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Official copy of register of title

Title number AV143559

Edition date 31.03.2014

- This official copy shows the entries on the register of title on 13 DEC 2016 at 08:34:02.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 13 Dec 2016.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by Land Registry, Gloucester Office.

A: Property Register

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

SOUTH GLOUCESTERSHIRE

- 1 (18.08.1987) 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 Merryweather Close, Bradley Stoke, Bristol.
- 2 (18.08.1987) There are excluded from this registration the mines and minerals excepted by a Conveyance of the land in this title and other land dated 2 October 1916 made between (1) The Most Noble Henry Adelbert Wellington Fitzroy 9th Duke of Beauford (the 9th Duke) (2) The Most Noble Louise Emily Duchess of Beauford (the present Duchess) and (3) Edward Henry Kempton Davis (the Purchaser) in the following terms and the land is also subject to the following ancillary rights of working:-

"EXCEPT AND RESERVING unto the 9th Duke his heirs and assigns all mines pits veins seams and quarries of coal ironstone fireclay and other metals ore stone mines and minerals within and under the surface of the land hereby assured at a greater depth than 150 feet from the surface thereof or any part thereof with full powers and authorities rights and easements for working getting and carrying away the same and any other mines pits veins and seams of coal fireclay ironstone and other minerals gotten from any adjoining or other lands (but by underground workings only without entering upon the surface) including power to let down the surface of the same lands by such underground workings the 9th Duke and his heirs or assigns making good all damage thereby occasioned or at his or their option paying reasonable compensation for such damage

AND RESERVING also unto the 9th Duke his heirs and assigns all necessary powers wayleaves and easements for enabling the mines and minerals to be gotten from any adjoining or other land to be carried through and under the land hereby assured."
- 3 (18.08.1987) The Conveyance dated 2 October 1916 referred to above contains the following provision:-

"PROVIDED ALWAYS and it is hereby agreed and declared that the Purchaser his heirs and assigns shall not be entitled to any right of light or air to the hereditaments hereby assured which would restrict or interfere with the free use of any adjoining or neighbouring property for building or other purposes and so that the Grant and

A: Property Register continued

Conveyance hereinbefore contained shall not be deemed or construed to imply the grant of any such right of light or air."

4 (02.03.1989) The land has the benefit of the following rights reserved by the Transfer dated 16 December 1988 referred to in the Charges Register:-

"There are excepted and reserved (as the case may be) from the Property for the benefit of the retained Land the rights easements and matters set out in the Second Schedule

THE SECOND SCHEDULE

Rights excepted and reserved

1. The right (in common with the Transferee and all others entitled) of full and free passage and running of mains services and telephone services through the drains sewers pipes cables wires and other conducting media which may either now or within the Perpetuity Period be laid in through over or under the Property (whether as part of the works or otherwise) serving or capable of serving the Retained land (or any part thereof)

2. The right to enter into and upon the Property on one weeks notice in writing (save in the case of emergency) with or without workmen and machinery and materials for the purpose of making connections to inspecting maintaining repairing cleansing replacing rebuilding and renewing the Mains Services and telephone services now or within the Perpetuity Period passing in through over or under the Property and causing as little damage as practicable and forthwith making good all damage occasioned by the exercise of such right PROVIDED THAT the rights hereby excepted and reserved shall not enable the laying of services beneath buildings now or in the future constructed on the Property

3. The right to enter upon the Property for the purpose of carrying out repairing or maintaining the Works or any part of them

4. The right to develop build rebuild or execute any works upon the Retained Land in such manner as the Transferor or the persons exercising such right may think fit together with all rights of light and air and all easements quasi-easements or rights which may interfere with the full user of the Property and any building or buildings which are or may be erected on the Property or any part thereof PROVIDED THAT the exercise of the rights excepted and reserved under this paragraph shall not materially interfere with the use and enjoyment of the Property pursuant to the planning permission current at the date hereof

5. The sale does not include any right to free passage of light or air through any windows or openings in any building now standing or hereafter to be erected upon the Property

"the Mains Services" means water gas electricity foul and surface water drainage and the pipes cables wires drains sewers and other means of conduct associated with them."

NOTE: The perpetuity period is 20 years from 16 December 1988. The land in this title forms part of the retained land.

5 (05.05.1991) 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.

6 (09.05.1991) The land has the benefit of the following rights reserved by but is subject to the following rights granted by the Transfer dated 28 March 1991 referred to in the Charges Register:-

"TOGETHER WITH the rights set out in the Second Schedule hereto

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The Second Schedule

A: Property Register continued

Rights granted in respect of the Property Over the
Avon Land and the Retained Land

1. The right (in common with the Transferor and all others entitled) for the Transferee and its successors in title and their respective invitees servants agents licensees contractors and with or without workmen materials plant and equipment to pass and repass with or without vehicles or otherwise and at all times over and along that part of the Retained Land comprising the roads LD4 up to and including Roundabouts marked N and U and shown on the Retained Land Plan for all reasonable purposes in connection with gaining access to and egress from the Property or any part thereof for the carrying out of the Development and the subsequent disposal of any parts thereof and the occupation of the Development PROVIDED THAT such right shall cease and determine absolutely upon and in the event of the adoption of the said roads as highways maintainable at the public expense PROVIDED FURTHER that in using the roads on the Retained Land pursuant to the Deed of Grant of Easement (and all other roads within Bradley Stoke which are not yet adopted as highways maintainable at the public expense) the Transferee shall take all reasonable steps to safeguard the structure and condition of the roads and cause as little damage thereto (other than fair wear and tear) as reasonably possible and shall (at its own expense) repair any damage which may howsoever be caused by the Transferee (either itself or through its agents servants workmen licensees or assignees) save as aforesaid within one month of either the date on which the damage is caused or the date of notice of such damage (whichever is the later) and further again the Transferee shall hold the Transferor harmless and keep the Transferor indemnified against any cost claim charge or other expense or demand arising out of or incidental to the Transferee's use of the said roads

2. The right (in common with the Transferor and all others entitled) of full and free passage and running of water soil gas electricity telephone and other services through the drains sewers pipes cables wires and other conducting media which may either now or within the Perpetuity Period be laid in through or over or under the Avon Land and the Retained Land and serving or capable of serving the Property or any part thereof

3. The right to enter into and upon the Avon Land and the Retained Land on one week's notice in writing (save in the case of emergency) with or without workmen vehicles and machinery and materials for the purpose of constructing the Mains Services and telephone and other services necessary to serve the Property (in positions previously agreed with the Transferor such agreement not to be unreasonably withheld or delayed) and of making connections to (but not so as to surcharge the same) inspecting maintaining repairing cleansing replacing rebuilding and renewing the Mains Services telephone and other services now or within the Perpetuity Period passing through over or under the Avon Land and the Retained Land and serving or capable of serving the Property (or any separate part thereof) the person so doing causing as little damage as practicable and forthwith making good all damage occasioned by the exercise of such right PROVIDED THAT the rights hereby granted shall not enable the laying of services beneath any buildings now or in the future constructed or in any location in which it is intended to construct buildings on the Avon Land and the Retained Land

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EXCEPT AND RESERVING unto the Transferor the rights set out in the First Schedule hereto

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The First Schedule

Rights excepted and reserved

A: Property Register continued

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1. The right (in common with the Transferee and all others entitled) of full and free passage and running of the Mains Services and telephone and other services through the drains sewers pipes cables wires and other conducting media which may either now or within the Perpetuity Period be laid in through over or under the Property serving or capable of serving the Avon Land and/or the Retained Land (or any separate part thereof)

2. The right to enter into and upon the Property no one week's notice in writing (save in the case of emergency) with or without workmen vehicles and machinery and materials for the purposes of constructing the Mains Services necessary to serve the Retained Land and/or the Avon Land (in positions previously agreed with the Transferee such agreement not to be unreasonably withheld or delayed) and of making connections to (but not so as to surcharge the same) inspecting maintaining repairing cleansing replacing rebuilding and renewing the Mains Services telephone and other services now or within the Perpetuity Period passing through over or under the Property and serving or capable of serving the Retained land and/or the Avon Land (or any separate part thereof) the person so doing causing as little damage as practicable and forthwith making good all damage occasioned by the exercise of such right PROVIDED THAT the rights hereby excepted and reserved shall not enable the laying of services beneath any buildings now or in the future constructed or in any location in which it is intended to construct any buildings on the Property

