

Title Number : ESX364938

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 14 JUL 2017 at 14:26:42 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	: ESX364938
Address of Property	: land lying to the North-East of, Atlantic Drive, Eastbourne
Price Stated	: £1
Registered Owner(s)	: COLUMBUS POINT MANAGEMENT COMPANY LIMITED (Co. Regn. No. 04298346) of 1 Georges Square, Bristol BS1 6BA.
Lender(s)	: None

## Title number ESX364938

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 14 JUL 2017 at 14:26:42. 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.

This copy is not 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. If you want to obtain an official copy, the HM Land Registry web site explains how to do this.

### A: Property Register

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

EAST SUSSEX : EASTBOURNE

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land lying to the North-East of, Atlantic Drive, Eastbourne.
- 2 (07.11.1999) The land tinted pink on the title plan has the benefit of the following rights granted by the Transfer dated 3 October 1994 referred to in the Charges Register:-  
  
"together with the benefit of the rights set out in the First Schedule hereto

#### THE FIRST SCHEDULE

the rights

#### Easements rights and privileges granted

1. The right for the Transferee its servants agents and visitors in common with the Transferor and all those authorised by it and all others having the same right respectively to pass and repass at all times and for all purposes with or without vehicles over the Estate Roads until the Estate Road shall be adopted by the relevant authority and shall become maintainable at the public expense
2. The right for the Transferee to make connections to the Services and the free and uninterrupted passage of water and soil through the pipes and drains and watercourses and of electricity telecommunications and gas and other services through the cables wires pipes and media comprising such connections and the Services and which are now or may at any time during the Perpetuity Period be in on under or passing through the Estate Roads and the right to repair and maintain such connections and the right at any time but (except in emergency) after giving reasonable prior notice to enter upon the Estate Roads in the exercise of such rights the person exercising such rights causing as little inconvenience as reasonably possible and making good as soon as reasonably possible any damage thereby
3. The right for the Transferee its servants agents and visitors on foot and generally for maintenance and emergency vehicular traffic over and along such Walkways and other pedestrian accesses within the Estate which are now or which may be constructed during the Perpetuity Period as part of the walkway system upon the Estate."

*NOTE:-Copy of Estate Plan showing the Estate roads which are coloured brown thereon filed under ESX203670.*

- 3 (22.11.1999) The land tinted blue on the title plan has the benefit of the rights granted by the Transfer dated 1 October 1999 referred to in the Charges Register.
- 4 (02.08.2000) The land has the benefit of the rights granted by the Transfer dated 30 June 2000 referred to in the Charges Register.

## A: Property Register continued

- 5 (23.12.2002) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land tinted mauve on the title plan dated 8 November 2002 made between (1)Aria Homes Limited (Transferor) and (2)Bryant Homes Limited (Transferee):-

"Rights granted for the benefit of the Property

The right for the Buyer and its successors in title and assigns and all persons authorised by the Buyer at all times and for all purposes in common with the Seller and the owners of any parts of the Estate and all other persons authorised by them respectively and where appropriate the Service Suppliers and all other persons having a similar right:-

1. of way with or without vehicles over the roads and on foot only over the footpaths which together form the Estate Roads but reserving nevertheless to the Seller the right to deviate alter or stop up any road verge or footpath on any part of the Estate provided adequate alternative provision is made:-

2. of passage of water and sewage through the Estate Sewers but reserving nevertheless to the Seller the right to deviate alter stop up or remove any sewer in any part of the Estate serving the Property provided that adequate alternative provision is made;

3. of passage of water sewage gas electricity communication signals or other services through such of the appropriate Service Installations as serve or are capable of serving the Property but reserving nevertheless to the Seller or the right to deviate alter stop up or remove any Service Installations in any part of the Estate serving or capable of serving the Property provided that adequate alternative provision is made:-

4. of way on foot only over the Promenade

5. of support and protection of the Property from the Estate:

6. of entry upon (including the right to break up the surface of) the Estate at all reasonable times (including at any time in an emergency) for the purposes of laying relaying constructing inspecting cleansing maintaining repairing renewing and connecting to

6.1 the Estate Sewers as lie outside the Property and serve or are capable of serving the Property.

