

Dated: 28 September 2021

**Report on Title prepared for
The Mayor and Burgesses of The London Borough of Harrow**

relating to

Site of Proposed Footbridge at Kodak Site and Barratt Way, Harrow



Harrow Council
PO Box 2
Civic Centre
Station Road
Harrow
HA1 2UH
DX 30450 HARROW 3
Ref: ACB/HRWC-PSPSb-01724

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1. Interpretation

The following terms are used in this report:

Benefits: any right, easement, restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest that benefits the Site.

Incumbrances: any right, easement, restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest to which the Site is subject.

Site: The site described in paragraph 4 of this report.

2. Scope of the review and limitation of liability

2.1 This report has been prepared for the sole benefit of you, The Mayor and Burgesses of The London Borough of Harrow (“the Council”), in connection with the Council’s proposed project relating to the construction of a footbridge at the Kodak Site and Barratt Way, and for no other purpose.

2.2 The contents of this report are private and confidential. It must not be relied on by or made available to any other party without our written consent.

2.3 The report is based on our review of the title documents and index map search results.

2.4 We have not inspected the Site and are unable to advise on the physical condition of the Site. We would advise you to arrange for a survey of the Site to be carried out if this has not already been arranged. A survey should identify any physical defects in the Site and may warn of potential defects.

2.5 We have made no enquiries of the actual occupiers of the Site.

2.6 We express no opinion on the commerciality of the transaction. We are unable to advise on the value of the Site. We recommend that you have the Site professionally valued. You should ensure that the valuer is aware of the matters mentioned in this report, as they may affect the value.

3. Executive summary

This is a summary of the major issues that we think should be brought to your attention:

3.1 Services (drainage, water, electricity, and gas) may run underneath the Site and could affect a development. A site survey and examination of the Site as well as enquiries with

utility providers should be carried out to investigate the full extent of services that are applicable.

- 3.2 As the proposed footbridge is to cross the railway line, which is unregistered land, further investigation will need to be made to ascertain who owns the railway line. Section 5.1 has details of covenants in favour of The British Railways Board, which includes its successors in title, which could be Network Rail now.
- 3.3 The restrictions registered on the various titles could affect a disposal of part of the land within those titles. The restrictions will need to be complied with if any part of the land is sold to the Council so that the Council to be registered as the registered owner at the Land Registry. This will mean obtaining the consent of the lenders who have the benefit of the restrictions.
- 3.4 Further investigation into the annual sum of £10 charged pursuant to the will of Edward Robinson dated 5 December 1711 referred to in paragraphs 5.3.7(d) and 5.4.8(d) is required.

The document pre-dates 1 January 1926 and, therefore, consideration should be given as to whether the will is still valid and enforceable. Obtaining indemnity insurance could be looked into and such insurance will cover the breach of the covenant to pay, or the risk of someone breaching the covenant in the future. This is particularly useful where it is not possible to ascertain who has the benefit of this will and the payment of £10. Factors to consider include insurers imposing conditions in the insurance policy, and that you may be required not to do anything to disturb the situation or to alert the beneficiaries of the covenant in any way.

4. The Site

- 4.1 The area edged in red in the location plan attached as Appendix A marks the proposed layout of the footbridge that the Council is considering building and affects land both at the Kodak Site and at Barratt Way.
- 4.2 We have used the topographical survey plan attached as Appendix B (“the Topo Survey Plan”) to identify the extent of land that will be required for the footbridge to be constructed. For the purposes of this report, we have referred to the extent of the land required for the proposed footbridge as “the Site”.
- 4.3 Please check the plans attached as Appendix A and Appendix B carefully to ensure that they accurately reflect the extent of the land that you believe you will be affected by the proposed development. You should inspect the Site and let us know if there are any discrepancies between the plan and the site inspection.

4.4 The Site affects several parcels of land, which are owned or occupied by different parties and are registered under the following title numbers:

- Freehold Title NGL481240 – most of the blue parcel of land (and possibly some of the pink parcel) shown on the Topo Survey Plan falls within this title and is referred to in section 5.1 of this report.
- Freehold Title NGL486980 – some of the pink parcel and a small part of the blue parcel of land shown on the Topo Survey Plan falls within this title and is referred to in section 5.2 of this report.
- Freehold Title NGL641121 – some of the yellow parcel of land shown on the Topo Survey Plan falls within this title and referred to in section 5.3 of this report.
- Freehold Title NGL863041 – most of the yellow parcel of land shown on the Topo Survey Plan falls within this title and is referred to in section 5.4 of this report.
- Leasehold Title AGL483478 – some of the yellow parcel of land shown on the Topo Survey plan is also leasehold land and is occupied by a leaseholder and referred to in section 5.5 of this report.

Part of the Site is unregistered land - this being the railway line, which the proposed footbridge will cross over.