3. The right to develop build rebuild or execute any works upon the Retained Land and/or the Avon Land (subject only to paragraph 1.2 of the Fourth Schedule) in such manner as the Transferor or the persons exercising such right may think fit provided that for the avoidance of doubt this right shall not operate to prevent the Transferee or its successors in title to the Property or any part thereof from acquiring any right of light or air which it would otherwise acquire by passage of time

4. The right (in common with the Transferee and its successors and all others entitled) for the Transferor and its successors in title and their respective invitees servants agents licensees contractors and with or without workmen plant and equipment to pass and repass with or without vehicles or otherwise and at all times over and along

4.1 so much of the Property as the Transferee may allocate to enable access and egress to be gained to and from the existing woodland to the northeast of the Property for the purpose of managing the same

4.2 the access road shown coloured light blue on the Sale Plan for any and all purposes in connection with the Transferor's (and its successor's) use and enjoyment of that part of the Retained Land shown edged brown on the Retained Land Plan and the Avon Land

4.3 so much of the Property as the Transferee may allocate to enable the Transferor to carry out works associated with the erection of a bridge over DD2 the intended position of which is shown marked "X-Y" on the Sale Plan

Provided that the Transferor and its successors shall cause as little damage to the Property (other than fair wear and tear) as reasonably possible and shall (at its own expense) repair any damage which may howsoever be caused by the Transferor or its successors (as the case may be) (either themselves or through their respective agents servants workmen licensees or assignees) within one month of either the date on which damage is caused or the date of notice of such damage (whichever is the later) and furthermore the Transferor and its successors shall hold the Transferee and its successors harmless and keep them indemnified against any cost claim charge or other expense or demand arising out of or incidental to the Transferor's use of the Property"

The said Transfer contains the following provisions:-

1. In this Transfer:-

A: Property Register continued

1.1. "the Transferor" means The Northavon District Council of Council offices Castle Street Thornbury Bristol Avon and includes (unless otherwise expressed herein) its successors in title and its and their assigns tenants servants employees agents or other persons now or after the date of this Transfer duly authorised by them or by it or any of them

1.2. "the Transferee" means Carter Commercial Developments Limited whose registered office is situate at 13 David Mews Porter Street London W1M 1HW Company Registration No:1450022 and includes (except for the purposes of Clause 2 and unless otherwise expressed herein) its successors in title and its and their assigns tenants servants employees agents or other persons now or after the date of this Transfer duly authorised by them or by it or any of them

1.3. "the Avon Land" shall mean the land forming part of the title above referred to and shown edged blue on the Sale Plan

1.4. "the Bradley Stoke Documents" shall mean collectively the four following Agreements:-

1.4.1. "the Section 52 Agreement"

An Agreement dated 4th December 1986 made pursuant (inter alia) to Section 52 of the Town and Country Planning Act 1971 between Northavon District Council of the first part and 17 other parties relating to lands at Bradley Stoke of which the Property forms part

1.4.2. "the Landowners Agreement"

An Agreement dated 4th December 1986 made between Hughes Group (Holdings) Limited of the first part and 17 other parties relating to lands at Bradley Stoke of which the Property forms part and inter alia the establishment of a company known as Bradley Stoke Limited

1.4.3. "Deed of Grant of Easements"

An Agreement dated 4th December 1986 made between Northavon District Council of the first part and 16 other parties relating to lands at Bradley Stoke of which the Property forms part

1.4.4. "the Drainage Agreement"

An Agreement dated 4th December 1986 made between the Northavon District Council (1) Wessex Water Authority (2) relating to sewerage and land drainage matters in respect of lands at Bradley Stoke of which the Property forms part

1.5. "DD2" shall mean the part of the Common Infrastructure (as defined in the Landowners' Agreement) which comprises the road shown on the Common Infrastructure Plan attached to the Landowners Agreement as road DD2 (between points L and U) 1.6. "DD3 and DD4" shall mean the part of the Common Infrastructure (as defined in the Landowners' Agreement) which comprises the roads shown on the said Common Infrastructure Plan as roads DD3 and DD4 (between points S and U)

1.7. "the Development" shall mean the development to be carried out by the Transferee on the Property as more particularly defined in the Agreement between the Transferor (1) the Transferee (2) and ARC Properties Limited (3) dated 28th March 1991 (a copy of which definition is set out in Appendix C annexed hereto)

1.8. "the Mains Services" shall mean water gas electricity foul and surface water drainage and the pipes cables wires drains sewers and other means of conduct associated therewith

1.9. "the Perpetuity Period" shall mean the period of eighty years from the date hereof

1.10. "the Property" shall mean the land forming part of the title above referred to and shown edged red on the Sale Plan and the location of which is shown for identification only shaded grey on the Retained

A: Property Register continued

Land Plan

1.11. "the Retained Land" shall mean all that adjoining land of the Transferor as shown edged red on the Retained Land Plan (but excluding the Property)

1.12. "the Retained Land Plan" shall mean the plan entitled the Retained Land Plan annexed hereto

1.13. "the Sale Plan" shall mean the plan entitled the Sale Plan annexed hereto

1.14. words importing the masculine include the feminine and the neuter and vice versa

1.15. words importing the singular include the plural and vice versa

1.16. references to persons include bodies corporate and vice versa

1.17. save where the context otherwise requires all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly and severally

1.18. save where otherwise stated reference to numbered clauses paragraphs and schedules are references to the clauses paragraphs and schedules contained in this Transfer which are so numbered

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7. It is hereby agreed and declared as follows:

7.1. It is not intended that the Transferee shall be subject to the financial obligations of the Transferor under any of the Bradley Stoke Documents or any other obligations of the Transferor (other than as provided in Clause 3 herein) under the Bradley Stoke Documents and

7.2. The Transferee and its successors in title shall not merely by virtue of this Transfer acquire any right of light or air which would prejudice the free use and enjoyment of any adjoining land of the Transferor for building or for any other purpose but subject thereto this agreement and declaration shall not operate so as to prevent the Transferee and its successors in title to the Property or any part thereof from acquiring any right of light or air which it would otherwise acquire by passage of time"

The following is a copy of Appendix C referred to in clause 1.7 above:-

"APPENDIX C

The Development

(a) a retail superstore with the benefit of permission for unrestricted use for a shop for the retail sale of goods having a Gross internal Area of not less than 50,000 square feet and a Net Retail Area of not less than 30,000 square feet with catering facilities and a bakery and ancillary facilities with associated surface level car parking for not less than 500 cars and a petrol filling station capable of serving not less than eight cars simultaneously with a sales kiosk

(b) a leisure facility

(c) Unit shops and offices

(d) car parking for not less than 430 cars (in addition to the car parking referred to at paragraph (a) of this definition)

(e) a public piazza

(f) public conveniences

(g) service roads footways and other infrastructure to serve the buildings to be constructed on the Site

A: Property Register continued

(h) such other buildings and facilities for which a Satisfactory Planning Permission shall be issued pursuant to an Application

(i) the landscaping paving and surfacing of such parts of the Site as are not to be built over

(j) taxi rank and bus setting down/picking up point

and/or all such other buildings or other works as may be shown on the plans drawings sections and elevations prepared under Clauses 3(1) and/or 6(1) hereof and (where appropriate) approved by the Northavon District Council under the said Clauses 3(1) and/or 6(1) Provided That the Development shall not include any works or buildings to be constructed on the Avon Land or the Health Authority Land save to the extent that the Developer shall acquire the freehold interest in the Avon Land and/or the Health Authority Land (as the case may be) within twelve months from the date hereof"

7 (26.08.1993) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of other land lying to the south of the land in this title dated 17 December 1992 made between (1) Northavon District Council (Transferor) and (2) North Housing Association Limited (Transferee):-

"TOGETHER WITH the Rights Granted

EXCEPTING AND RESERVING to the Transferor in fee simple for the benefit of the Retained Land the Rights Exceptions and Reservations

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1.7 "the Rights Granted" means the rights set out in the Second Schedule

1.8 "the Rights Exceptions and Reservations" means the rights exceptions and reservations set out in the First Schedule

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THE FIRST SCHEDULE

(Rights Exceptions and Reservations)

1. The right (in common with the Transferee and all others entitled) of full and free passage and running of the Main Services and telephone and other services through the drains sewers pipes cables wires and other conducting media which may either now or within the Perpetuity Period be laid in through over or under the Property serving or capable of serving the Retained Land (or any part thereof).