6.2 the Service Installations as lie outside the Property as serve or are capable of serving the Property the Common Accessway.

6.4 the Estate Roads

apart from where any building has been constructed on the Estate.

Section 4: Rights reserved for the benefit of other land

The right for the benefit of the Estate for the Seller and owners of any parts of the Estate and all other persons authorised by them respectively and where appropriate the Service Suppliers and all other persons having a similar right:-

1. of passage of water and sewage through the Estate Sewers within the Property (if any)

2. of passage of water sewage gas electricity communication signals or other services through such of the Service Installations as are within the Property as serve or are capable of serving any part of the Estate;

3. of retaining in place any buildings Boundary Structures or Service Installations on the Estate now or later constructed by the Seller which protrude into the Property;

4. of support and protection of the Estate by the Property;

5. of entry upon (including the right to break up the surface of) the

## A: Property Register continued

Property at all reasonable times (including at any time in an emergency) for the purposes of laying constructing inspecting cleansing maintaining repairing and renewing

5.1 any adjoining buildings

5.2 any Service Installations

5.3 any Boundary Structures abutting the Property

5.4 the Estate Sewers within the Property or within three metres of the Property measured horizontally from the centreline of such sewer.

5.5 the Estate Roads

5.6 the Common Accessway.

apart from where any building has been constructed on the Property

6. of way over the Common Accessway with or without vehicles

Section 5: Rights reserved for the benefit of the Seller

1. to construct and make connections to the Estate Sewers and the Service Installations comprised in the Property subject to such connections not overloading the capacity of the Estate Sewers or the Service Installations.

2. of entry on the Property for the exercise of the above right.

3. at all reasonable times by itself or with workmen and others to enter on the Property with ladders appliances tools and building materials and to erect maintain and take away scaffolding in order to carry out building operations on and repairs and alterations to adjoining properties and the Promenade and the Water Feature subject to such entry on to the Property not preventing or prohibiting the development of the Property.

4. to develop the remainder of the Estate notwithstanding that access or enjoyment of light and air coming to the Property may thereby be diminished or obstructed.

5. of way over the Common Accessway with or without vehicles.

"Common Accessway" means the access road shown cross-hatched blue on the Plan. "Estate" means the land comprised in Title Number ESX244897 on or on and since the 12th October 2000 other than the Property.

"Estate Roads" means the roads verges and footpaths now or later constructed within the Perpetuity Period on the Estate and on the Montague Land.

"Estate Sewers" means all main foul and surface water sewers now or later constructed within the Estate and the Property within the Perpetuity Period which are intended to become public sewers.

"The Montague land" the road to be known as Santa Cruz Drive

"The Perpetuity Period" means 80 years from the 1st July 2002 which period shall apply to the rights created by this transfer.

"Promenade" means the walkway coloured yellow on the Plan.

"Service Installations" means all drains channels culverts sewers (excluding the Estate Sewers) pipes wires cables watercourses gutters soakaways and other similar installations or conducting media (and any ancillary structures) now or within the Perpetuity Period constructed within the Estate and the Property.

"Service Suppliers" means the highway authority the drainage authority and undertakings responsible for the supply of water gas electricity and communications services.

## A: Property Register continued

"Water Feature" means the water feature on the Estate directly to the south and west of the Property edged blue on the Plan."

*NOTE:-Copy plan filed under ESX264553.*

- 6 (17.03.2015) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 27 February 2015 referred to in the Charges Register.
- 7 (17.03.2015) The Transfer dated 27 February 2015 referred to above contains a provision as to light or air and a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.