5. Titles affected by layout of the proposed footbridge

5.1 Freehold Title Number NGL481240

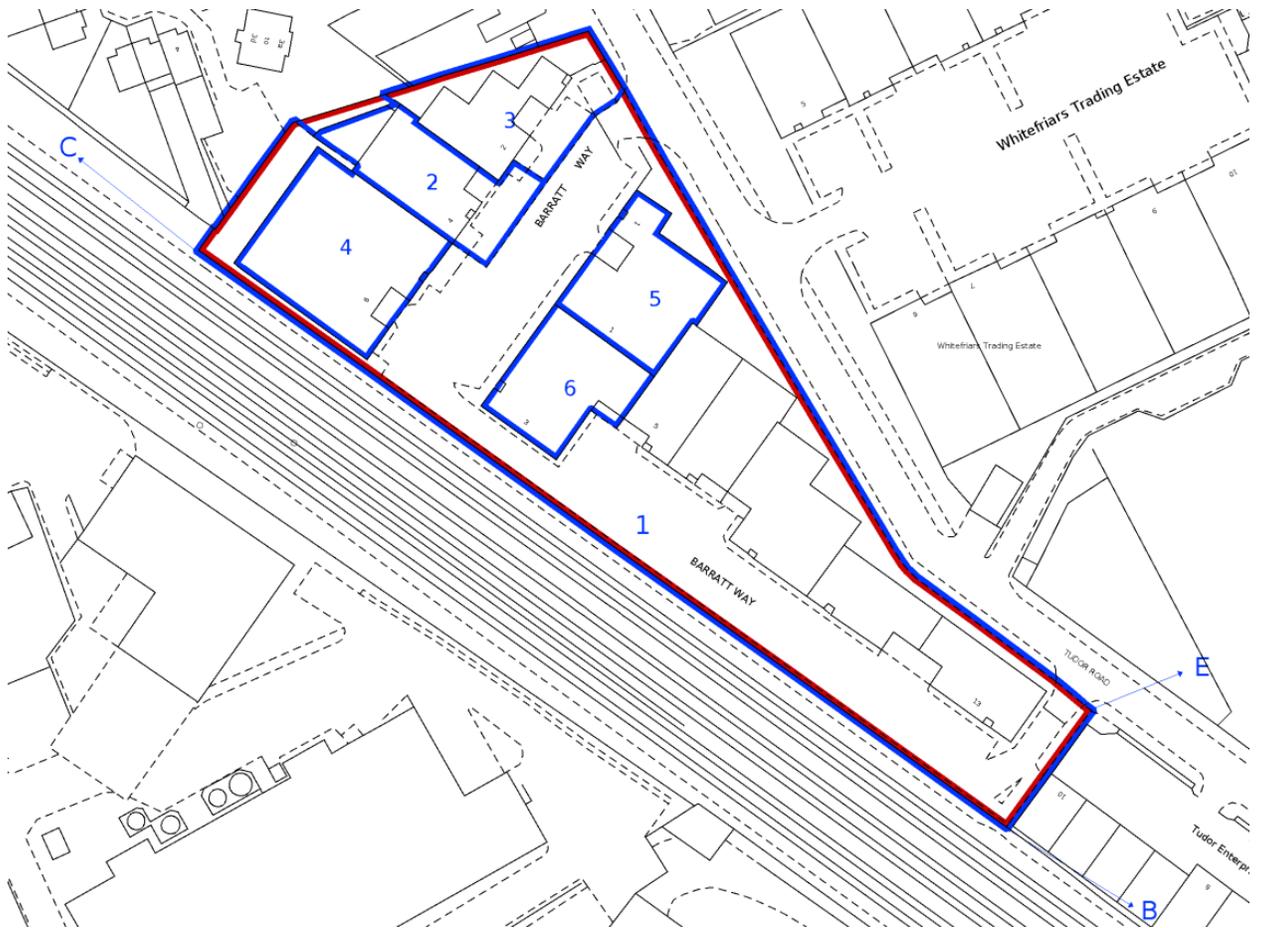
5.1.1 This is freehold land known as 1-13 (odd) and 2-6 (even) Barratt Way, Harrow (referred to as “Barratt Way” in this report), shown edged red in the extract below, and lies to the north of the railway line.

5.1.2 Part of Barratt Way will be affected by the proposed construction of the footbridge –this being part of the private estate road called Barratt Way that leads on from Tudor Road and gives access to the units and, possibly, the first unit as you come in from the main road.

5.1.3 The registered owner of Barratt Way is **Capital Industrial 4 Limited** (company registration number 12898584) of 17c Curzon Street, London W1J 5HU.

5.1.4 Barratt Way is registered with absolute freehold title, this being the best class of title available.

EXTRACT OF FREEHOLD TITLE PLAN NGL481240



5.1.5 There is a pending Land Registry application on this freehold title number and, therefore, the Land Registry records only show the entries in the title register for freehold title number NGL481240 as of 22 June 2021, and not up to the present date. It is possible that there are entries that relate to the period after 22 June 2021 which affect the land.

5.1.6 Barratt Way enjoys the following Benefits:

- (a) Under a conveyance dated 19 December 1983 (“the 1983 Conveyance”) made between (1) The British Railways Board (“BRB”) and (2) Duffleland Limited (“Duffleland”) the following is excluded: (i) any mines or minerals under the

property or any right of support from any mines or minerals whatsoever (ii) any easement or right of light air or support and other easement or right restricting or interfering with the free use by BRB and those authorised for building or any other purpose of any adjoining/ neighbouring land of BRB.

(b) The 1983 Conveyance also contains the following covenants from Duffleland to BRB, which bind successors in title and owners of the land:

- not at any time: (a) without previously submitting detailed plans and sections of them to BRB and obtaining its approval (b) without complying with such reasonable conditions regarding the foundations or otherwise as BRB shall deem it necessary to impose to erect or add to any building or structure or to execute any works on the land;
- not to discharge drainage from the land onto the adjoining land of BRB;
- not at any time to excavate or suffer to be excavated any earth, clay or other substance, nor to do permit or suffer to be done any act which may endanger the safety or stability of BRB's adjoining property; and
- to maintain and whenever requisite renew all existing fences along the boundaries marked E B and C on the extract freehold title plan NGL481240.