2. The right to enter into and upon the Property on one week's notice in writing (save in the case of emergency) with or without workmen vehicles and machinery and materials for the purpose of constructing the mains services necessary to serve the Retained Land and of making connections to inspecting maintaining repairing cleansing replacing rebuilding and renewing the Mains Services and telephone and other services now or within the Perpetuity Period passing through over or under the Property and serving or capable of serving the Retained Land the person so doing causing as little damage as practicable and forthwith making good all damage occasioned by the exercise of such right PROVIDED THAT the rights hereby excepted and reserved shall not enable the laying of services beneath dwellings or other buildings now or in the future constructed on the Property

3. The right for the Transferor and its successors in title and their respective invitees licencees employees agents or workmen with or without vehicles plant and equipment to enter upon and pass along (as the case may be) that part of the Property comprising the roads and footways for the purpose of carrying out all necessary works in connection with the provision of Mains Services required to serve the

A: Property Register continued

Retained Land or any part thereof subject to the Transferor and its successors in title (as aforesaid) making good any damage caused in the exercise of this right

4. The right to develop build rebuild or execute any works upon the Retained Land in such manner as the Transferor or the persons exercising such right may think fit together with all rights of light and air and all other easements quasi-easements (if any) as may subsist at the date hereto or rights which may interfere with the full user of the Property and any building or buildings which are or may be erected on the Property or any part thereof PROVIDED THAT the exercise of the rights excepted and reserved under this paragraph shall not materially interfere with the use and enjoyment of the Property pursuant to any planning permission current at the date hereof

5. The Transfer does not include any right to free passage of light or air through any windows or openings in any building now standing or hereafter to be erected upon the Property

THE SECOND SCHEDULE

(Rights Granted)

1. The right (in common with the Transferor and all others entitled) for the Transferee and its successors in title and their respective invitees to pass and repass with or without vehicles plant and equipment or otherwise and at all times over and along that part of the Retained Land comprising so much of Brook Way and Savages Wood Road as is not yet adopted as highway maintainable at the public expense

For all reasonable purposes in connection with gaining access to and egress from the Propety or any part thereof for the carrying out of the development of the Property and the residential occupation of such dwellings PROVIDED THAT

(i) such right shall cease and determine absolutely upon the adoption of the said roads as highways maintainable at the public expense

(ii) in using the roads on the Retained Land pursuant to the Deed of Grant of Easement (and all other roads within Bradley Stoke which are not yet adopted as highways maintainable at the public expense) the Transferee shall take all reasonable steps to safeguard the structure and condition of the roads and cause as little damage thereto (other than fair wear and tear) as reasonably possible and shall (at its own expense) repair any damage which may howsoever be caused by the Transferee (either itself or through its agents servants workmen licensees or assignees) save as aforesaid within one month of either the date on which the damage is caused or the date of notice of such damage (whichever is the later) and further again the Transferee shall hold the Transferor harmless and keep the Transferor indemnified against any cost claim charge or other expense or demand arising out of or incidental to the Transferee's use of the said road

(iii) until adoption (as aforesaid) the Transferee shall make a reasonable contribution towards the cleaning of the said roads

2. The right (in common with the Transferor and all others entitled) of full and free passage and running of water soil gas electricity and telephone services through the drains sewers pipes cables wires and other conducting media which may either now or within the Perpetuity Period be laid in through or over the Retained Land and serving or capable of serving the Property

3. The right to enter into and upon the Retained Land on one week's notice in writing (Save in the case of emergency) with or without workmen vehicles and machinery and materials for the purpose of constructing the Mains Services and telephone and other services necessary to serve the Property (in positions previously approved by the Transferor) and of making connections to (but not so as to surcharge the same) inspecting maintaining repairing cleansing replacing rebuilding and renewing the Mains Services telephone and other services now or within the Perpetuity Period passing through over or under the Retained Land and serving or capable of serving the

A: Property Register continued

Property (or any separate part thereof) the person so doing causing as little damage as practicable and forthwith making good all damage occasioned by the exercise of such right PROVIDED THAT the rights hereby granted shall not enable the laying of services beneath any buildings now or in the future constructed or in any location in which it is intended to construct buildings or which would in the Transferor's opinion unduly restrict the future development of the Retained Land.

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1.12 "the Completion Date" means the date of this Transfer

1.13 "the Mains Services" means water gas electricity foul and surface water drainage and the pipes cables wires drains sewers and other means of conduit associated therewith.

1.19 "the Perpetuity Period" means the period of twenty years from the Completion Date."

NOTE: The land in this title forms part of the retained land referred to.

8 (22.09.1993) The land has the benefit of the following rights reserved by the Transfer dated 13 August 1993 referred to in the Charges Register:-

"EXCEPTING AND RESERVING to the Transferor in fee simple for the benefit of the Retained Land the Rights Exceptions and Reservations

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THE FIRST SCHEDULE

(Rights Exceptions and Reservations)

1. The right (in common with the Transferee and all others entitled) of full and free passage and running of the Main Services and telephone and other services through the drains sewers pipes cables wires and other conducting media which may either now or within the Perpetuity Period be laid in through over or under the Property serving or capable of serving the Retained Land (or any part thereof).

2. The right to enter into and upon the Property on one week's notice in writing (save in the case of emergency) with or without workmen vehicles and machinery and materials for the purpose of constructing the mains services necessary to serve the Retained Land and of making connections to inspecting maintaining repairing cleansing replacing rebuilding and renewing the Mains Services and telephone and other services now or within the Perpetuity Period passing through over or under the Property and serving or capable of serving the Retained Land the person so doing causing as little damage as practicable and forthwith making good all damage occasioned by the exercise of such right PROVIDED THAT the rights hereby excepted and reserved shall not enable the laying of services beneath dwellings or other buildings now or in the future constructed on the Property

3. The right for the Transferor and its successors in title and their respective invitees licencees employees agents or workmen with or without vehicles plant and equipment to enter upon and pass along (as the case may be) that part of the Property comprising the roads and footways for the purpose of carrying out all necessary works in connection with the provision of Mains Services required to serve the Retained Land or any part thereof subject to the Transferor and its successors in title (as aforesaid) making good any damage caused in the exercise of this right

4. The right to develop build rebuild or execute any works upon the Retained Land in such manner as the Transferor or the persons exercising such right may think fit together with all rights of light and air and all other easements quasi-easements (if any) as may subsist

A: Property Register continued

at the date hereto or rights which may interfere with the full user of the Property any any building or buildings which are or may be erected on the Property or any part thereof PROVIDED THAT the exercise of the rights excepted and reserved under this paragraph shall not materially interfere with the use and enjoyment of the Property pursuant to any planning permission current at the date hereof."

NOTE: The 'Retained Land' includes the land in this title. The 'Property' is the land transferred lying to the south of the land in this title and registered under title number AV231677.

9 (21.01.1994) The land has the benefit of rights reserved by the Transfer dated 10 December 1993 referred to in the Charges Register identical to those reserved by the Transfer dated 13 August 1993 referred to above.