## 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 (17.03.2015) PROPRIETOR: COLUMBUS POINT MANAGEMENT COMPANY LIMITED (Co. Regn. No. 04298346) of 1 Georges Square, Bristol BS1 6BA.
- 2 (17.03.2015) The price stated to have been paid on 27 February 2015 was £1.

## C: Charges Register

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

- 1 A Conveyance of the land in this title and other land dated 31 March 1989 made between (1) Thomas Edward Sydney Egerton and Ian Hamish Leslie Melville (Vendors) (2) The Most Noble Andrew Robert Buxton Duke of Devonshire (The Duke of Devonshire) (3) Chatsworth Estates Company (4) Crumbles Harbour Village Limited (Purchaser) and (5) Tarmac Plc contains covenants details of which are set out in the Schedule of restrictive covenants annexed hereto.
- 2 The land tinted blue on the title plan is subject to the following rights granted by a Transfer of the land adjoining the northern and western boundaries of the land thereof dated 8 September 1994 made between (1) Sequoia Developments Limited and (2) Sovereign Harbour Limited:-

"TOGETHER WITH the rights for the benefit of the Property and successors in title to each part of the Property set out in the First Schedule

### FIRST SCHEDULE

#### Rights Granted to the Transferee

- (a) Right of way at all times with or without vehicles over all Estate Roads pending their adoption
- (b) Right to connect to and use the Services for their respective purposes
- (c) .....
- (d) .....
- (e) A right of way for vehicles and pedestrians at all times over the Lovell Roads constructed during the Perpetuity Period for the purposes

## C: Charges Register continued

of obtaining access to and egress from the Property PROVIDED THAT no construction vehicles used in connection with the Property or the works to be carried out by Sequoia shall be entitled to exercise this right and this right shall not be exercised until practical completion of the Lovell Roads and this right shall determine upon the adoption of the Lovell roads as highways maintainable at public expense

(f) A right of entry upon the Lovell Site at any time during the Perpetuity Period for the purposes of constructing and laying Services under the Lovell Roads or making connections therewith subject to Sequoia using all reasonable endeavours to co-ordinate the carrying out of such works with the carrying out of the Lovell Development and in particular the construction of the Lovell Roads and Sequoia complying with all reasonable directions given by Lovell in respect of such works and the right to inspect maintain repair renew and replace any Services under the Lovell Roads subject to the person exercising the rights hereby granted making good all damage caused in the exercise thereof to Lovell's reasonable satisfaction.

*NOTE 1:-Copy Estate plan and Lovell plan (showing the Lovell roads which are coloured brown thereon) filed under ESX160682.*

*NOTE 2:-The Lovell site is shown edged red on the Estate Plan referred to above.*

3 (07.11.1994) A Transfer of the land tinted pink on the title plan dated 3 October 1994 made between (1) Lovell Homes Limited and (2) Sovereign Harbour Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.

4 (07.11.1994) The land tinted pink on the title plan is subject to the following rights reserved by the Transfer dated 3 October 1994 referred to above:-

"excepting and reserving in favour of the Transferor the matters set out in the Second Schedule hereto

### THE SECOND SCHEDULE

#### Exceptions and Reservations

The following rights and easements are excepted and reserved out of the Property unto the Transferor for the benefit of each and every part of the Estate capable of benefitting therefrom:

1. The right to enter those parts of the Property for the time being undeveloped or comprising roads paths landscaped or cultivated or other open areas (whether or not appurtenant to a Dwelling) with or without workmen vehicles and plant and materials in relation to the construction, alteration, inspection, repair and renewal of any Services and for all reasonable purposes (including inspections and the carrying out of works) connected with the stability of the Property (without however any liability for the stability of the Property) and without prejudice to the liabilities of the Transferee (or its successors in title) and persons exercising this right giving reasonable notice to the Transferee or other owner of the relevant land and complying with any reasonable requirements as to the safety of persons on the Property and making good any physical damage caused

2. The right to develop and use the remainder of the Estate in any manner whatsoever notwithstanding any interference with the access of light and air or any other easement not expressly granted herein."

