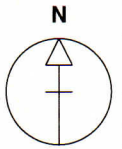




TITLE NUMBER
CB257830



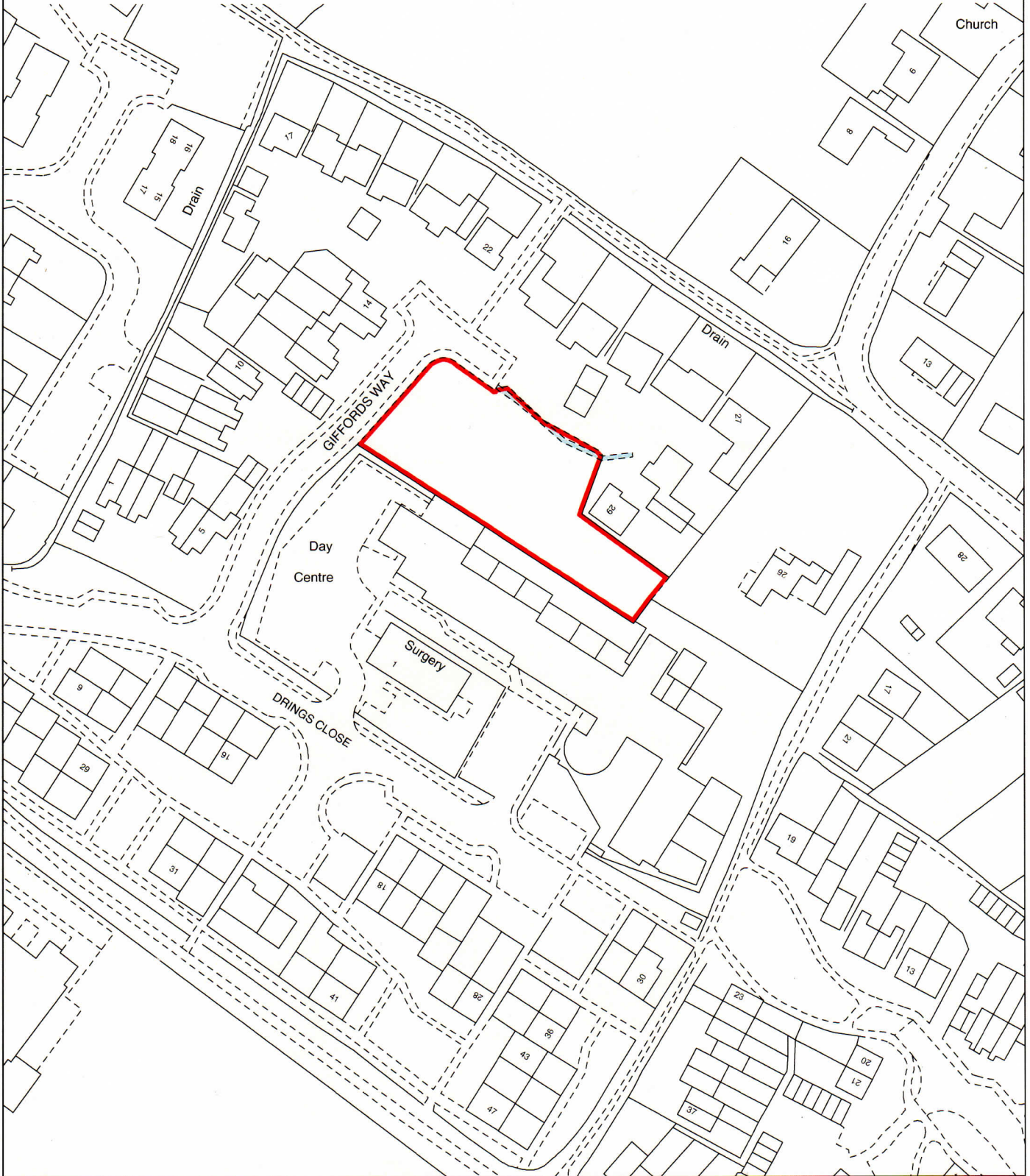
CAMBRIDGESHIRE : SOUTH CAMBRIDGESHIRE

ORDNANCE SURVEY MAP REFERENCE:

TL3770SW

SCALE 1:1250 Enlarged from 1/2500

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A: Property Register

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

CAMBRIDGESHIRE : SOUTH CAMBRIDGESHIRE

1. (7 July 1997) The **Freehold** land shown edged with red on the plan of the above Title filed at the Registry and being Land on the south east side of Giffords Way, Over.
2. (20 March 2002) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 26 February 2002 referred to in the Charges Register.