10 (24.12.1993) The land has the benefit of the following rights reserved by the Transfer dated 15 December 1993 referred to in the Charges Register:-

"Excepting and Reserving unto the Transferor for the benefit of all that adjoining or neighbouring land of the Transferor (hereinafter referred to as "the Retained Land") as shown by hatching on the Plan annexed hereto and numbered 2 (hereinafter referred to as 'Plan 2') the rights easements and matters set out in the Second Schedule hereto

THE SECOND SCHEDULE

1. The right (in common with the Transferee and all others entitled) of full and free passage and running of the Main Services and telephone services through the drains, sewer, pipes, cables, wires and other conducting media which may either now or within the Perpetuity Period be laid in, through, over or under the property serving, or capable of serving, the Retained Land (or any part thereof)

2. The right to enter into and upon the Property on one week's notice in writing (save in the case of emergency) with or without workmen and machinery and materials for the purpose of making connections to inspecting, maintaining, repairing, cleansing, replacing, rebuilding, renewing and enlarging the Mains Services and telephone services now or within the Perpetuity Period passing through, over or under the Property and serving, or capable of serving, the Retained land the person so doing causing as little damage as practicable and forthwith making good all damage occasioned by the exercise of such rights PROVIDED THAT the rights hereby excepted and reserved shall not enable the laying of services beneath dwellings or other build now or in the future constructed on the Property

3. The right to develop, build, rebuild or execute any works upon the Retained land in such manner as the Transferor or the persons exercising such right may think fit together with all rights of light and air and all other easements quasi-easements or rights which may interfere with the full user of the Property and any building or buildings which are, or may be, erected on the Property or any part thereof PROVIDED THAT the exercise of the rights excepted and reserved under this paragraph shall not materially interfere with the use and enjoyment of the Property pursuant to the planning permission current at the date hereof."

NOTE: The land in this title forms part of the Retained Land. The Property is the land transferred which lies to the south-west of the land in this title and is registered under Title No AV234717.

11 (20.01.1994) The land has the benefit of the following rights reserved by the Transfer dated 22 December 1993 referred to in the Charges Register:-

"Excepting and Reserving unto the Transferor for the benefit of all that adjoining or neighbouring land of the Transferor (hereinafter referred to as "the Retained Land") as shown by black hatching on the plan annexed hereto and numbered 2 (hereinafter referred to as "Plan 2") the rights easements and matters set out in the Second Schedule hereto

A: Property Register continued

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THE SECOND SCHEDULE

1. The right (in common with the Transferee and all others entitled) of full and free passage and running of water, gas, electricity, telephone and cable, foul and surface water drainage through the drains, sewer, pipes, cables, wires and other conducting media which may either now or within a period of eighty years from the date hereof (hereinafter called "the Perpetuity Period") be laid in, through, over or under the Property serving or capable of serving, the Retained Land (or any part thereof)

2. The right to enter into and upon the Property on one week's notice in writing (save in the case of emergency) with or without workmen and machinery and materials for the purpose of making connections to inspecting, maintaining, repairing, cleansing, replacing, rebuilding, renewing and enlarging the pipes, cables, wires, drains, sewers and other means of conduct associated therewith and telephone services now or within the Perpetuity Period passing through, over or under the Property and serving, or capable of serving, the Retained Land the person so doing causing as little damage as practicable and forthwith making good all damage occasioned by the exercise of such rights PROVIDED THAT the rights hereby excepted and reserved shall not enable the laying of services beneath dwellings or other buildings now or in the future constructed on the Property

3. The right to develop, build, rebuild or execute any works upon the Retained Land in such manner as the Transferor or the persons exercising such right may think fit together with all rights of light and air and all other easements quasi-easements or rights which may interfere with the full user of the Property and any building or buildings which are, or may be, erected on the Property or any part thereof PROVIDED THAT the exercise of the rights excepted and reserved under this paragraph shall not materially interfere with the use and enjoyment of the Property pursuant to the planning permission current at the date hereof."

NOTE: The 'Retained Land' includes the land in this title. The 'Property' is the land transferred lying to the South West of the land in this title registered under title number AV235486.

12 (03.02.1994) The land has the benefit of the following rights reserved by the Transfer dated 22 December 1993 referred to in the Charges Register:-

"Reserving the rights for the benefit of the Retained Land set out in the Second Schedule hereto

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THE SECOND SCHEDULE

Rights reserved for the benefit of the Retained Land

1. The right (in common with the Transferee and all others entitled) of full and free passage and running of the Main Services and telephone services through the drains sewers pipes cables wires and other conducting media which may either now or within the Perpetuity Period be laid in through over or under the Property serving or capable of serving the Retained Land (or any part thereof)

2. The right to enter into and upon the Property on one weeks notice in writing (save in the case of emergency) with or without workmen and machinery and materials for the purpose of making connections to inspecting maintaining repairing cleansing replacing rebuilding renewing and enlarging the Mains Services now or within the Perpetuity Period passing through over or under the Property and serving or capable of serving the Retained Land the person so doing causing as little damage as practicable and forthwith making good all damage

A: Property Register continued

occasioned by the exercise of such right PROVIDED THAT the rights hereby reserved shall not enable the laying of services beneath dwellings or other buildings now or in the future constructed on the Property

3. The right to develop build rebuild or execute any works upon the Retained Land in such manner as the Transferor or the persons exercising such right may think fit together with all rights of light and air and all other easements quasi-easements or rights which may interfere with the full user of the Property and any part thereof PROVIDED THAT the exercise of the rights reserved under this paragraph shall not materially interfere with the use and enjoyment of the Property pursuant to the planning permission current at the date hereof."

NOTE: The 'Retained Land' includes the land in this title. The 'Property' in the land transferred lying to the south west of the land in this title registered under title number AV235905.

13 (23.09.1994) The land has the benefit of the rights reserved by the Transfer dated 14 June 1994 referred to in the Charges Register identical to those reserved by the Transfer dated 13 August 1993 referred to above.

14 (23.04.1998) The land has the benefit of the following rights reserved by the Transfer dated 3 April 1998 referred to in the Charges Register:-

"Excepting and reserving the rights set out in Schedule 1

THE FIRST SCHEDULE

Rights Excepted and Reserved

There are excepted and reserved out of the Property for the benefit of the Retained Land and each and every part of it the following rights (in common with all persons entitled to the same) for the Seller and its successors in title to the Retained Land and each and every part of it:-

1. The right (in common with the Buyer and all others entitled) of full and free passage and running of the Mains Services through the drains sewers pipes cables wires and other conducting media which may either now or within the Perpetuity Period be laid in through over or under the Property serving or capable of serving the Retained Land (or any part thereof)

2. The right to enter into and upon the Property on one weeks notice in writing (save in the case of emergency) with or without workmen and machinery and materials for the purpose of making connections to inspecting maintaining repairing cleansing replacing rebuilding renewing and enlarging the Mains Services now or within the Perpetuity Period passing through over or under the Property and serving or capable of serving the Retained Land the person so doing causing as little damage as practicable and forthwith making good all damage occasioned by the exercise of such right PROVIDED THAT the rights hereby excepted and reserved shall not enable the laying of services beneath dwellings or other buildings now or in the future constructed on the Property

3. The right to develop build rebuild or execute any works upon the Retained Land in such manner as the Seller or the persons exercising such rights may think fit together with all rights of light and air and all

other easements quasi-easements or rights which may interfere with the full use of the Property or any part thereof PROVIDED THAT the exercise of the rights excepted and reserved under this paragraph shall not materially interfere with the use and enjoyment of the Property pursuant to the planning permissions current at the date hereof."

"DEFINITIONS

A: Property Register continued

3. For the purposes of this Deed the following expressions shall have the meanings given to them below:

Expression	Meaning
3.1 "the Bradley Stoke Documents"	the four documents listed below:
the Section 52 Agreement	an Agreement dated 4th December 1986 made pursuant (inter alia) to Section 52 of the Town & Country Planning Act 1971 between (1) Northavon District Council and (2) 17 other parties relating to land at Bradley Stoke of which the Property forms part
the Landowners Agreement	an Agreement dated 4th December 1986 made between (1) Hughes Group Holdings Limited and (2) 17 other parties relating to land at Bradley Stoke of which the Property forms part and
inter Stoke	alia the establishment of Bradley Limited
the Deed of Grant of Easements	an Agreement dated 4th December 1986 between (1) Northavon District Council and (2) 16 other parties relating to lands at Bradley Stoke of which the Property forms part
the Drainage Agreement relating	an Agreement dated 4th December 1986 between (1) Northavon District Council and (2) Wessex Water Authority to sewage and land drainage matters in respect of lands at Bradley Stoke of which the Property forms part
3.2 "the Buyer"	the party named in clauses 2.2
3.3 "Perpetuity Period" date	the period of twenty years from the of this Transfer
3.4 "the Property"	the land edged red on the Sale Plan forming site AG/AH Bradley Stoke South Gloucestershire containing an area of 1.76 hectares (4.35 acres) or thereabouts and forming part of the land in the above title
3.5 "the Retained Land" Plan	the adjoining land of the Seller hatched black on the Retained Land
3.6 "the Retained Land Plan"	the attached plan so marked
3.7 "the Sale Plan"	the attached plan so marked
3.8 "the Seller"	the party named in clause 2.1
3.9 "Mains Services" the	water gas electricity telephone/cable foul and surface water drainage and pipes cables wires drains sewers and other means of conduct associated therewith".