5 (22.11.1999) A Transfer of the land tinted blue on the title plan dated 1 October 1999 made between (1) Sovereign Harbour Limited and (2) Lovell Homes Limited contains restrictive covenants.

*NOTE:-Copy filed under ESX239340.*

6 (22.11.1999) The land tinted blue on the title plan is subject to the rights reserved by the Transfer dated 1 October 1999 referred to above.

## C: Charges Register continued

7 (02.08.2000) A Transfer of the land in this title dated 30 June 2000 made between (1) Sovereign Harbour Limited, Lovell Homes Limited and Eastbourne Harbour Company Limited and (2) Aria Homes Limited contains restrictive covenants.

*NOTE:-Copy filed under ESX244897.*

8 (02.08.2000) The land is subject to the rights reserved by the Transfer dated 30 June 2000 referred to above.

9 (17.03.2015) A Transfer of the land in this title dated 27 February 2015 made between (1) Aria Homes Limited and (2) Columbus Point Management Company Limited contains restrictive covenants.

*NOTE: Copy filed.*

10 (17.03.2015) The land is subject to the lease set out in the schedule of leases hereto.

## Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 31 March 1989 referred to in the Charges Register:-

The Purchaser and Tarmac HEREBY JOINTLY AND SEVERALLY COVENANT with the Vendors and as a separate covenant with the Duke of Devonshire:

(a) to construct the proposed harbour and marina in conformity with the restrictions contained in Schedule 4 within 7 years from the date hereof Provided Always that such period shall be construed as not including days on which construction work is not practicable by reason of exceptionally inclement weather strikes or lockouts in the building industry force majeure and other circumstances beyond the Covenantors' control

(b) to take such steps as shall be necessary to arrange for the operation of the harbour and marina as a going concern within 3 years from the date on which construction of the Outer Harbour shall be substantially complete (as defined in an Agreement dated the 20th May 1988 made between East Sussex County Council (1) Eastbourne Borough Council (2) the Purchaser (3) Eastbourne Harbour Company Limited (4) the Vendors (5)

(c) not to sell lease or otherwise dispose of the harbour/marina area (save for the purpose of raising finance) until the construction of the same shall be substantially completed Provided always that this obligation shall not prevent the Covenantors from entering into any agreement with a marina operator who shall be approved by the Vendors (such approval not to be unreasonably withheld) for the future running of the marina.

4. (i) THE Purchaser HEREBY COVENANTS with the Vendors and as a separate covenant with the Duke of Devonshire to observe and perform the restrictions set out in Schedule 4 Provided that the restrictions in paragraphs 1, 2 and 4 of that Schedule shall have effect for a period of 20 years only from the date hereof.

(ii) The object and intent of the said restrictions is to benefit and protect the property belonging at law or in equity to the Vendors in the Borough of Eastbourne (commonly known as the Compton Estate) (hereinafter called "the protected property") and every part thereof and to bind and run with the Property into whosoever hands the same may come.

(iii) The benefit of and right to enforce the said restrictions shall not pass to an alienee of any part of the protected property unless such benefit and right shall be expressly assigned.

(iv) The Purchaser shall not hereby acquire or otherwise be entitled to any right to restrain or control the release or modification by the Vendors or their successors in title of any covenant or agreement which any person has entered into or may enter into for the benefit of the

## Schedule of restrictive covenants continued

protected property or any part thereof with the Vendors or their predecessors or successors in title

### SCHEDULE 4

#### Restrictive obligations of the Purchaser

1. Not to develop the Property other than as a yacht harbour and marina together with residential and mixed uses as contemplated by the outline planning consent granted by the Eastbourne Borough Council on 20th May 1988 under reference No. EB86/431 or any variation thereof which the Council may from time to time approve.

