AUCTION PACKAGE RELATING TO LAND ADJACENT TO 124 STAMBRIDGE ROAD, ROCHFORD, ESSEX, SS4 1DP

CONTENTS

- 1. Special Conditions of Sale
- 2. Copy Title EX960593 and File Plan
- 3. TP1
- 4. CPSE 7
- 5. Copy Title EX788885 (showing right of way)
- 6. Copy Notice dated the 10th October 2017 that was placed on the land on this date prior to the fence being erected.
- 7. Official copy Deed dated 15th October 2012.

HM Land Registry Kingston upon Hull Office



DRYSDALES DX 2808 SOUTHEND

DX

Date 13 December 2017

Your ref HS ROCHFORD

Our ref RCS/EX960593

Completion of registration

Title number

EX960593

Property

Land at Coombes Farm, Stambridge

Road, Rochford (SS4 1ES)

Registered proprietor

The Parish Council of Rochford in the

County of Essex

Your application lodged on 29 September 2017 has been completed. An official copy of the register is enclosed together with an official copy of the title plan.

The official copy shows the entries in the individual register of title as at the date and time stated on it. You do not need to reply unless you think a mistake has been made in completing your application.

An owner's property is probably their most valuable asset so it's important to protect it from the risk of fraud. Please read our property fraud advice at www.gov.uk/protect-land-property-from-fraud

Important information about the address for service

If we need to write to an owner, a mortgage lender or other party who has an interest noted in the register, we will write to them at their address shown in the register. We will also use this address if we need to issue any formal notice to an owner or other party as a result of an application being made. Notices are often sent as a safeguard against fraud so it is important that this address is correct and up-to-date. If it is not, the property owner or other party may not receive our letter or notice and could suffer a loss as a result.

Up to three addresses for service can be entered in the register. At least one of these must be a postal address, but this does not have to be in the United Kingdom; the other two may be a DX address, a UK or overseas postal address or an email address.

Please let us know at once of any changes to an address for service.

For information on how a property owner can apply to change their contact details or add an address, please see www.gov.uk/government/publications/updating-registered-owners-contact-address on GOV.UK (or search for "COG1") or contact HM Land Registry Customer Support (0300 006 0411) (0300 006 0422 for Welsh speakers service) from Monday to Friday between 8am and 6pm.

If you require this correspondence in an alternative format, please let us know.

HM Land Registry Kingston upon Hull Office PO Box 75 Gloucester GL14 9BD

DX 321601 Gloucester 33

Tel 0300 006 0011 kingstonuponhull.office @landregistry.gov.uk

www.gov.uk/land-registry



Official copy of register of title

Title number EX960593

Edition date 29.09.2017

- This official copy shows the entries in the register of title on 13 December 2017 at 11:27:01.
- 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 December 2017.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title, see www.gov.uk/land-registry.
- This title is dealt with by HM Land Registry Peterborough Office.

A: Property register

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

ESSEX : ROCHFORD

(29.09.2017) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Coombes Farm, Stambridge Road, Rochford (SS4 1ES).

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 (29.09.2017) PROPRIETOR: The Parish Council of Rochford in the County of Essex of Parish Council Rooms West Street, Rochford, Essex SS4 1AS.
- 2 (29.09.2017) The value as at 29 September 2017 was stated to be between £200,000 and £500,000.

C: Charges register

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

1 (29.09.2017) The land is subject to any rights that are contained in a Conveyance of the land in this title dated 30 November 1950 made between (1) Arthur Davis Martin (Vendor) and (2) The Parish Council of Rochford in the County of Essex and affect the registered land.

NOTE: Copy filed.

C: Charges register continued

2 (29.09.2017) The land is subject to the following rights granted in a Conveyance of 118 Stambridge Road dated 6 April 1960 made between (1) Annie Chapman (Vendor) and (2) Charles Frederick Gaught (Purchaser) and affect the registered land:-

TOGETHER with the right (so far as the Vendor can grant the same) to pass and repass over the strip of land lying to the East of the property hereby conveyed to give access from the rear of the said dwellinghouse to Stambridge Road subject to and with the benefit of the combined drainage system serving this and the adjoining remises towards the West.

3 (29.09.2017) The land is subject to any rights that are granted by a Deed dated 15 October 2012 made between (1) The Parish Council of Rochford in the County of Essex and (2) Peter Lionel Freeman and Rose Lillian Freeman and affect the registered land.

NOTE: Copy filed under EX702840.