NOTE: The land remaining in the title forms part of the retained land

A: Property Register continued

referred to.

15 (02.06.2003) The land has the benefit of the rights reserved by but is subject to the easements granted by the Transfer dated 30 January 2003 referred to in the Charges Register.

16 (16.08.2006) The land has the benefit of the rights reserved by a Transfer of the land edged and numbered GR296465 in green on the title plan dated 2 June 2006 made between (1) South Gloucestershire District Council and (2) David Wilson Homes Limited.

NOTE: Copy filed under GR296465.

17 (21.02.2007) By a Deed of Rectification dated 15 February 2007 made between (1) South Gloucestershire District Council and (2) Tesco Stores Limited the plans to the Transfer dated 30 January 2003 referred to in the Charges Register were rectified.

NOTE: Copy deed filed under GR261323.

18 (05.01.2012) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

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 (18.08.1987) PROPRIETOR: SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL of The Council Offices, Castle Street, Thornbury, South Gloucestershire BS35 1HF.

C: Charges Register

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

1 (18.08.1987) The land is subject to the rights granted by a Deed dated 4 December 1986 made between Northavon District Council and seventeen other parties therein named to facilitate the development of the Development Site therein defined of which the land in this title forms part.

NOTE: This Deed also contains covenants and provisions and an agreement to grant further easements which affect the land in this title.

2 (02.03.1989) The land is subject to the following rights granted by a Transfer of land to the south of the land in this title dated 16 December 1988 made between (1) Northavon District Council (Transferor) and (2) Comben Homes Limited (Transferee):-

"There are included for the benefit of the Property the rights easements licences and other matters set out in the Third Schedule (which are intended to comprise all rights reasonably required for carrying out the Works and developing the Property)

THE THIRD SCHEDULE

Rights granted in respect of the Property

over the Retained Land

The right (in common with the Transferor and all others entitled) of full and free passage and running of water soil gas electricity and telephone services through the drains sewers pipes cable wires and other conducting media which may either now or within the Perpetuity Period be laid in through or over the Retained land and serving or capable of serving the Property."

C: Charges Register continued

NOTE: The property is registered under title number AV176004.

- 3 (09.05.1991) A Transfer of the land edged and numbered AV206348 in green on the title plan and other land dated 28 March 1991 made between (1) Northavon District Council (Transferor) and (2) Carter Commercial Developments Limited (Transferee) contains covenants by the vendor details of which are set out in the Schedule of Restrictive Covenants hereto:-

NOTE: The Sale Plan and the Retained Land Plan referred to are now supplementary plan No'd 1 and 2 to the filed plan of title AV237151 and copies filed.

- 4 (22.09.1993) The land is subject to the following rights granted by a Transfer of other land lying to the south of the land in this title dated 13 August 1993 made between (1) Northavon District Council (Transferor) and (2) North Housing Association Limited (Transferee):-

"TOGETHER WITH the Rights Granted

.....
..

THE SECOND SCHEDULE

(Rights Granted)

1. The right (in common with the Transferor and all others entitled) for the Transferee and its successors in title and their respective invitees to pass and repass with or without vehicles plant and equipment or otherwise and at all times over and along that part of the Retained Land comprising so much of Brook Way and Savages Wood Road as is not yet adopted as highway maintainable at the public expense

For all reasonable purposes in connection with gaining access to and egress from the Property or any part thereof for the carrying out of the development of the Property and the residential occupation of such dwellings PROVIDED THAT

(i) such right shall cease and determine absolutely upon the adoption of the said roads as highways maintainable at the public expense

(ii) in using the roads on the Retained Land pursuant to the Deed of Grant of Easement (and all other roads within Bradley Stoke which are not yet adopted as highways maintainable at the public expense) the Transferee shall take all reasonable steps to safeguard the structure and condition of the roads and cause as little damage thereto (other than fair wear and tear) as reasonably possible and shall (at its own expense) repair any damage which may howsoever be caused by the Transferee (either itself or through its agents servants workmen licensees or assignees) save as aforesaid within one month of either the date on which the damage is caused or the date of notice of such damage (whichever is the later) and further again the Transferee shall hold the Transferor harmless and keep the Transferor indemnified against any cost claim charge or other expense of demand arising out of or incidental to the Transferee's use of the said road

(iii) until adoption (as aforesaid) the Transferee shall make a reasonable contribution towards the cleaning of the said roads

2. The right (in common with the Transferor and all others entitled) of full and free passage and running of water soil gas electricity and telephone services through the drains sewers pipes cables wires and other conducting media which may either now or within the Perpetuity Period be laid in through or over the Retained Land and serving or capable of serving the Property

3. The right to enter into and upon the Retained Land on one week's notice in writing (Save in the case of emergency with or without workmen vehicles and machinery and materials for the purpose of constructing the Mains Services and telephone and other services necessary to serve the Property (in positions previously approved by

C: Charges Register continued

the Transferor) and of making connections to (but not so as to surcharge the same) inspecting maintaining repairing cleansing replacing rebuilding and renewing the Mains Services telephone and other services now or within the Perpetuity Period passing through over or under the Retained Land and serving or capable of serving the Property (or any separate part thereof) the person so doing causing as little damage as practicable and forthwith making good all damage occasioned by the exercise of such right PROVIDED THAT the rights hereby granted shall not enable the laying of services beneath any buildings now or in the future constructed or in any location in which it is intended to construct buildings or which would in the Transferor's opinion unduly restrict the future development of the Retained Land."

NOTE: The 'Property' is the land transferred registered under title number AV231677. The 'Retained land' includes the land in this title.

5 (21.01.1994) The land is subject to rights granted by a Transfer of other land lying to the South of the land in this title dated 10 December 1993 made between (1) Northavon District Council and (2) North Housing Association Limited identical to those granted by the Transfer dated 13 August 1993 referred to above.

NOTE: The land transferred was registered under title number AV235555.

6 (24.12.1993) The land is subject to the following rights granted by a Transfer of other land lying to the south west of the land in this title dated 15 December 1993 made between (1) Northavon District Council (Transferor) and (2) Wimpey Homes Holdings Limited (Transferee):-

"Together With the rights easements licence or other matter for the benefit of the Transferee and its successors in title as set out in the First Schedule hereto (which rights are intended to comprise all rights or licences reasonably required for the carrying out of development on the Property)

THE FIRST SCHEDULE

1. The right (in common with the Transferor and all others entitled) for the Transferee and its successors in title and their respective invitees to pass and repass with or without vehicles or otherwise and at all times over and along Brook Way and Savages Wood Road for all reasonable purposes in connection with gaining access to and egress from the Property or any part thereof for the carrying out of the development of the Property and the subsequent sale of dwellings comprised therein and the residential occupation of such dwellings PROVIDED THAT such right shall cease and determine absolutely upon the adoption of the said roads as highways maintainable at the public expense

2. The right (in common with the Transferor and all others entitled) of full and free passage and running of water, soil, gas, electricity and telephone services through the drains, sewers, pipes, cables, wires and other conducting media existing at the date hereof and serving or capable of serving the Property. Together with a right of entry onto Savages Wood Road for the purpose of making connections to the services of water, gas, electricity, telephone cable, foul and surface water drainage and the pipes, cables, wires, drains, sewers and other means of conduct associated therewith (hereinafter referred to as 'the Mains Services') and thereafter to use inspect maintain repair cleanse replace and renew such connections subject to causing as little damage as practicable to and forthwith reinstating Savages Wood Road to adoptable standard and making good all damage occasioned by the exercise of such right to the satisfaction of Bradley Stoke Limited and/or the Transferor

.....
..