2. No building works shall be carried out on the Property except on the following conditions:

(i) layout and other plans elevations and particulars of external finishes shall be submitted in duplicate for approval by the Vendors (such approval not to be unreasonably withheld or delayed) and their Surveyor's reasonable fee for such approval shall be paid before the works are started

(ii) no works shall be carried out except in conformity with the approved plans elevations and particulars as aforesaid or any approved modifications thereof

(iii) no building materials shall be deposited or made up on the Property (except those actually required for the works) save that nothing herein shall prevent the Purchaser during the course of the development from extracting processing and selling materials derived from the Property (including without limitation the production and sale of Ready Mixed Concrete)

3. No act or thing shall be done or suffered to be done upon the Property or any building thereon which may be or become a nuisance annoyance or injury to any property now belonging at law or in equity to the Vendors and adjoining or near to the said Property or to the tenants of any such property or which may tend to diminish the value of such property or any part thereof Provided Always that the use of the Property for the purposes contemplated by paragraph 1 of this Schedule shall not be deemed to be a breach of this covenant.

4. No alteration or addition shall at any time be carried out or made to the exterior of any building or structure the construction of which is permitted under paragraph 2 of this Schedule without the written consent of the Vendors (such consent not to be unreasonably withheld or delayed) but this shall not prevent any such building or structure being rebuilt on the original site and in accordance with the original plans and elevations."

2 The following are details of the covenants contained in the Transfer dated 3 October 1994 referred to in the Charges Register:-

"THE transferee hereby covenants on the part of itself and its successors in title with the Transferor so as to bind the freehold estate hereby transferred and each and every part thereof into whosoever hands the same may come and so that the benefit of the covenants and stipulations shall be annexed to and shall protect the Estate:-

3.1 not to use the Property or any part thereof for other than residential purposes and not to carry on or permit or suffer to be carried on any trade or business on any part of the Property

3.2 not to sell or otherwise dispose of any Dwelling without imposing on the Houseowner the following covenant:-

"Not to display or permit or suffer the display of any estate agent's or other board notice advertisement or publicity related to the disposal of the property hereby transferred or any part thereof including for the avoidance of doubt any such notice affixed to the



## Schedule of restrictive covenants continued

exterior or to the window of any building or to the interior of any building such that it is visible to the exterior"

3.3 not to sell or otherwise dispose of any Dwelling without procuring in favour of the Transferor and delivering to the Transferor within 14 days of the disposition a deed of grant and covenant in the form set out in the Third Schedule in a manner which is binding not only on the owners from time to time of that Dwelling but also their mortgages

3.4 Not to carry out any excavation or other engineering work which (or in a manner which) may affect the stability of the Property

3.5 not to deposit any material in any Waterway or the Harbours

3.6 not to discharge any sewerage or trade effluent into or in any way pollute any Waterway or Harbours

3.7 save as permitted by the right granted pursuant to Paragraph 3 of the First Schedule hereto not to use the Waterways or the Harbours or any water therein (except as specifically authorised herein or otherwise as may be approved by the Transferor from time to time) for any purpose whatsoever

3.8 not to bring or keep any caravan or mobile home on any part of the Property"

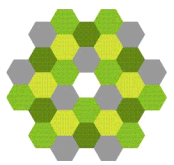
## Schedule of notices of leases

1	06.09.2012	Land lying to the north-east of Atlantic Drive	16.08.2012 999 years from 1.1.2011	ESX346526
---	------------	--	--	-----------

