at any time upon giving previous reasonable notice to enter upon such part or parts of the Adjoining Land to build renew or maintain structures or fences accessible only by means of such entry the person or persons exercising such right causing as little inconvenience and damage as possible and making good all damage caused thereby.

(c) The right of support from the Adjoining Land (and all buildings on it) for the land (and all buildings on it).

(d) A right of way at all times and for all purposes over the access way parking areas and pavements referred to in Clause (a) of the Fifth Schedule hereto pending adoption.

(e) The right in common with others having the like right paying a fair proportion from time to time of the cost of maintenance and upkeep to use the communal parking and share access areas referred to in Clause (b) of the Fifth Schedule hereto.

THE FIFTH SCHEDULE (Positive Covenants by the Council)

(b) To construct to a suitable standard the communal parking and shared access areas between Numbers 59 and 60 and 64 shown coloured green on the plan attached hereto.

NOTE: The land coloured green on the plan referred to adjoins the land edged and numbered DT221029 in green on the filed plan.

22 Lease dated 24 October 1994 of an Electricity Sub-station being the part numbered 23 in blue on the filed plan to Southern Electric PLC for 99 years from 25 March 1994.

NOTE 1: Lessee's title registered under DT222295

NOTE 2: The lease grants the following rights:-

"Full right and liberty for the Lessee and its servants to enter:-

1.1 the land shown tinted brown and brown hatched black on the Plan for the purpose of erecting and maintaining a sub station on the Premises and

2.1 the land shown tinted green on the Plan for the purpose of laying maintaining renewing and relating the Cables thereunder

and break up the surface of any land mentioned above so far as may be necessary from time to time for the purpose of laying maintaining renewing and relaying the Cables the Lessee doing as little damage as possible to the said land and making good any damage which may be caused

Full right and liberty to go pass and repass at all times and for all purposes connected with the Lessee's authorised use of the Premises over and along the said land coloured brown and brown hatched brown on the Plan."

NOTE 3: The lands coloured brown, coloured brown hatched black and coloured green referred to are edged and numbered 1 in brown, cross hatched blue and hatched blue respectively on the filed plan.

23 The land is subject to the following rights granted by a Deed dated 15 June 1995 made between (1) The Council of the Borough of Poole ('the

C: Charges Register continued

Council') and (2) Wessex Water Services Limited ('the Company'):-

"The Council of the Borough of Poole ('the Council') as beneficial owner of a strip of land six metres in width situate at Foreland Road, Turlin Moor, Hamworthy, Poole and being part of the land comprised in title number DT6472 ALL which said land is more particularly shown coloured yellow on the plan ('the plan') annexed hereto ('the servient tenement') grants to WESSEX WATER SERVICES LIMITED ('the Company') FULL RIGHT AND LIBERTY for the Company and its successors in title:-

(a) To have and enjoy the free passage of foul sewage by means of a foul sewer 150 millimetres in diameter the position of which beneath the surface is indicated by a brown line on the plan

('the works')

(b) At any time as and when necessary upon reasonable notice except in an emergency to inspect maintain repair alter cleanse or renew the works and to enter into and pass and repass over and along such parts of the servient tenement as are reasonably necessary for the exercise of such rights the Company making good any damage so occasioned to the servient tenement to the reasonable satisfaction of the Council TO HOLD the said rights and easements powers and privileges hereby granted unto the Company in fee simple."

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

"The Council to the intent that the burden of this covenant may run with the servient tenement and each and every part thereof and so as to bind (so far as practicable) the servient tenement into whosoever hands the same may come and every part thereof and to benefit and protect the dominant tenement described in Clause 6 below and each and every part thereof capable of being so benefited or protected but not so as to render the Council personally liable for any breach of covenant committed after it shall have parted with all interest in the servient tenement in respect of which such breach shall occur hereby covenants with the Company that it will not at any time hereafter build erect anything nor permit or suffer anything to be built or erected on the servient tenement or use or permit or knowingly suffer anything to be built or erected on the servient tenement or use or permit knowingly suffer anything thereon (including the encroachment of tree bush or hedge roots) which may obstruct or interfere with the free use of the works or interfere with the free passage of foul sewage through the same or otherwise impede hinder or interfere with the exercise of the said rights of the Company.