4. As necessary the right to lay the connecting pipes under the Retained land to the existing foul and surface water sewers near to the south western corner of the Property in such positions as are agreed

C: Charges Register continued

with the Transferor and so as to not prejudice any future development of the Retained Land the Transferors agreement not to be unreasonably withheld or delayed."

NOTE: The property is the land transferred which is registered under Title No AV234717. The land in this title forms part of the Retained land.

7 (20.01.1994) The land is subject to the following rights granted by a Transfer of other land lying to the south west of the land in this title dated 22 December 1993 made between (1) Northavon District Council and (2) Ideal Homes South West Limited:-

"Together with the rights easements licence or other matter for the benefit of the Transferee and its successors in title as set out in the First Schedule hereto (which rights are intended to comprise all rights or licences reasonably required for the carrying out of development on the Property)

.....
..

THE FIRST SCHEDULE

1. The right (in common with the Transferor and all others entitled) for the Transferee and its successors in title and their respective invitees to pass and repass with or without vehicles or otherwise and at all times over and along Brook Way and Kemperley Way for all reasonable purposes in connection with gaining access to and egress from the Property or any part thereof for the carrying out of the development of the Property and the subsequent sale of dwellings comprised therein and the residential occupation of such dwellings PROVIDED THAT such right shall cease and determine absolutely upon the adoption of the said roads as highways maintainable at the public expense

2. The right (in common with the Transferor and all others entitled) of full and free passage and running of water, soil, gas, electricity and telephone services through the drains, sewers, pipes, cables, wires and other conducting media existing in the Retained Land at the date hereof and serving or capable of serving the Property

.....
..

PROVIDED THAT the Transferee shall hold the Transferor harmless and keep the transferor indemnified against any cost claim charge or other expense or demand arising out of or incidental to the exercise of the rights set out in this schedule."

NOTE: The 'Property' in the land transferred registered under title number AV235486. The 'Retained Land' includes the land in this title.

8 (03.02.1994) The land is subject to the following rights granted by a Transfer of other land lying to the south west of the land in this title dated 22 December 1993 made between (1) Northavon District Council and (2) John Mowlem Homes Limited:-

"THE Property is transferred to the Transferee together with the benefit of the rights set out in the First Schedule hereto

.....
..

THE FIRST SCHEDULE

Rights granted for the benefit of the Property

1. The right (in common with the Transferor and all others entitled) for the Transferee and its successors in title and their respective invitees to pass and repass with or without vehicles or otherwise and at all times over and along that part of the Retained Land known as Brook Way and Kemperley Way for all reasonable purposes in connection

C: Charges Register continued

with gaining access to and egress from the Property or any part thereof for the carrying out of the development of the Property and the subsequent sale of dwellings comprised therein and the residential occupation of such dwellings PROVIDED THAT such right shall cease and determine absolutely upon the adoption of the said roads as highways maintainable at the public expense."

NOTE: The 'Retained Land' includes the land in this title. The 'Property' is the land transferred registered under title number AV235905.

9 (23.09.1994) The land is subject to the rights granted by a Transfer of other land lying to the south of the land in this title dated 14 June 1994 made between (1) Northavon District Council and (2) North Housing Association Limited identical to those granted by the Transfer dated 13 August 1993 referred to above except that Kemperley Way is substituted for Savages Wood Road mentioned in clause 1.

10 (23.04.1998) The land is subject to the following rights granted by a Transfer of the land edged and numbered GR202000 in green on the title plan dated 3 April 1998 made between (1) South Gloucestershire District Council (Seller) and (2) David Wilson Homes Limited (Buyer):-

"With the benefit of the rights granted in Schedule 2

THE SECOND SCHEDULE

Rights Granted in Respect of the Property Over the Retained Land

There are granted out of the Retained Land for the benefit of the Property and each and every part of it the following rights (in common with all persons entitled to the same) for the Buyer and its successors in title to the Property and each and every part of it:-

1. The right (in common with the Seller and all others entitled) for the Buyer and its successors in title and its respective invitees to pass and repass with or without vehicles at all times over and along that part of a new road known as Manor Farm Crescent shown cross hatched black on the Sale Plan for all reasonable purposes in connection with gaining access to and egress from the Property or any part thereof for the carrying out of the development of the Property and the subsequent sale of dwellings comprised therein and the residential occupation of such dwellings PROVIDED THAT such right shall cease and determine absolutely upon the adoption of the said road as highway maintainable at the public expense.

2. The right (in common with the Seller and all others entitled) for the Buyer and its successor in title to connect into the foul and surface water sewers laid in the said new road known as Manor Farm Crescent within the Perpetuity Period and to enter thereon upon giving the Seller reasonable notice in writing (except in case of emergency) for the purpose of making such connection and maintaining repairing cleansing or renewing the same PROVIDED THAT such right shall cease and determine absolutely upon the adoption of the same as sewers maintainable at the public expense.

3. The right (in common with the Vendor and all others entitled) of full and free passage and running of water, soil, gas, electricity and telephone services through the drains, sewers, pipes, cables, wires and other conducting media existing at the date of the Transfer and serving or capable of serving the Property.

4. The rights specified in paragraphs 1 and 2 of this Schedule are granted subject to the Buyer causing as little damage as possible to the said new road known as Manor Farm Crescent and the said foul and surface water sewers and making good any damage so caused to the satisfaction of the Seller and indemnifying the Seller against any actions costs claims and liabilities whatsoever arising from the exercise of such rights."

NOTE 1: The land remaining in the title forms part of retained land referred to

C: Charges Register continued

NOTE 2: Copy Transfer plans filed under GR202000.

- 11 (02.06.2003) A Transfer of the land edged and numbered GR261323 and GR261323A in green on the title plan and other land dated 30 January 2003 made between (1) South Gloucestershire District Council and (2) Tesco Stores Limited contains restrictive covenants by the Transferor.

NOTE: Copy in filed under GR261323.

- 12 (14.07.2003) A Transfer of the land edged and numbered GR262950 in green on the filed plan dated 7 July 2003 made between (1) South Gloucestershire District Council and (2) Wilson Connolly Limited contains restrictive covenants by the Transferor.

NOTE: Copy filed under GR262950.

- 13 (14.07.2003) The land is subject to the rights granted by the Transfer dated 7 July 2003 referred to above.
- 14 (08.12.2005) 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.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 28 March 1991 referred to in the Charges Register:-

"4. For the purpose only of affording to the Transferee a full and sufficient indemnity but not further or otherwise the Transferor and the persons deriving title under it will at all times observe and perform the covenants restrictions agreements obligations and all other matters in the part of the Transferor (in its capacity as landowner only and not further or otherwise) contained in the Bradley Stoke Documents and will so far as aforesaid indemnify and keep indemnified the Transferee and its estate and effects from and against all actions claims and demands in respect of any non-observance or non-performance thereof

.....
 ..

- 6. The Transferor hereby covenants with the Transferee in the terms set out in the Fourth Schedule hereto

.....
 ..

