

Title Number : BD214216

This title is dealt with by HM Land Registry, Peterborough 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 17 AUG 2018 at 15:20:39 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	: BD214216
Address of Property	: Land on the north east and south west sides of Newlands Road, Luton
Price Stated	: £10,000,000
Registered Owner(s)	: 2020 DEVELOPMENTS (LUTON) LIMITED (Co. Regn. No. 09804020) of Kenilworth Stadium, 1 Maple Road East, Luton LU4 8AW.
Lender(s)	: None

Title number BD214216

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 17 AUG 2018 at 15:20:39. 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.

LUTON

- 1 (31.03.2000) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the north east and south west sides of Newlands Road, Luton.
- 2 (27.02.2014) 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 (27.02.2014) The land has the benefit of the rights reserved by a Transfer of the land in this title dated 21 February 2014 made between (1) Stockwood Park Property Holdings Limited and (2) The Secretary Of State For Transport.

-NOTE:-Copy filed under BD292647.
- 4 (27.05.2015) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered BD300491 in green on the title plan dated 14 May 2015 made between (1) Stockwood Property Holdings Limited and (2) Luton Borough Council but is subject to any rights that are granted by the said deed and affect the registered land.

-NOTE: Copy filed under BD300491.

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 (11.12.2015) PROPRIETOR: 2020 DEVELOPMENTS (LUTON) LIMITED (Co. Regn. No. 09804020) of Kenilworth Stadium, 1 Maple Road East, Luton LU4 8AW.
- 2 (11.12.2015) The price stated to have been paid on 13 November 2015 was £10,000,000.
- 3 (11.12.2015) A transfer of land in this title dated 30 March 2001 made between (1) Charles Harold Alexander Butter and Kenneth William Dent and (2) Stockwood Park Property Holdings Limited contains purchasers personal covenant(s).

-NOTE: Copy filed

The transfer to the present proprietor contains a covenant to observe and perform those covenant(s) and of indemnity.

C: Charges Register

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

Title number BD214216

1 (31.03.2000) A Deed of Grant dated 15 April 1969 made between (1) Harold Pedro Joseph Phillips, David Henry Butter and Felix James Chivers (the Grantors) and (2) Eastern Gas Board (the Board) contains covenants by the Grantor details of which are set out in the schedule of restrictive covenants hereto.

2 (31.03.2000) The parts of the land affected thereby are subject to the following rights granted by the Deed of Grant dated 15 April 1969 referred to above:-

" the Grantors as Trustees (and to the intent that the easements rights and privileges hereby granted shall be appurtenant to all such lands and hereditaments owned and occupied by the Board for the purpose of their said statutory gas undertaking as are accommodated by the said rights and to each and every part of such lands and hereditaments) hereby grant unto the Board ALL THOSE easements rights and privileges which shall be necessary or proper to enable the Board to lay construct erect use maintain inspect alter enlarge renew replace remove or render unusable a main or pipe for the transmission or storage of gas or other materials connected with the exercise and performance of the functions of the Board and all necessary apparatus ancillary thereto (hereinafter called "the said works") in through upon and over the strips of the said land twenty feet in width indicated for identification purposes only by lines marked ABCD EFGH JKLM NOPQ RSTU VWXY drawn on the plan annexed hereto and thereon coloured red (hereinafter called "the said strips of land") AND TOGETHER with full and free rights of access over the said strips of land with all necessary workmen vehicles machinery and apparatus at all reasonable times and in an emergency at any time"

NOTE: The strip coloured red referred to is tinted blue on the title plan so far as it affects the land in this title.

3 (31.03.2000) The parts of the land affected thereby are subject for a term of 15 years from 20 November 1995 to the rights to install, use, maintain, inspect and repair Telecommunication Apparatus granted by a Deed made between (1) Lucia Maria Phillips and others, and (2) Eastern Group plc

-NOTE: Copy Filed.

4 (08.12.2000) A Deed of Grant dated 23 March 1988 made between (1) Nicholas Harold Phillips, Charles Harold Alexander Butter, George Medway Unwin Young and Kenneth William Dent (the Grantors) and (2) The Eastern Electricity Board. contains covenants details of which are set out in the schedule of restrictive covenants hereto.

5 (08.12.2000) The parts of the land affected thereby is subject to the following rights granted by the Deed of Grant dated 23 March 1988 referred to above:-

"FULL RIGHT AND LIBERTY for the Board to erect maintain repair renew use alter inspect and remove the electric line six conductors and one earthwire supported by three steel towers (hereinafter referred to as "the said works") upon and over land being part of the Grantors' property situate and known as Newlands Farm Newlands Road Luton Bedfordshire The said electric line being erected in the position indicated approximately by a black line superimposed on pink colouring on Drawing Number 5/B9152 Issue H annexed hereto AND ALSO full right and liberty for the Board and all persons authorised by it from time to time at all reasonable times to enter upon the said property of the Grantors for all or any of the purposes aforesaid"

NOTE: The black line referred to is shown by a blue broken line and the pink colouring referred to is shown by blue hatching on the title plan.

6 (20.03.2001) The land is subject to the rights granted by a Deed dated 19 January 1988 made between (1) Nicholas Harold Phillips (2) The Eastern Electricity Board.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

Schedule of restrictive covenants

Title number BD214216

1 The following are details of the covenants contained in the Deed of Grant dated 15 April 1969 referred to in the Charges Register:-

" The Grantors jointly and severally (to the intent and so as to bind the said land and every part thereof into whosoever hands the same may come and to benefit and protect the easements rights and privileges hereby granted) hereby covenant with the Board as follows:

(i) The Grantors shall not do or cause or permit to be done on the said land anything calculated or likely to cause damage or injury to the said works and will take all reasonable precautions to prevent such damage or injury

(ii) The Grantors shall not without the consent in writing of the Board (such consent not to be unreasonably withheld) make or permit to be made any material alteration to or any deposit of any thing upon any part of the said strips of land so as to interfere with or obstruct the access thereto or to the said works by the Board or upon any part of the said strips of land or any part of the land being a part nearer than ten feet measured in any direction from the said strips of land so as to lessen 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

(iii) The Grantors shall not without the consent in writing of the Board the giving of which shall be in absolute discretion of the Board 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 strips of land nor save with the consent in writing of the Board (which consent shall not be unreasonably withheld) any part of the said land being a part nearer than ten feet measured in any direction from the said strips of land"

2 The following are details of the covenants contained in the Deed of Grant dated 23 March 1988 referred to in the Charges Register:-

"The Grantors with the intent to bind the said property into whosoever hands the same may come and for the benefit and protection of the Board's undertaking and the said works hereby covenant with the board that the Grantors and those deriving title under them will at all times hereafter observe and perform the following stipulations that is to say:

(a) within the area over which any part of the said overhead line is erected and for a further distance of 12 feet beyond each of the outside conductors of such overhead line (hereinafter called "the restricted area")

(1) no building or other erection exceeding twelve feet in height shall be constructed and written consent of the Board (which shall not be unreasonably withheld) shall be obtained prior to the construction of any building or other erection not exceeding twelve feet in height

(ii) no tree or shrub shall be planted and any tree or shrub now growing thereon shall be allowed to grow to a height exceeding twelve feet

(iii) the level of the ground shall not be raised above that existing at the date hereof.

End of register