5.1.7 Barratt Way is subject to the following Incumbrances:

(a) Barratt Way is subject to the rights reserved by the 1983 Conveyance for the benefit of BRB and its successors in title:

- the right always to pass and repass, with or without vehicles plant equipment and machinery, over and along the roadways and footpaths constructed on the land for the purpose of access to and egress from BRB's adjoining land and railway and over the part of the property comprising the strip of land situated between the roadways and footpaths and the boundary extending between the points marked BC and BE on the extract freehold title plan for NGL481240. Subject to BRB paying from time to time on demand a fair proportion of the cost of repairing maintaining and renewing the roadways footpaths and strip;
- the right to services - water, soil, gas and electricity, to and from the BRB's adjoining land through any sewer drain watercourse pipe cable or wire on over or under Barratt Way and the right to maintain and connect

them, subject to BRB paying from time to time on demand a fair proportion of the cost of repairing maintaining and renewing the sewers drains watercourses pipes cable and wires;

- the right: (1) to fix, construct, connect into place, maintain and use, under such parts of Barratt Way which are for the time being unbuilt upon, any sewer, drain, watercourse or pipe which may be required by BRB for its operations (2) to erect fix maintain and use over such parts of Barratt Way, which are unbuilt upon, any poles, wires, or cables which may be required by BRB for its operations;

If any parts of Barratt Way are required by Duffleland or its successors in title or ownership to build on, then BRB shall, at the Duffleland's or its successors' cost, divert or remove the works from such parts to some other part of Barratt Way;

- the right at all reasonable times by prior appointment (or in the case emergency at any time) to enter on Barratt Way for the purpose of inspecting any adjoining property of the BRB and of exercising its rights reserved subject to the BRB making good all damage thereby caused; and
- full right and liberty and a right of support for BRB to use its adjoining and neighbouring land in such manner as it may think fit and to build or execute works upon such lands notwithstanding that the access of light and air to Barratt Way may be affected.

- (b) There are two charges registered on this freehold title, dated 18 October 2017 and 30 December 2020 respectively, in favour of CBRE Loan Services Limited ("CBRE").

The charges are protected by restrictions, which provide that no disposition of the registered estate by the registered proprietor or by the proprietor of any registered charge, not being a charge registered before the restriction, is to be registered without a written consent signed by CBRE.

- (c) A transfer dated 18 October 2017 made between (1) Capital Industrial One B.V. and (2) Capital Industrial Four B.V. contains purchaser's personal covenants. *[Note: A copy of this transfer is unavailable to obtain from the Land Registry, so we do not know what the covenants are].*

5.2 Freehold Title Number NGL486980

5.2.1 This is freehold land known as Land lying on the south side of Tudor Road (referred to as “Tudor Enterprise Park” in this report), shown edged red in the extract of freehold title plan NGL486980 below, and lies to the north of the railway line.

Part of Tudor Enterprise Park will be affected by the proposed construction of the footbridge.

EXTRACT OF FREEHOLD TITLE PLAN NGL486980

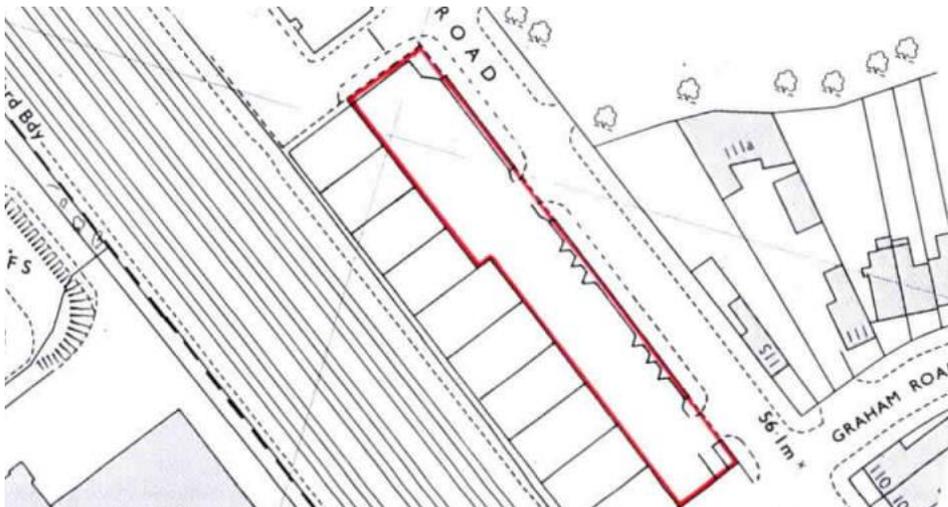


5.2.2 The registered owner of Tudor Enterprise Park is **Automotive Properties Limited** (company registration number 1476026) of 49 Scrutton Street, London EC2A 4PJ.

5.2.3 Tudor Enterprise Park is registered with absolute freehold title, this being the best class of title available.

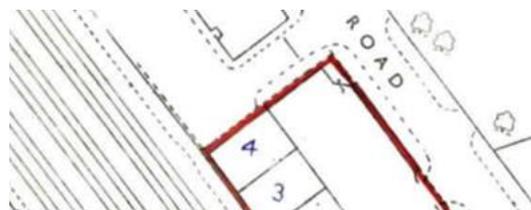
5.2.4 Part of Tudor Enterprise Park known as Land on the South side of Tudor Road, which is shown edged red on the extract plan below, is leasehold land demised under a lease dated 15 July 1988 made between (1) Automotive Properties Limited and (2) TEP 1988 Management Company Limited for a term of 999 years from 29 September 1987.

This lease is registered under leasehold title number NGL728254, and the current owner is TEP 1988 Management Company Limited of 6 Tudor Enterprise Park, Tudor Road, Harrow, Middlesex.



[Note: for the purposes of this report, we have not investigated the register for leasehold title number NGL728254, nor have we reviewed the provisions of the lease registered under this title. If you do require further information, please let us know.]

- 5.2.5 There are ten units within the park, but it is the unit numbered “4” on the extract of the freehold title plan NGL486980 above, which may be impacted by the proposed footbridge.



This is unit 10, Tudor Enterprise Park, Tudor Road, Harrow HA3 5JQ which is demised under a lease dated 18 July 1989 made between (1) Automotive Properties Limited (2) TEP 1988 Management Limited and (3) Delbanor Limited for a term of 999 years from 29 September 1987 and registered under leasehold title number NGL655166. The current owner of this leasehold title is Universal Protection Limited (company registration number 07108810) of 34 Willowcourt Avenue, Harrow HA3 8ES.