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. (20 March 2002) **PROPRIETOR:** OVER PARISH COUNCIL of 32 West Street, Over, Cambridge CB4 5PL.

C: Charges Register

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

1. (23 October 1997) The parts of the land affected thereby are subject to the rights granted by a Deed of Easement dated 7 May 1997 made between (1) Caspian Homes Limited (the Grantor) and (2) South Cambridgeshire District Council (the Grantee).

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy in Certificate. Original filed under CB203353.

2. (6 January 1998) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 18 December 1997 made between (1) Caspian Homes Limited (Grantor) and (2) Eastern Electricity PLC (Company):-

"The Grantor hereby grants unto the Company FULL RIGHT AND LIBERTY for

C: Charges Register continued

the Company to lay maintain repair renew use alter inspect or remove electric cables and lines and conduits or pipes for containing the same where necessary (hereinafter referred to as "the said works") under so much of the land as falls within the above mentioned Title as indicated and in the position shown by black diagonal hatching superimposed with yellow colouring on Drawing Number 1/808993/2/1/G1 annexed hereto (hereinafter referred to as "the cable route") AND ALSO full right and liberty upon giving a reasonable period of notice (save in case of an emergency where no notice will be necessary) to enter on and break up the surface of so much of the land of the Grantor as may be necessary from time to time and at all reasonable times hereafter for the purposes aforesaid TO HOLD the same unto the Company in fee simple TO THE INTENT that the said rights shall be used in connection with and as appurtenant to the whole and every part of the statutory electricity undertaking of the Company

.....

THE Company hereby covenants with the Grantor as follows:-

3.1 that it will cause as little inconvenience and do as little damage as possible to the said property of the Grantor in the exercise of the rights and liberties hereby granted and will forthwith make good all damage and disturbance which may be caused thereby to the reasonable satisfaction of the Grantor.

3.2 that it will maintain and keep in good repair and condition the said works so as not to be a danger to the Grantor or the Grantor's tenants licensees or visitors.

3.3 that it will keep the Grantor indemnified against all losses claims costs expenses and damages which the Grantor may suffer or incur by reason of anything done or omitted to be done by the Company its servants or agents in pursuance of this Grant Provided that the Grantor shall as soon as practicable give notice in writing to the Company of any action or claim brought made or threatened against the Grantor and shall not settle or compromise such action or claim without the consent of the Company such consent not to be unreasonably withheld or delayed."

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

"THE Grantor with the intent to bind the said property of the Grantor into whosoever hands the same may come (but not so as to be under a continuing liability after the Grantor has disposed of the Grantor's interest in the land) and for the benefit and protection of the Company's undertaking and the said works hereby covenants with the Company that the Grantor will at all times hereafter observe and perform the following stipulations that is to say:-

4.1 save in respect of any buildings shown on the said Drawing that nothing shall be done or suffered to be done upon the cable route which may in any way interfere with or damage the said works or interfere with or obstruct the Company's access thereto and without prejudice to the generality of the foregoing that no building or other erection shall be constructed and no trees shall be planted over the cable route without the consent of the Company such consent not to be unreasonably withheld or delayed.

4.2 that the ground cover or the depth of soil over the said works will not in any way be altered without the consent of the Company such consent not to be unreasonably withheld.

4.3 that no excavations in or over the cable route will be carried out

C: Charges Register continued

without prior notification and affording a representative of the Company the opportunity of being in attendance."

NOTE:-The cable route referred to is tinted blue on the filed plan so far as it falls within the land in this title.

3. (20 March 2002) A Transfer which included the land in this title dated 26 February 2002 made between (1) Prowting Homes Anglia Limited and (2) Over Parish Council contains restrictive covenants.

NOTE 1: The extent of the land purported to be transferred is included in this title only so far as it is edged red on the filed plan. The remainder of the land edged red on the transfer plan is already registered under title number CB 223040.

NOTE 2: No copy of the Agreement dated 14 August 1997 referred to is held at the Land Registry. The Deed of Easement dated 7 May 1987 referred to is that set out above.

NOTE 3: Copy in Certificate.

END OF REGISTER

NOTE A: A date at the beginning of an entry is the date on which the entry was made in the Register.

NOTE B: This is a copy of the register on **20 March 2002 at 10:26:40.**