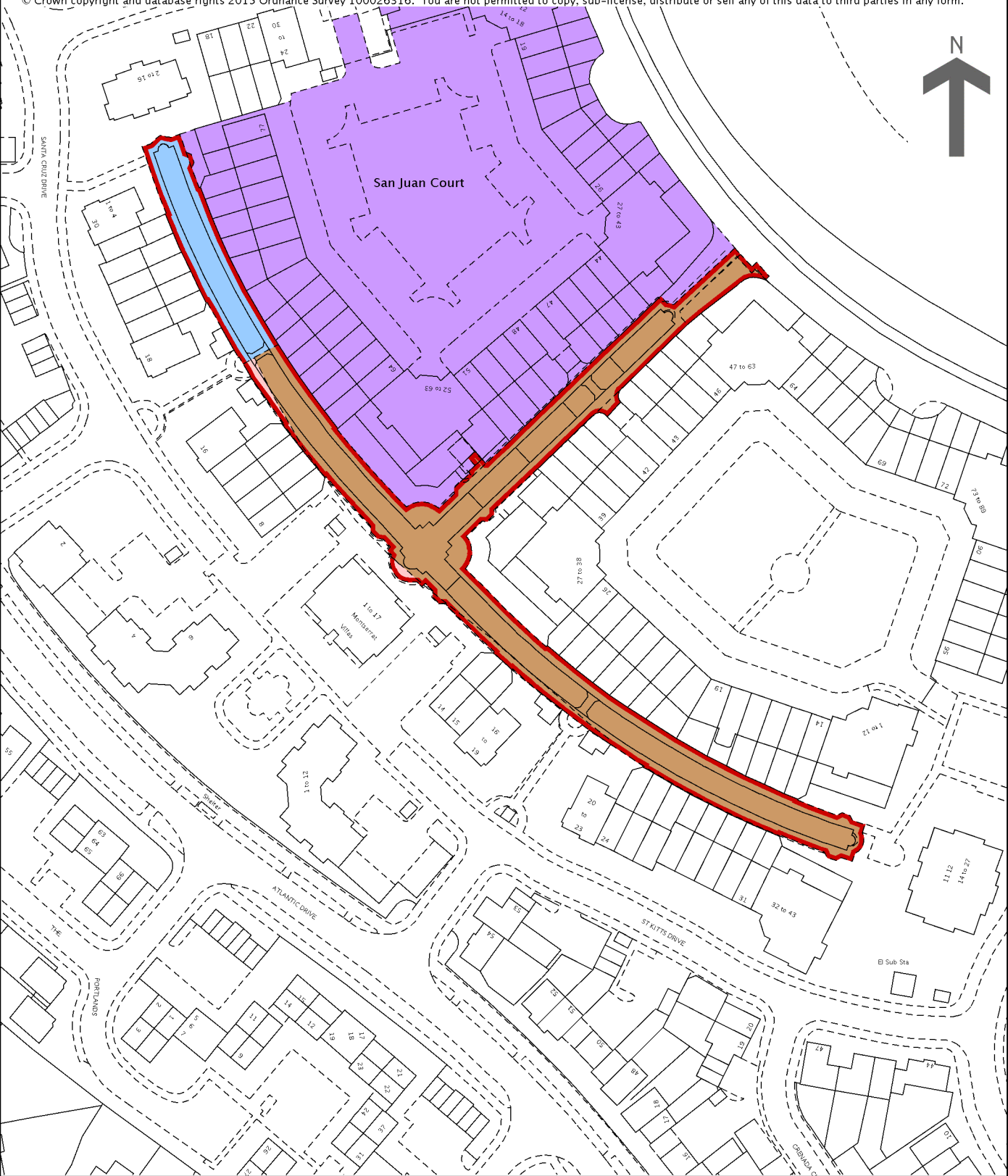
End of register

# HM Land Registry Current title plan

Title number **ESX364938**  
Ordnance Survey map reference **TQ6401SW**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **East Sussex : Eastbourne**



© Crown copyright and database rights 2015 Ordnance Survey 100026316. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.



**This is a copy of the title plan on 14 JUL 2017 at 14:26:42. 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.**

**This copy is not an 'Official Copy' of the title plan. An official copy of the title plan 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. If you want to obtain an official copy, the HM Land Registry web site explains how to do this.**

**HM Land Registry endeavours to maintain high quality and scale accuracy of title plan images. The quality and accuracy of any print will depend on your printer, your computer and its print settings. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.**

**This title is dealt with by HM Land Registry, Coventry Office.**