Clause 6. The Company is by virtue of an Instrument of Appointment made under the Water Act 1989 a 'sewerage undertaker' and the dominant tenement to which the rights hereby granted are appurtenant is the sewerage undertaking of the Company within its area."

NOTE: The land coloured yellow referred to is edged and numbered 2 in brown on the filed plan and the brown line referred to is shown by a mauve broken line on the filed plan.

24 (05.08.1997) The land is subject to the following rights granted by a Deed dated 18 July 1997 made between (1) The Council of the Borough and County of the Town of Poole and (2) James Antony John Webb and Christine Webb:-

"The Council grants to the Grantee the Right TO HOLD to the Grantee in fee simple with full title guarantee

5. THE RIGHT

The Right granted by clause 4 is the right set out in the Third Schedule

THIRD SCHEDULE

(THE RIGHT)

C: Charges Register continued

The right for the Grantee and all persons authorised by the Grantee at all times by day or by night to pass and repass with or without vehicles from the public highway known as Egmont Road Turlin Moor Hamworthy Poole aforesaid to or from the Dominant Land over and along the Servient Land for all purposes connected with the use and enjoyment of the Dominant Land for private residential purposes but not for any other purpose.

PERPETUITIES

It is agreed and declared that the Right shall be exercisable only if it and its subject matter shall come into existence within a period of eighty years from the date of this deed which period shall be the perpetuity period applicable to this deed.

7.1. The grantee covenants with the Council to the intent and so as to bind the Dominant Land into whosoever hands the same may come for the benefit of the Servient Land that the Grantee and his successors in title shall at all times after the date of this deed observe and perform the Grantee's obligations.

7.2. the covenants referred to in sub-clause 6.1 of this clause shall be ones to which Section 33 of the Local Government (Miscellaneous Provisions) Act 1988 (as amended by the Planning and Compensation Act 1991) shall apply.

(THE GRANTEE'S OBLIGATIONS)

1. To indemnify and keep indemnified the Council from and against all actions costs claims and demands arising from the exercise of the Right
2. (Subject to obtaining all necessary consents and approvals from the local planning authority) forthwith to construct on the Dominant Land a garage or hard standing for the purpose of housing or parking a single private motor car or motor cycle upon the Dominant Land
3. Not to park or keep upon the Dominant Land or any part of it any vehicle other than a single private motor car or motor cycle
4. Not to exercise the Right in such manner as to cause or allow any nuisance to the Council the Servient Land or to the owners or occupiers of any adjoining or neighbouring premises or which may cause excessive noise or fumes to be produced
5. Not to park or leave or allow to be parked or left on the Servient Land or any part of it any motor vehicle or other equipment machinery or goods.

(THE SERVIENT LAND)

The freehold land shown tinted green on the Plan being part of the land owned by the Council and registered at H M Land Registry under Title Number DT6472.

(THE DOMINANT LAND)

The freehold land shown edged red on the Plan known as Number 132 Egmont Road Turlin Moor Hamworthy Poole Dorset and registered at H M Land Registry under Title Number DT138742.

NOTE: Copy plan filed.

- 25 (19.11.1999) The parts of the land respectively affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to rights for the eaves gutters spouts downpipes chimneys foundations and any similar structures to overhang and protrude the parts so edged and numbered in green.
- 26 (06.06.2000) The parts of the land affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to rights to use the eaves gutters spouts downpipes chimneys foundations and any similar structures (The Projections) which overhang or protrude the parts so edged and numbered.

C: Charges Register continued

- 27 (06.06.2000) The parts of the land affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to rights of entry for the purposes of inspecting cleaning maintaining repairing and renewing the buildings walls fences boundary structures service media and also the projections referred to in the entry above in respect of the parts so edged and numbered.
- 28 (20.05.2002) The car parking space numbered 26 in blue on the filed plan is subject to the exclusive right of user granted by the Transfer of the part edged and numbered DT296718 in green on the filed plan dated 13 May 2002 made between (1) The Council of the Borough and County of the Town of Poole and (2) Justin Frank Simpson.
- NOTE: Original Transfer filed under DT296718.*
- 29 (17.10.2008) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.
- 30 (11.06.2010) The parts of the land thereby affected are subject to the rights granted by a Lease of an electricity substation dated 27 May 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the grantor.
- NOTE: Copy lease filed under DT379670.*
- 31 (11.10.2010) The parts of the land affected thereby are subject to the rights granted by a lease of an electricity sub station dated 13 September 2010 referred to in the schedule of leases hereto