The ground floor of Unit 10 has been sublet further pursuant to a sublease dated 6 September 2017 for a term of 8 years from 1 August 2016 and registered under

leasehold title number AGL438244. The current owner of this leasehold title and, presumably, the occupant of the ground floor, is Irfan Khan of Flat 2, 1 Dalston Gardens, Stanmore HA7 1DA.

[Note: for the purposes of this report, we have not investigated the registers for leasehold title numbers NGL655166 and AGL438244, nor have we reviewed the terms of the leases registered under these titles. If you do require further information, please let us know.]

5.2.5 Tudor Enterprise Park enjoys the following Benefits:

- (a) the exclusions in the 1983 Conveyance as set out in paragraph 5.1.5 (a) of this report.
- (b) The 1983 Conveyance also contains the following covenants from Duffield to BRB, which bind successors in title and owners of the land:
 - not at any time: (a) without previously submitting detailed plans and sections of them to BRB and obtaining its approval (b) without complying with such reasonable conditions regarding the foundations or otherwise as BRB shall deem it necessary to impose to erect or add to any building or structure or to execute any works on the land;
 - not to discharge drainage from the land onto the adjoining land of BRB;
 - not to operate any crane on the land without the prior consent of BRB;
 - to erect within three months of the date of the 1983 Transfer, a 1.8 metre high chain link fence with concrete posts along the boundary marked F and A and B on the transfer plan to BRB's reasonable satisfaction and thereafter to maintain/renew the fence *[Note: The boundary marked F and A and B is the south-eastern and south-western boundaries]*; and
 - not to raise or lower the ground level of any part of Tudor Enterprise Park without first obtaining BRB's prior written approval and not at any time to excavate permit or suffer to be excavated any earth, clay or other substances nor to do, permit or suffer to be done any act which may endanger the safety or stability of BRB's adjoining property.

5.2.6 Tudor Enterprise Park is subject to the following Incumbrances:

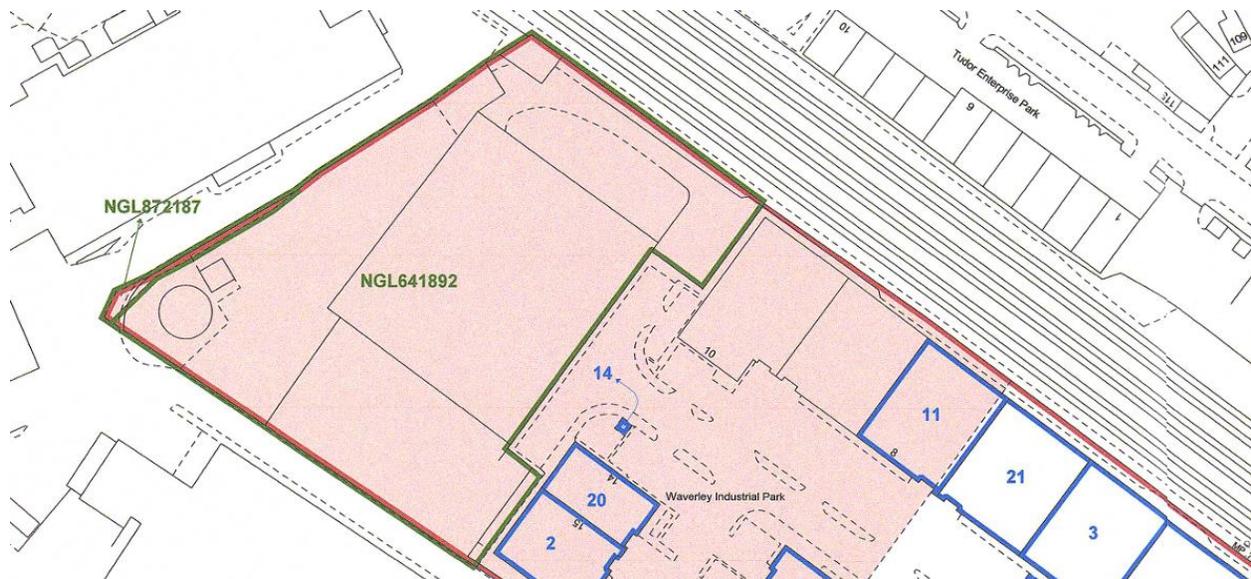
- (a) Tudor Enterprise Park is subject to the rights reserved by the 1983 Conveyance for the benefit of BRB and its successors in title:

- the right at any time to erect, or allow to be erected, any building, and to alter any buildings on its adjoining or neighbouring land notwithstanding that this may obstruct or interfere with the passage of light or air to any building on Tudor Enterprise Park. Any access of light or air over BRB's adjoining land shall be deemed to be enjoyed by the licence or consent of BRB and not as of right.
 - the right of support from Tudor Enterprise Park for BRB's adjoining property.
 - the right to have maintain, repair, cleanse, use, construct, alter and remove any drains wires cables and works on over or under Tudor Enterprise Park now used for the benefit of BRB's adjoining property.
 - full right and liberty for BRB and its successors in title, with or without workmen and equipment, at all reasonable times to enter upon Tudor Enterprise Park to exercise all rights and for the purpose of maintaining repairing renewing reinstating altering or amending any fences walls railway banks abutment or retaining walls bridges and other works of BRB on their adjoining or neighbouring land. BRB is to make good any damage caused to Tudor Enterprise Park.
- (b) Tudor Enterprise Park is subject to the leases of units 1-10 set out in the schedule of leases of the freehold title and to such rights of way, passage of water soil electricity and gas, support and protection, rights in respect of car parking spaces, rights to display on estates boards, rights to use the communal refuse area. and other rights as are granted by those leases.
- (c) A Deed dated 20 December 1984 made between (1) Automotive Properties Limited (2) Coutts and Company (3) Target Life Assurance Company Limited and (4) The Colne Valley Water Company contains restrictive covenants and is subject to rights. *[Note: a copy of the deed dated 20 December 1984 is awaited from the Land Registry]*

5.3 Freehold Title Number NGL641121

5.3.1 This is freehold land known as Land lying to the north west of Headstone Drive, Harrow (referred to as “Headstone Drive” in this report) shown edged red in the extract freehold title plan NGL641121 below and lies to the south of the railway line.