The Fourth Schedule

Covenants on the part of the Transferor

- 1. The Transferor hereby covenants on behalf of itself and its successors in title to each and every part of the Avon Land (to the intent that neither the Transferor or those deriving title under it shall be liable for any breach of such covenants which may occur on or in respect of the Avon Land or any part thereof after the Transferor or those deriving title under it (as the case may be) to the extent that it shall have parted with its interest therein and to the further intent that such covenants shall cease to apply to the Avon Land in the event that the same shall at any time be transferred to the Transferee) with the Transferee and its successors in title to each and every part of the Property:-

1.1 That until development commences on the Avon Land the Transferor shall grant licence to the Transferee to procure that each and every part of the Avon Land shall be maintained in a neat and tidy condition such that the same shall not detract from the appearance of the Development as a whole provided that such licence shall be determinable upon twenty eight days' written notice provided further however that in the event of such licence being determined as aforesaid the Transferor shall itself maintain or procure the maintenance of the said land in a

Schedule of restrictive covenants continued

neat and tidy condition

1.2 That any buildings and other erections to be constructed upon the Avon Land within a period of twenty one years from the date hereof shall be of a design and appearance which shall accord with and be sympathetic to the design and appearance of the buildings and erections at that time constructed (or intended to be constructed) upon the Property

1.3 That following the construction of any buildings or other erections upon the Avon Land all such buildings and erections and all external and landscaped areas shall at all times thereafter be maintained in a state of repair and condition which shall not detract from the appearance of the Development as a whole

1.4 Following the practical completion of development of the Avon Land (or any part thereof) (as the case may be) to pay or procure the payment to the Transferee (or as it shall direct) without any deduction an annual service charge in the manner set out in Appendix B annexed hereto

1.5 To enter into a Deed of Covenant in the form of the agreed draft annexed hereto (Appendix A) with the management company (to be incorporated by the Transferee for the purpose of managing and administering the common parts of the Development) within fourteen days of a demand by the Transferee to such effect

1.6 Not to transfer the whole or any part or parts of the Avon Land without first procuring that such transferee covenants in respect of the Avon Land with the Transferee (or its successor in title for the time being of the freehold interest in the Property as a whole) and with the said management company expressed to be for the benefit of the Property and in the same form (mutatis mutandis) as the covenants contained in this paragraph 1 and also to procure that all such transferees shall enter into a Deed of Covenant with the said management company and based upon the form referred to at paragraph 1.5 hereinbefore contained and shall take up the appropriate number and class of shares in the said management company to be allotted free of charge to such transferee in accordance with the said management company's Memorandum and Articles of Association

Not to use or permit the use of the whole or any part of the Avon Land as a retail store or stores wholly or primarily for the sale of food or consumption off the premises provided always that the foregoing provision shall not apply to any retail unit or units used wholly or primarily for any purpose falling within plan A 3 of the Schedule to the Town and Country Planning (use Classes) Order 1987 as enacted at the date hereof

2. The Transferor hereby covenants on behalf of itself and its successors in title with the Purchaser and its successors in title to each and every part of the Property that the strips of land shown coloured brown and yellow hatched brown on the Sale Plan (forming part of the Retained Land) will be used for highway and/or landscaping purposes only and that no buildings or erections whatsoever shall at any time be erected thereon

APPENDIX A

DEED

THIS DEED is made the day of 199 between NORTHAVON DISTRICT COUNCIL of Council Offices, Castle Street, Thornbury, Bristol in the County of Avon (hereinafter called "the District Council") of the first part CARTER COMMERCIAL DEVELOPMENTS LIMITED whose registered office is situate at 13 David Mews, Porter Street, London, W1M 1HW (hereinafter called "the Developer") of the second part and (management company) LIMITED whose registered office is at("the Company") of the third part

WHEREAS:-

(1) By the 1991 Transfer (as hereinafter defined) the land shown edged

Schedule of restrictive covenants continued

red on the plan annexed hereto was transferred by the District Council to the Developer in fee simple upon the terms therein set out

(2) in the 1991 Transfer the District Council covenanted with the Developer (inter alia) that it would enter into this Deed with the Company

(3) The parties hereto have agreed to enter into this Deed in the manner hereinafter provided

NOW THIS DEED WITNESSES as follows:-

1.1. the "1991 Transfer": the Transfer dated theday of 199(1) and made between the District Council (1) and (the Developer) (2)

1.2 the "Relevant Date": the date upon which the Developer shall notify the District Council in writing that it shall have passed to the Company the right to collect the Service Charge from the District Council

1.3. the "Service Charge": the service charge payable pursuant to (paragraph 1.4 of the Fourth Schedule) to the 1991 Transfer in respect of either or both of the Avon Land and the Health Authority Land (as therein defined) as the case may be

2. In consideration of the acknowledgement hereinafter contained the District Council hereby covenants with the Company that it will perform and observe the covenants on its part contained in (the Fourth Schedule) to the 1991 Transfer

3. In consideration of the covenant hereinbefore contained the Developer hereby acknowledges that with effect from the Relevant Date all further Service Charge payments shall be paid only to the Company rather than to the Developer

4. It is hereby agreed and declared that any references to "the Developer" or "Developer's" in (Appendix B and C) to the 1991 Transfer shall henceforth be construed as including (and as having always included) also references to the "Management Company" or "Management Company's" as the case may be

5. In this Deed unless the context otherwise requires the expressions "the District Council" "the Developer" and "the Company" shall be deemed to include their respective successors in title and the persons claiming through or under them

IN WITNESS WHEREOF this Deed has been duly executed the day and year first before written

APPENDIX B AVON LAND

PART 1

In this Appendix unless the context otherwise requires

the following expressions shall have the following meanings:-

"Certificate" signed	the certificate furnished annually and by the Developer's auditor acting as an expert and not as an arbitrator and so soon after the end of the Relevant Financial Year as may be practicable and relating to such year which certificate shall contain a fair summary of the Developer's Expenses for the Relevant Financial Year and a summary of the relevant details and figures forming the basis of the Service Charge
"Common Parts"	all parts of the Estate which are not included in or are not designed to be included in a demise which includes premises

Schedule of restrictive covenants continued

	intended for exclusive beneficial occupation under a lease containing (inter alia) provisions in similar form to the provisions of this Appendix
"Estate" the	all that property intended to be known as Bradley Stoke District Centre Bristol Avon as the same is for the purpose of identification shown edged blue on the Sale Plan
"Financial Year"	the year ending on the Thirtieth day of September in each year or such other date as the Developer may in its discretion from time to time determine and the expression "Relevant Financial Year" shall be construed accordingly
"Developer's Expenses"	the expenses outgoings and other expenditure incurred by or at the direction of the Developer under the heads of expenditure (including items added under the provision for review thereof) set out in Part II of this Appendix which have been actually disbursed incurred or made by or at the direction of the Developer during the Relevant Financial Year and such reasonable part of all such expenses outgoings and expenditure which are of a periodically recurring nature (whether recurring by regular or irregular intervals) whenever disbursed incurred or made and whether prior to the date hereof or otherwise including a sum or sums of money by way of reasonable provision for anticipated expenditure in respect thereof or for replacement or depreciation as the Developer or the Developer's Surveyor (as the case may be) may in their discretion allocate to the Relevant Financial Year as being fair and reasonable in the circumstances
"Developer's Surveyor"	any firm of surveyors or a surveyor employed by the Developer appointed by or acting for the Developer to perform the role or function of a surveyor for any purpose under this Appendix and who shall be notified to the District Council
"the Management Company"	() Limited
"Service Charge"	the amounts payable by the District Council pursuant to its covenant in that respect and to the provisions contained in this Appendix
"Services" other	the services rendered works undertaken and obligations assumed by the Developer under the provisions of this Appendix and any services provided at the cost of the Developer to the Estate or for the general benefit of the tenants and/or occupiers thereof

PART II

Particulars of the Developer's Expenses

All costs and expenses whatsoever incurred by or at the direction of the Developer in and about the provision of the Services which without

Schedule of restrictive covenants continued

prejudice to the generality thereof shall include the costs (inclusive of Value Added Tax or other similar tax thereon insofar as the same is irrecoverable by the Developer) of:-

(1) making repairing maintaining rebuilding renewing replacing lighting insuring connecting and cleansing all ways roads pavements service yards car parks sewers drains pipes channels watercourses gutters wires cables boundary walls fences party walls structured public toilets (including providing toilet supplies) open areas and other conveniences which shall at any time belong to or be used for the Avon Land in common with other premises near or adjoining thereto

(2) (without prejudice to the generality of paragraph (1) above) renewing replacing repairing resurfacing maintaining rebuilding and cleansing all ways roads pavements footpaths open areas sewers drains pipes and watercourses which are now constructed laid or installed upon the Common Parts until the same or any part of them are adopted by the local authority and repairable by the public at large

