



Official copy of register of title

Title number SY274756

Edition date 02.11.2010

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- This title is dealt with by Land Registry Durham Office.

A: Property Register

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

SURREY : WOKING

- 1 (20.10.1961) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being partly on the north-west side of Blackmore Crescent, partly on the north side of Blackmore Crescent, and partly on the north side of Lambourne Crescent Horsell; the remainder being on the south-east side of Albert Drive, Pyrford.
- 2 The land has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 26 September 1961 referred to in the Charges Register.
- 3 The Conveyance dated 26 September 1961 referred to above contains a provision as to light or air.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (20.10.1961) PROPRIETOR: WOKING BOROUGH COUNCIL of Civic Offices, Gloucester Square, Woking, Surrey GU21 6YL.
- 2 (12.11.2002) RESTRICTION: Except under an order of the registrar no disposition by way of sale, gift, lease or charge (except a Lease dated 13 May 1996 made between (1) Woking Borough Council and (2) Woking Athletic Club Limited and a Deed of Variation dated thereof dated 8 November 2002 by the proprietor of the land edged and numbered 1 in blue and tinted yellow on the filed plan) is to be registered prior to 13 April 2012 without the consent of the Secretary of the Trustees of the Foundation for Sport and the Arts of P.O. Box 20, Liverpool L13 1HB.

C: Charges Register

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

- 1 A Conveyance dated 26 September 1961 made between (1) The London County Council and (2) The Urban District Council of Woking contains restrictive covenants and a right of pre-emption.

NOTE: Copy, and Copy of Deed dated 16 March 1956 referred to therein filed.

- 2 The land is subject to rights relating to a gas main in a strip of land 20 feet in width shown by pink tinting on the filed plan and to ancillary rights over strips of land 10 feet wide adjoining the said strip of land and rights of access granted by a Deed dated 27 October 1970 made between (1) The Urban District Council of Woking and (2) The Gas Council.

The said Deed contains restrictive covenants.

NOTE: Copy filed.

- 3 The land is subject for a term of 99 years from 14 November 1989 to the rights granted by a Deed of Grant dated 14 November 1989 made between (1) Woking Borough Council and (2) British Gas PLC.

NOTE: Copy filed.

- 4 (16.01.1998) The land tinted blue on the filed plan is subject to the rights granted by a Deed underhand dated 8 January 1998 made between (1) Woking Borough Council and (2) Fibreway Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 5 (18.12.2002) 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.

- 6 (02.11.2010) By a Deed dated 13 October 2010 made between (1) Woking Borough Council and (2) Caring Daycare Limited the terms of the lease dated 30 January 2004 referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under SY727025.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	18.12.2002 edged and numbered 1 in blue and tinted yellow	Sheerwater Recreation Ground	08.11.2002 29 years from 1.5.1993	SY716681
	<i>NOTE: The Lease dated 13 May 1996 referred to in the above lease contains an option to determine upon the terms therein mentioned</i>			
2	03.03.2004 edged and numbered 2 in blue	Daycare Centre	30.01.2004 125 years from 30.1.2004	SY727025
	<i>NOTE: See entry in the Charges Register relating to a Deed of variation dated 13 October 2010.</i>			

End of register

These are the notes referred to on the following official copy

Title Number SY274756

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

THIS CONVEYANCE is made the 26th day of September One thousand nine hundred and sixty-one BETWEEN THE LONDON COUNTY COUNCIL (hereinafter called "the Vendor") of the one part and THE URBAN DISTRICT COUNCIL OF BOXING in the County of Surrey (hereinafter called "the Purchaser") of the other part

WHEREAS

The Vendor is seised of the property hereinafter described in fee simple subject as hereinafter mentioned but otherwise free from incumbrances and in exercise of its powers in that behalf under Section 105 of the Housing Act 1957 has agreed to sell the said property to the Purchaser for the purposes of the Purchaser's functions under the Physical Training and Recreation Act 1937 for the sum of One Pound

NOW THIS DEED WITNESSETH as follows:

1. In consideration of the sum of One Pound now paid by the Purchaser to the Vendor the Vendor as Beneficial Owner hereby conveys unto the Purchaser ALL THOSE pieces or parcels of land described in the First Schedule hereto TO HOLD the same unto the Purchaser in fee simple Subject to all rights and easements existing in or over the said property and in particular as to the lands First Thirdly and Fourthly hereinafter described to a covenant by the Vendor contained in a Lease dated the 28th day of October 1957 and made between the Vendor of the one part and Truman Hanbury Burton and Company Limited of the other part particulars whereof are set out in Part I of the Second Schedule hereto And Subject Also to and where appropriate with the benefit of the rights referred to in Part II of the said Second Schedule so far as the same affect the land hereby conveyed

2. It is hereby expressly declared and agreed:-

(i) Except as herein mentioned this conveyance shall not include and shall not operate to convey any ways watercourses sewers drains lights liberties privileges easements rights or advantages whatsoever in through over or upon any other land or property of the Vendor adjoining or near to the property hereby conveyed

(ii) The Purchaser or its equals in title shall not at any time be entitled to the delivery over or production to them or any of them of any title deeds or evidence of title in the possession or control of the Vendor relating (whether solely or not) to the property hereby conveyed or to any part thereof or to any copies or abstracts of or extracts from any such title deeds or evidence of title

3. The Purchaser hereby covenants with the Vendor as follows:-

(i) to lay out and hereafter maintain the property secondly hereinafter described for use as a recreation ground children's playground or public open space and the properties First Thirdly and Fourthly hereinafter described as public open space and before commencing to lay out the said properties First Thirdly and Fourthly hereinafter described as open space to afford the Vendor an opportunity as Vendor and adjoining owner of examining the character of the proposed layout

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(ii) As soon as practicable to erect and thereafter maintain permanent walls or fences of a height and type to be previously approved by the Vendor so as to enclose the property secondly hereinafter described and to erect and thereafter maintain marker posts indicating the boundaries of the property Firstly and Fourthly hereinafter described _____

4. The Purchaser for itself and its assigns in title with the intention that the same shall run with the land hereby conveyed and every part thereof into whosoever hands the same may come and shall be for the benefit of such part or parts of the Vendor's Sheerwater Estate as shall for the time being remain unsold by the Vendor or as shall from time to time have been sold by the Vendor with the express benefit of this covenant and shall be enforceable by the Vendor under Section 151 of the Housing Act 1957 hereby covenants with the Vendor that it will observe the stipulations set out in the Second Schedule hereto _____

5. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Three thousand five hundred pounds _____

IN WITNESS whereof the Vendor and the Purchaser have caused their respective Common Seals to be hereunto affixed the day and year first before written

THE FIRST SCHEDULE hereinbefore mentioned

FIRST all that piece or parcel of land situate on the North West Side of Blackmore Crescent in the Urban District of Woking in the County of Surrey containing an area of 1.116 acres or thereabouts which said piece or parcel of land is more particularly delineated on Plan No. 1 annexed hereto and thereon verged red Together with the right for the Purchaser and its successors in title to the free passage of water coming from the land first described into and through the land drains constructed under the Vendors adjoining lands to the South West and North East in the positions approximately indicated by broken blue lines on the said Plan No. 1 And Together with the right for the Purchaser to enter upon the Vendors said adjoining lands for the purpose of maintaining inspecting renewing or repairing the said land drains the Purchaser and its successors in title making good any damage occasioned by the exercise of such rights _____

SECONDLY ALL THAT piece or parcel of land situate to the North of Blackmore Crescent in the Urban District of Woking aforesaid containing in area 18.629 acres or thereabouts which said piece or parcel of land is more particularly delineated on the Plan No. 2 annexed hereto and thereon verged red TOGETHER with the right for the Purchaser and its successors in title to the free passage of soil and surface water coming from the said land to the public sewers in Devonshire Avenue through the soil and surface water sewers constructed under the Vendor's adjoining land to the South East in the positions indicated by firm red and blue lines respectively on the said plan AND TOGETHER with the right for the Purchaser to enter on the Vendor's said adjoining land for the purpose of maintaining inspecting renewing or repairing the said soil and surface water sewers

the Purchaser and its successors in title making good any damage occasioned by the exercise of the said rights _____

THIRDLY ALL THAT piece or parcel of land situate on the North side of Lambourne Crescent in the Urban District of Woking aforesaid containing an area of 2.539 acres or thereabouts which said piece or parcel of land is more particularly delineated on Plan No. 3 annexed hereto and thereon verged red _____