EXTRACT OF FREEHOLD TITLE PLAN NGL641121



5.3.2 Looking at the extract of the plan for this freehold title, it appears that this freehold land only just affects the location of the proposed layout of the footbridge. A site inspection will reveal whether this land actually falls within the layout area and if it needs to be considered as part of this project.

5.3.3 The registered owner of Headstone Drive is **Eskmuir Properties Limited** (company registration number 02512752) of 8 Queen Anne Street, London W1G 9LD.

5.3.4 The land is registered with absolute freehold title, this being the best class of title available.

5.3.5 There is a pending Land Registry application on this freehold title number and, therefore, the Land Registry records only show the entries in the title register for freehold title number NGL641121 as of 9 July 2021, and not up to the present date. It is possible that there are entries that relate to the period after 9 July 2021.

5.3.6 Headstone Drive enjoys the following Benefits:

(a) The land has the benefit of rights reserved by a Transfer dated 7 July 1989 (“the 7th July Transfer”) and made between (1) The Secretary of State for Environment (“SOS Environment) and (2) The Scottish Metropolitan Property plc (“Scottish Met”), as follows:

- the right to services such as water and electricity;
- the right for SOS Environment to park 84 cars within the area hatched black on the plan to the 7th July Transfer;
- The right to construct upon the boundary between the land and the land to be retained, foundations for a boundary wall encroaching not more than 600mm onto the land, and to maintain the foundations, together with the right during daytime, upon giving not less than 24 hours’ notice to Scottish Met, except in an emergency, to enter the land with or without workmen, plant and equipment as may be necessary for the purposes of inspecting, testing, cleansing, repairing, maintaining or replacing the foundations. SOS Environment is to cause a little damage as reasonably possible, making good any damage as soon as possible to the reasonable satisfaction of Scottish Met.

The 7th July Transfer also includes covenants from Scottish Met:

- not to use the land or part of it for any noisy, noxious or offensive trade or business or so as to cause a nuisance to the land being retained, provided that the carrying out of building and engineering work in a proper manner upon the land shall not be a breach of this covenant.
- Not to erect any building, wall, fence or other structure whatsoever upon the area hatched black on the plan to the 7th July Transfer, except for perimeter walls previously approved in writing by SOS Environment or its agents (such approval not to be unreasonably withheld or delayed)

[Note: the area hatched black on the plan is some distance away and is not within the immediate vicinity of the Site].

- (b) The land has the benefit of rights reserved by a Transfer of the land edged green and numbered NGL641892 dated 18 July 1989 made between (1) The Scottish Metropolitan Property PLC and (2) Metropolitan General Estates Limited (“the 18th July Transfer”) *[Note: title number NGL641892 has been cancelled at the Land Registry and no longer applies]*
- (c) The transfer of the land within this title to Eskmuir Properties Limited contains a covenant of indemnity in respect of the covenants referred to in the Charges Register of the title.

5.3.7 Headstone Drive is subject to the following Incumbrances:

- (a) The land is subject to the following rights granted by the 7th July Transfer:
 - Full and free right to the exclusive passage and running of surface water through the drain within the land to be retained and serving the land as shown by a blue line on the plan to the 7th July Transfer.
 - The right during the daytime upon giving not less than 24 hours’ notice to SOS Environment, except in an emergency, to enter the land being retained, with or without workmen, plant and equipment as may be necessary for the purposes of inspecting, testing, cleansing, repairing, maintaining or replacing the surface water drain.

[Note: the blue line and the land to be retained are some distance away and are not within the immediate vicinity of the Site].
- (b) The land is subject to the rights granted by the 18th July Transfer *[Note: title number NGL641892 has been cancelled at the Land Registry and no longer applies]*
- (c) Headstone Drive is subject to the following restriction registered on the title:

“RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated 15 December 2017 in favour of Link Corporate Trustees (UK) Limited or their conveyancer or without a certificate signed by a conveyancer that the provisions of clause 12 of the Bond Trust Deed dated 15 December 2017 made between (1) Eskmuir Group Finance Plc (2) Eskmuir Properties Limited (3) Eskmuir (Thayer Street 2) Limited and (4) Link Corporate Trustees (UK) Limited have been complied with or that they do not apply to the disposition.”
- (d) The land is subject to the payment of the annual sum of £10 charged for the land or any part and on other land by the will of Edward Robinson dated 5 December 1711. *[Note: details of the will are not revealed in the title register]*

- (e) A conveyance of this land and other land dated 14 September 1877 (“the 1877 Conveyance”) made between (1) Frederick Harrison (2) William Richard Higgins and (3) John Howard Colls and Henry Samuel Freeman (“JH Colls and HS Freeman”) contains the following restrictive covenants which affect part of Headstone Drive as tinted pink on the extract of the freehold title plan NGL641121:

JH Colls and HS Freeman, and their heirs/successors covenant with Frederick Harrison and his heirs/successors:

- not to erect any house upon that part of the premises fronting the roads shown on the plan called Headstone Drive of less value than £60 as the yearly rent of it;
- nor to build the same beyond the frontage of the respective buildings now standing thereon nor use or occupy or suffer to be used or occupied any such buildings otherwise than as and for private residences or dwellinghouses or for the use of any professional man with suitable office;
- not to raise or create or permit any nuisance on any part of the said hereditaments except as far as burning bricks on any part of the land between points B.B. and B.B. and enclosed by green lines but on no other part of the said land. *[Note: the land between the points B.B. and B.B. and enclosed by green lines referred to above is tinted pink on the extract freehold title plan NGL641121 so far as it affects the land in this title].*
- not at any time hereafter obstruct or permit to be obstructed any drains or watercourses passing over or through the land or any part of, nor do or permit to be done any act or thing (except as aforesaid) whereby the property of Frederick Harrison is or may be in any way injured or prejudicially affected in value; provided always, these covenants are not personally binding on JH Colls and HS Freeman.