(3) making repairing maintaining rebuilding and cleansing all ways roads pavements sewers drains pipes watercourses and party walls party structures party fences walls or other conveniences which may belong to or be used for the buildings on the Estate in common with other premises near or adjoining the Estate or contributing towards the same (including without prejudice to the generality of the foregoing the bridge constructed or to be constructed in the approximate position shown by the points marked x - y on the Sale Plan annexed hereto in the event that the same is not adopted by the relevant local authority)

(4) keeping planted areas within the Common Parts (and also the strips of land shown coloured brown and coloured yellow labelled brown on the Sale Plan) stocked and tended and grassed areas therein mown and (without prejudice thereto) keeping the gardens forecourts roadways pathways and open areas on the Common Parts and the said strips of land clean and tidy and properly maintained

(5) providing maintaining replacing and renewing on the Estate directory boards and other signs and any other apparatus or facility provided for the benefit or use of tenants or occupiers of buildings on the Estate

(6) providing maintaining replacing and renewing directory boards and other signs outside the Estate

(7) maintaining repairing and renewing as necessary any street lighting on the Common Parts

(8) insuring the Common Parts

(9) insuring the Estate against Property Owner's liability third party liability and Employer's liability

(10) effecting and maintaining insurance in respect of all plant machinery and equipment provided by or on behalf of the Developer (if any) for use in respect of the Common Parts against such risks perils and contingencies as the Developer shall from time to time deem necessary

(11) any existing or future taxes rates charges duties assessments impositions and outgoings whatsoever in respect of the Common Parts but specifically excluding any taxes imposed on the Developer in respect of its capital interest in or dealings by the Developer with its interest in the Estate or any part thereof

(12) all charges assessments and outgoings for water electricity fuel telephone and public or statutory utilities payable in respect of the Common Parts

(13) providing repairing maintaining and where necessary replacing gardeners' plant machinery and equipment (if any) for use in connection with the maintenance of any landscaped areas comprised in the Common Parts

Schedule of restrictive covenants continued

(14) collecting storing and disposing of refuse from the Common Parts including the cost of providing maintaining repairing and replacing storage receptacles and equipment

(15) the supply operation repair maintenance servicing cleansing and replacement of any plant and equipment and machinery (including motor vehicles) articles and materials reasonably considered necessary by the Developer for the purpose of refuse collection and snow clearance from the Common Parts except so far only as regards renewals or repairs where the same is covered by a risk insured against by or on behalf of the Developer

(16) providing repairing maintaining operating servicing and replacing closed circuit television cameras monitors and video recorders therefor on the Estate

(17) providing repairing maintaining and replacing access equipment for the purpose of high level repair maintenance decoration and lighting of the Common Parts

(18) employing staff either directly or indirectly for the performance of duties in connection with the maintenance and/or security of the buildings on the Estate and the provision of the Services thereto and all incidental expenditure in relation to such employment including (but without limiting the generality of such provision) for the payment of statutory and such other insurance health pension welfare and other payments contributions and premiums industrial training levies redundancy and similar or ancillary payments which the Developer may be required by statute or otherwise to pay or may in its absolute discretion deem desirable or necessary in respect of such staff and the provision of uniforms working clothes tools appliances cleaning and other materials bins receptacles plant and other equipment for the proper performance of their duties

(19) providing repairing maintaining decorating lighting heating cleaning insuring rebuilding renewing and replacing all buildings necessary for the management of the Common Parts and the provision of services to the Estate including (without prejudice to the generality thereof) a management lodge (and the furniture equipment and appurtenances thereof) at the entrance to the Estate and a management storage building

(20) proving traffic management including (without prejudice to the generality thereof) the provision and replacement of traffic cones

(21) the cost of advertising and promoting the Estate

(22) managing the Estate or the fees of any agents appointed for the general management of the Estate and staff employed in connection therewith and the fees and expenses of the Developer's Surveyor

(23) the reasonable fees and charges of any accountant surveyor or other professional adviser employed to certify any matter or thing to be certified for the purposes of any provisions of this Appendix

(24) taking all steps deemed desirable or expedient by the Developer for complying with and for making representations against or otherwise contesting the incidence of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the buildings on the Estate for which occupiers of such buildings are not directly liable

(25) the cost of preparing the annual returns of the Management Company (including any professional fees in connection therewith and any fees payable to the Companies Registry)

(26) the reasonable fees of any accountant employed to prepare or audit the accounts of the Management Company or the accounts relating to the provision of the Services

(27) the interest paid or incurred upon any moneys used to provide the Services (insofar as the advance payments referred to in Part III of

Schedule of restrictive covenants continued

this Appendix shall be insufficient for such purpose)

(28) providing such services not specifically dealt with under the above paragraphs as are reasonably necessary for the management of the Common Parts and the convenience of the District Council and others entitled to the use thereof

(29) any expenses properly incurred by the Management Company in relation to the provision of the Services

PROVIDED ALWAYS that:-

(A) Review of headings

the Developer shall be at liberty at any time to review the heads of costs expenditure charge or allowance included in this Part II of this Appendix as it shall in its absolute discretion consider appropriate in the interests of good estate management and to vary the existing items included in the calculation of the Developer's Expenses or to add thereto any items of cost expenditure charge depreciation or other allowance provision for future anticipated expenditure on or replacement of any installation plant machinery equipment or apparatus not previously included therein and from and after the relevant date of such review such variations to or additional items of cost expenditure charge allowance provision or value shall be included in the calculation of the Developer's Expenses

(B) Exclusion of recoverable expenses

any expenses which are properly recoverable by the Developer otherwise than as a part of the Service Charge from any specific tenant of part of the Estate shall not be included in the calculation of the Service Charge

PART III

Provisions for the payment of the Service Charge

1. The Service Charge payable by the District Council shall be calculated in accordance with the provisions of Part IV of this Appendix and shall be paid by equal quarterly payments in advance on the First day of January April July and October in each year (hereinafter referred to as "quarterly days") except for the first payment which shall be made on the date of practical completion of the construction of the first building to be erected on the Avon Land in respect of the period commencing on the date of practical completion and ending on the day before the next quarterly day

2. The Developer shall as soon as practicable after the end of the Relevant Financial Year procure the preparation of the Certificate and the delivery of a copy thereof to the District Council for the information of the District Council

3. The Certificate shall save in respect of any arithmetical error be conclusive evidence for the purposes hereof as to matters of fact

PART IV

Provisions for the calculation of the Service Charge

(i) "the Index" shall mean the General Index of Retail Prices published by the Department of Employment or any successor Ministry or Department

(ii) The Service Charge shall be an annual sum calculated from the following formula:-

£4,500 multiplied by B divided by A where:-

(a) "A" equals the figures shown in the Index for the calendar month during which the Transfer is completed

(b) "B" equals the figure shown in the Index in its publication immediately preceding the First day of October on each calendar year

Schedule of restrictive covenants continued

All references to "figures" to be treated as references to "estimated figures" to the extent that final figures shall not have been published prior to the First day of October in the relevant calendar year Provided That the Service Charge shall not be less than £4,500 per annum and Provided Further That:-

(1) in the event of any intervening change in the reference base used to compile the Index which would entail that figures "A" and "B" referred to in sub-paragraph (i) and (ii) above would be calculated by reference to different base dates then the said figure "B" shall be the figure which would have been shown in the Index if the base date by reference to which figure "A" is calculated had been retained

(2) if the Index shall cease to be published (or to be published and updated monthly) then this Part IV of this Appendix shall be deemed to refer in lieu to an index of retail prices for the time being published which shall be mostly closely comparable with the present index such index to be agreed between the Developer and the District Council or determined in the case of dispute by an expert who shall be an independent surveyor agreed upon by the parties but in default of agreement appointed at the request of either party by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors and whose decision (which he shall deliver in writing) shall be final and binding and whose charges and the cost of whose appointment shall be borne by the parties hereto in equal shares"

Schedule of notices of leases

1	16.12.2013 edged and numbered 1 in blue	Bradley Stoke Leisure Centre	10.12.2013 28 years beginning on and including 11 April 2013	GR379053
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NOTE: The lease comprises also other land

End of register