FOURTHLY ALL THAT piece or parcel of land situate on the South East side of Albert Drive in the Urban District of Woking aforesaid containing an area of 0.551 of an acre or thereabouts which said piece or parcel of land is more particularly delineated on Plan No. 4 annexed hereto and thereon verged red _____

THE SECOND SCHEDULE hereinbefore mentioned

PART I

Covenant contained in the Lease dated the 28th day of October 1957 hereinbefore referred to:-

"(b) that the Lessor will not during the continuance of this Lease sell or lease any other part of the Shearwater Estate aforesaid (which is coloured pink on the plan marked "B" annexed hereto as to part of which the Council is registered at H.M. Land Registry under Title No. SX 129945) on which buildings have been erected or are to be erected for use as licensed premises at which a Justices on-licence is required but so that nothing herein contained shall prevent the use of any buildings on the said Estate as off-licensed premises or for the supply and consumption of intoxicating liquors at a canteen or to members of a club or association."

PART II

As to the land First hereinbefore described

To the rights of the Central Electricity Generating Board in respect of the pylon and overhead cables shown on the said Plan No. 1 and with the benefit of the apportioned rent of 2/6d. per annum payable therefor

As to the land Secondly hereinbefore described

To the rights of the Central Electricity Generating Board under an agreement dated the 8th day of August 1932 made between the Central Electricity Board of the one part and Brooklands Estate Company of the other part in respect of the pylons and overhead cables shown on the said Plan No. 2 and with the benefit of the apportioned rent of 7s.6d. per annum payable thereunder

As to the land Thirdly hereinbefore described

To the rights of the Purchaser as the Local Public Health Authority in respect of the soil sewers thereunder in the positions approximately indicated by firm red lines on the said Plan No. 3

As to the land Fourthly hereinbefore described

To and with the benefit of the rights under an agreement dated the 16th day of March 1956 made between the Vendor of the one part and the Woking & District Water Company of the other part relating to the Water Main thereunder in the position approximately indicated by a firm green line on the said Plan No. 4 _____

THE THIRD SCHEDULE hereinbefore mentioned

- (a) Not without the previous written consent of the Vendor to use or allow to be used the land hereby conveyed or any part or parts thereof for any purpose other than for a public open space a recreation ground or a children's playground _____
- (b) Not to erect any buildings on the land hereby conveyed or any part or parts thereof except in accordance with plans elevations sections and specifications first submitted to and approved by the Vendor _____
- (c) Not during the life or lives of any issue now living of His late Majesty King George V or within twenty-one years next after the death of the last survivor of such issue to sell or to part with the possession of the lands hereby conveyed or any part or parts thereof without first offering the same for sale to the Vendor and if during the period aforesaid the Purchaser or its sequels in title shall cease to use or to require the said lands or any part or parts thereof for the purposes referred to in paragraph (a) hereof written notice shall forthwith be given to the Vendor and the said lands or the part or parts thereof in respect of which such user as aforesaid shall have ceased or which shall not be required as the case may be shall at the same time be offered for sale to the Vendor and if the Vendor in any of such events decides to purchase within three months of the date of the offer the purchase money for the whole of the lands or for any part or parts thereof shall be a nominal amount together with such sums as may have been spent by the Purchaser in improvements thereto and which shall be of value to the Vendor calculated so far as may be in accordance with the basis of compensation applicable to such a transaction between two local authorities ruling at the time together with in any such case an additional sum in respect of any buildings standing upon the land assessed on the same terms of valuation PROVIDED ALWAYS that such resale to the Vendor shall be subject to any necessary prior approval of the appropriate Minister On any such sale each party shall bear its own costs AND PROVIDED ALSO that the grant of any lease or tenancy by the Purchaser of the land Secondly hereby conveyed or any part or parts thereof to any sporting athletic recreational or social organisation or association for the purposes hereinbefore described shall not be deemed to be a breach of these restrictions.

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SEALED BY ORDER

Clerk of the Council

THE COMMON SEAL of the URBAN)
DISTRICT COUNCIL OF WOKING)
was herewith affixed in the)
presence of)

Chairman of the Council

Clerk of the Council

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