- (f) A conveyance of the land in this title and other land dated 12 December 1918 made between (1) David Allen & Sons Limited (“the Company”) (2) William Henry Heywood and John Spottiswoode Purvis and (3) The Solicitor for the affairs of His Majesty’s Treasury (“the Treasury Solicitor”) contains a covenant from the Treasury Solicitor with the Company and its successors:

“that so long as the hereditaments hereby assured are vested in the Treasury Solicitor or in any other person or persons on behalf of His Majesty there shall not be exhibited or shown on any part of the hereditaments hereby assured or on the outside of any building or erection now or hereafter erected or standing or being upon the said hereditaments the name of Waterlow Brothers & Layton Limited”.

(g) The land is subject to the following rights set out in a Transfer dated 29 July 1991 and made between (1) The Scottish Metropolitan Property PLC and (2) Eskmuir Properties Ltd.

(1) Such rights as the British Railways Board may have to maintain and use concrete foundations and a gantry for carrying overhead electric cables on a part of the land adjoining the Board's railway;

(2) Such rights as Kodak Limited may have for the support of a two storey building on its adjoining land from a boundary wall or walls on the south-western boundary of the land;

(3) Such rights relating to the land as may exist under the terms of the Section 38 Agreement dated 6th July 1989 and made between (1) The Mayor and Burgesses of the London Borough of Harrow (2) The Scottish Metropolitan Property PLC and (3) and The Secretary of State for the Environment [*Note: No copy of the Section 38 Agreement dated 6 July 1989 was produced*]

5.4 Freehold Title Number NGL863041

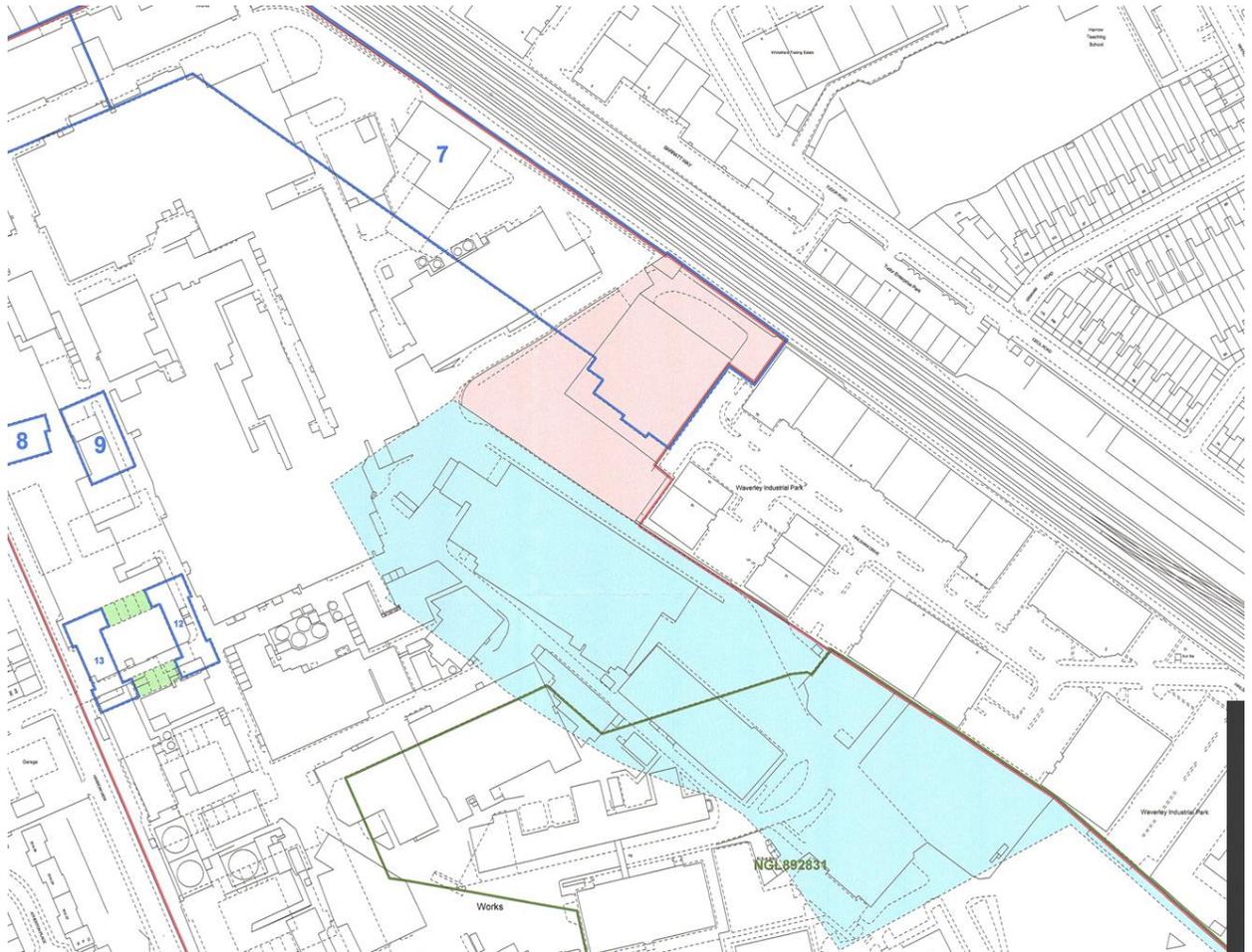
5.4.1 This is freehold land known as Kodak Site, Headstone Drive, Harrow HA1 4TY (referred to as "the Kodak Site" in this report) and lies to the south of the railway line.