The said Lease also contains restrictive covenants by the landlord
- NOTE: Copy filed under DT382013.*
- 32 (16.02.2011) The land is subject for a term of 99 years from 25 March 2010 to the rights granted by a lease dated 9 February 2011 of a substation at Junction Road made between (1) The Council of the Borough and County of the Town of Poole and (2) Southern Electric Power Distribution PLC.
- NOTE: Copy filed under DT384527*
- 33 (15.08.2013) The leases specified in the schedule of leases hereto which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights specified in paragraph 2 of Schedule 6 of the Housing Act 1985.
- 34 (01.02.2021) The estate and private footpaths are subject to rights of way granted by transfers of the parts edged and numbered green on the title plan.
- 35 (26.04.2021) The land is subject to any rights that are granted by a lease of 27 Egmont Road dated 19 April 2021 made between (1) Bournemouth, Christchurch And Poole Council and (2) Sean Melvin Nicholson and Christine Hazell Nicholson and affect the registered land.
- NOTE: Copy filed under DT461368.*
- 36 (23.11.2021) By a Deed dated 20 April 1998 made between (1) The Council of the Borough and County of the Town of Poole and (2) Sheila Mary Grant the terms of the lease dated 17 January 1983 of 124 Egmont Road referred to in the schedule of leases hereto were varied.
- NOTE: Copy Deed filed under DT97948.*

Schedule of notices of leases

Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
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Title number DT6472

1	07.02.1983 1 (part of): 2	124 Egmont Road (Second and Third Floor Flat): Store	17.01.1983 125 years from 17.1.1983	DT97948
NOTE: See entry in the Charges Register relating to a Deed of Variation dated 20 April 1998				
2	16.06.1988 12 (part of): 13	10 Keyworth Road (Ground and First Floor Flat): Store 10	16.05.1988 125 years from 16.5.1988	DT158982
3	30.09.1988 10 (part of): 11	220 Egmont Road (Second and Third Floor Maisonette): Store	15.08.1988 125 years from 15.8.1988	DT162294
4	27.02.1989 10 (part of): 14	212 Egmont Road (Ground and First Floor Maisonette): Store	13.02.1989 125 years from 15.8.1988	DT167187
5	17.05.1989 15 (part of): 16	210 Egmont Road (Ground and First Floor): Store	02.05.1989 125 years from 15.8.1988	DT169066
6	06.06.1989 17 (part of)	143 Egmont Road (Ground Floor Flat)	22.05.1989 125 years from 22.5.1989	DT169461
NOTE 1: By a Deed dated 28 April 2000 made between (1) The Council of the Borough and County of the Town of Poole and (2) John Anthony Shaw the terms of the lease were varied.				
<i>NOTE 2: Original Deed filed under DT169461</i>				
7	14.12.1989 18 in blue (part of): 19 in blue	174 Egmont Road (Ground and First Floors): Store	25.09.1989 125 years from 15.8.1988	DT173456
8	08.08.1990 20 (part of)	180 Egmont Road (Ground and First Floor Flat)	11.06.1990 125 years from 15.8.1988	DT178378
9	22.08.1994 21 (part of): 22	176 Egmont Road (Ground and First Floor Maisonette): Store	01.08.1994 125 years from 15.8.1988	DT218853
10	07.05.1998 24 (Part of)	4b Foreland Road (First Floor Flat)	30.03.1998 125 years from 30.3.1998	DT254174
11	23.08.2001 25 (Part of)	6 South Haven Close (First Floor Flat)	06.08.2001 125 years from 6.8.2001	DT288868
12	11.06.2010 27	Electricity Substation, South Haven Close	27.05.2010 99 years from 25.3.2010	DT379670
13	11.10.2010 28	Electricity Sub Station, Keyworth Road	13.09.2010 99 years from 25.3.2010	DT382013
14	15.08.2013 29 (part of)	24 Keyworth Road (Third and Fourth Floors)	15.07.2013 125 years from 16.5.1988	DT402686
15	21.12.2015 30	2c Egmont Road (second floor flat)	30.11.2015 125 years from 30.11.2015	DT419524
16	22.10.2021 25 (Part of)	4 South Haven Close (Ground Floor Flat)	20.09.2021 125 years from 6 August 2001	DT465223

End of register