5.4.2 Only part of the Kodak Site will be affected by the construction of the proposed footbridge. Below is an extract of the freehold title plan showing a section of the Kodak Site edged in red.

5.4.3 The registered owner of the Kodak Site is **Harrow View LLP** (LLP company registration number OC415893) of Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville LE671UF.

5.4.4 The area edged blue and numbered "7" on the extract of freehold title plan NGL863041 is the leasehold land known as land lying to the east of Harrow View, Harrow and is registered under leasehold title AGL483478. **Big Yellow Self Storage Company Limited** owns and occupies this leasehold land. Further details are set out in section 5.5 of this report.

EXTRACT OF FREEHOLD TITLE PLAN NGL863041



- 5.4.5 The land is registered with absolute freehold title, this being the best class of title available.
- 5.4.6 There is a pending Land Registry application on this freehold title number and, therefore, the Land Registry records only show the entries in the title register for freehold title number NGL863041 as of 27 February 2020, and not up to the present date. It is possible that there are entries that relate to the period after 27 February 2020.
- 5.4.7 The relevant part of the Kodak Site that is affected by the proposed footbridge enjoys the following Benefits:
- (a) The land has the benefit of the rights reserved by a Transfer of the land edged and numbered NGL892831 in green on the extract of freehold title plan

NGL863041 dated 29 December 2007 made between (1) Kodak Limited and (2) LS Harrow Properties Limited.

[Note: the land edged green and numbered NGL892831 is some distance away and is not within the immediate vicinity of the Site (see extract of freehold title plan NGL863041). Therefore, the rights have not been summarised in this report]

5.4.8 The relevant part of the Kodak Site that is affected by the proposed footbridge is subject to the following Incumbrances:

- (a) The land is subject to the rights granted by a Transfer of the land edged and numbered NGL892831 in green on the extract of freehold title plan NGL863041 dated 29 December 2007 made between (1) Kodak Limited and (2) LS Harrow Properties Limited. *[Note: the land edged green and numbered NGL892831 is some distance away and is not within the immediate vicinity of the Site. Therefore, the rights have not been summarised in this report – see extract of freehold title plan NGL863041]*
- (b) The land is subject to personal covenants contained in a transfer dated 28 April 2017 made between (1) Kodak Alaris Limited and (2) Harrow View LLP, under which Harrow View LLP covenants to observe and perform the matters contained/referred to in the registers of the Kodak Site so far as they affect the site and subsisting and capable of being enforced.
- (c) There are eight restrictions registered on the freehold title relating to plots H17-H24. The wording of each restriction is the same but is specific to the transfer of each plot in question and provides:

“RESTRICTION: No disposition of the registered estate other than a charge by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by a Conveyancer that the provisions of paragraph 4 of Schedule 1 of a transfer of land known as Plot [relevant plot] at Eastman Village, Kodak Building dated [relevant date] made between (1) Harrow View LLP and (2) [relevant purchaser] have been complied with.”

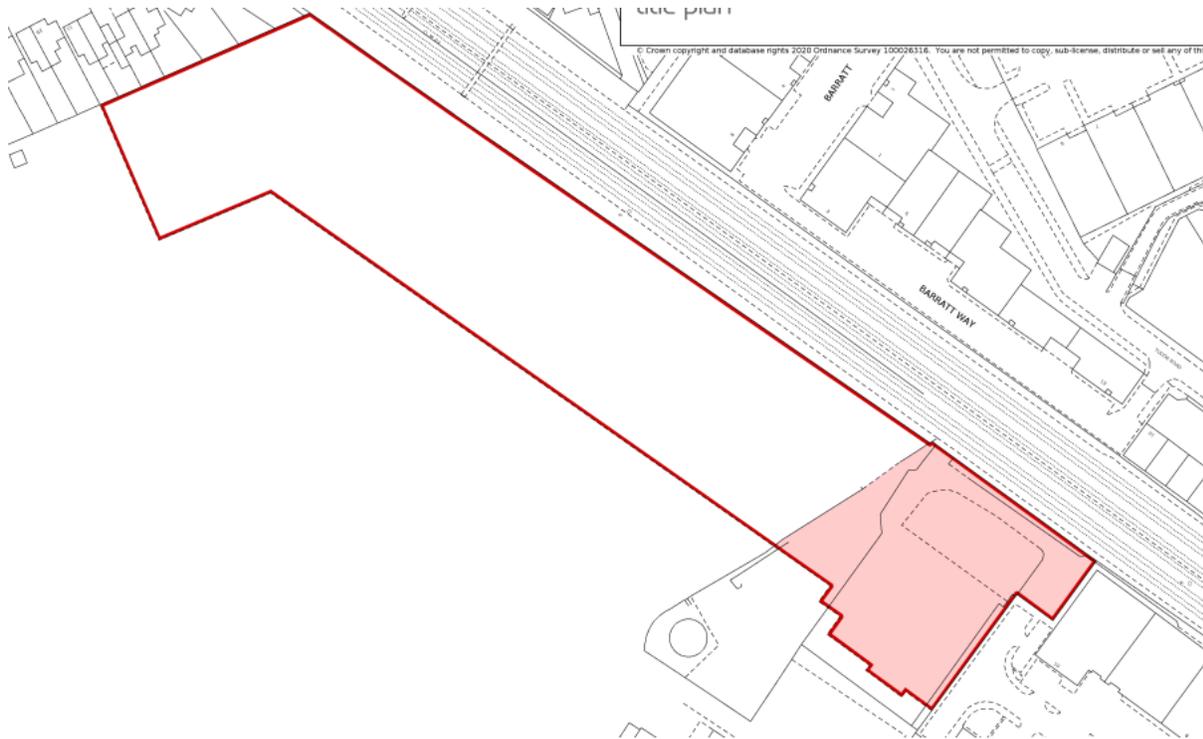
[Note: plots H17-H24 are some distance away and are not within the immediate vicinity of the land]
- (d) The land tinted pink on the extract of the freehold title plan NGL863041 (see above) is subject to the same payment of the annual sum of £10 referred to in paragraph 5.3.7(d) of this report.
- (e) The restrictive covenants set out in the 1877 Conveyance referred to in paragraph 5.3.7(e) of this report also affects the land tinted pink and blue on the extract freehold title plan NGL863041 (see above).

- (f) An Agreement dated 11 April 1939 made between 1) The Harrow Urban District Council and 2) Kodak Limited relates to the dedication of land as highway and the maintenance of sewers [Note: we are waiting for a copy of this agreement from the Land Registry]
- (g) The 7th July Transfer referred to in paragraph 5.3.6(a) of this report contains the following restrictive covenant which affects part of the Kodak Site which is tinted pink on the extract of the freehold title plan NGL863041 (see above):

“Not to use the land tinted pink or any part of it for any noisy, noxious or offensive trade or business or so as to cause a nuisance to the land owned by SOS Environment provided that the carrying out of building and engineering work in a proper manner upon the land shall not be a breach of this covenant.

5.5 Leasehold Title Number AGL483478

- 5.5.1 This is leasehold land known as land lying to the east of Harrow View, Harrow and lies to the south of the railway line.



- 5.4.2 The registered owner and occupant of this leasehold land is **Big Yellow Self Storage Company Limited** (Company Registration Number 05166173) of 2 The Deans, Bridge Road, Bagshot GU19 5AT pursuant to a lease dated 27 June 2019 for a long term from

and including 27 June 2019 expiring on and including 17 June 2017 and made between (1) Harrow View LLP (2) Big Yellow Self Storage Company Limited.

[Note: for the purposes of this report, we have not investigated the register for leasehold title number AGL483478, nor have we reviewed the provisions of the lease registered under this title. If you do require further information, please let us know.]

6. Highways

Enquiries have been made with the highways team, which show that Barratt Way is a private road and is not adopted and maintainable at public expense.

Tudor Road and Hailsham Drive are adopted highways.



7. Search results

7.1 Index map search

The result of our index map search confirmed that the Site is registered under the title numbers stated in paragraph 4.3 of this report and is not subject to any pending applications for registration or cautions against first registration.

7.2 Other searches

For the purposes of this report and in accordance with your instructions, local authority, water and drainage, environmental and utilities searches have not been carried out.

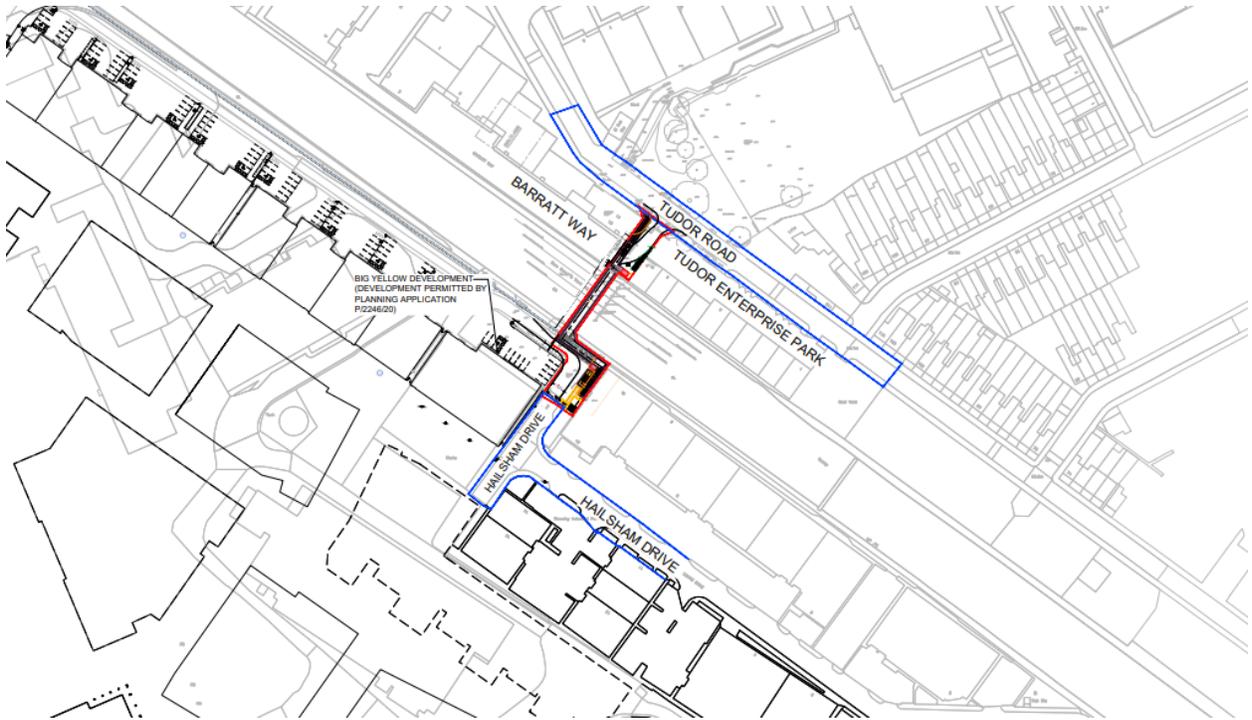
Andrea Beresford

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Signed: Andrea Beresford, Senior Lawyer – Property

HB Public Law

Dated: 28 September 2021

APPENDIX A: Location Plan of the Site



APPENDIX B: Topographical Survey Plan