4 (29.09.2017) 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 notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	15.10.2009 edged in blue on the title plan	Electricity Sub Station, Stambridge Road	13.10.2009 21 years from 13 October 2009	EX842098

End of register



This official copy issued on 13 December 2017 shows the state of this title plan on 13 December 2017 at 11:27:01. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not

match measurements between the same points on the ground.

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

HM Land Registry

Transfer of part of registered title(s)



Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred	ł:
	EX960593	

- 2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
- 3 Property:

The land adjacent to 124 Stambridge Road, Rochford, Essex, SS4 1DP

The property is identified

- x on the attached plan and shown: coloured pink
- on the title plan(s) of the above titles and shown:
- 4 Date:
- 5 Transferor:

The Parish Council of Rochford in the County of Essex

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

- (a) Territory of incorporation:
- (b) Registered number in the United Kingdom including any prefix:
- 6 Transferee for entry in the register:

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

- (a) Territory of incorporation:
- (b) Registered number in the United Kingdom including any prefix:

,			
Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.	7	Tran regis	sferee's intended address(es) for service for entry in the ter:
	8	The	transferor transfers the property to the transferee
Place 'X' in the appropriate box. State the currency unit if other than sterling. If none	9	Con	sideration
of the boxes apply, insert an appropriate memorandum in panel 12.		[x]	The transferor has received from the transferee for the property the following sum (in words and figures):
			The transfer is not for money or anything that has a monetary value
			Insert other receipt as appropriate:
Place 'X' in any box that applies.	10	The	transferor transfers with
Add any modifications.	;	x	full title guarantee
,			limited title guarantee
Where the transferee is more than one person, place 'X' in the appropriate box.	11	Decl and	aration of trust. The transferee is more than one person
			they are to hold the property on trust for themselves as joint tenants
			they are to hold the property on trust for themselves as tenants in common in equal shares
Complete as necessary.			they are to hold the property on trust:
The registrar will enter a Form A restriction in the register unless: - an 'X' is placed: - in the first box, or - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or - it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance. These are both available on the GOV.UK website.			

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

12 Additional provisions

Definitions

"the Estate" - means the land now or formerly comprised in the Transferor's title

"the Neighbouring Premises" - means the Estate other than the Property

"the Perpetuity Period" - means the period of 80 years from the 1st January 2018

"the Service Media" - means the pipes sewers sewage pumps cables wires conduits aerials and other conducting media in the Estate, through which run or are transmitted surface and foul water gas electricity telephone and electrical radio and television signals and other impulses whether serving the Estate solely or with any adjoining or neighbouring land

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2. Rights granted for the benefit of the property None

Rights reserved for the benefit of other land

Excepted and reserved unto the Transferor and his successors in title the owners and occupiers of the Neighbouring Premises and any adjoining property owned or acquired by the Transferor and all persons authorised by him:

- 1. The right within the Perpetuity Period and upon reasonable notice to lay place in over or under the Property such new Service Media as may be required or to make connections to such Service Media now or hereafter laid making good any damage caused to the Property forthwith
- 2. The right of drainage and running of water and soil and passage of gas water electricity telecommunications and other services from and to the Neighbouring Premises into and through so much of the Service Media as are placed or laid in over or under or which shall within the Perpetuity Period be placed or laid in over or under the Property
- 3. The right to enter upon the Property on giving not less than 48 hours notice to the occupier thereof (save in the case of emergency) for the purpose of inspecting cleansing maintaining repairing and renewing the Neighbouring Premises including boundary walls and fences and the Service Media which serve the Neighbouring Premises subject

to the person excercising such right making good all damage caused or occasioned by or during the exercise of such rights

- 4. A right of support to and protection of parts of any building erected on the Neighbouring Premises enjoyed from the Property together all necessary rights for the eaves gutters rainwater pipes extractor fan outlets and foundations to protrude into or over the Property
- 5. The full right to develop any part of the Estate (other than the Property) as the Transferor may think fit notwithstanding that the exercise of this right results in the reduction in the flow of light and air to the Property or loss of amenity for the Property and the right to enter into the Common Areas in connection with such development

Include words of covenant.

Restrictive covenants by the transferee

For the benefit and protection of the Neighbouring Premises and so as to bind the Property into whosesoever hands the same may come the Transferee hereby covenants with the Transferor that the Transferee and the persons deriving title under him will at all times hereafter:

- 1. Observe and perform the restrictions and stipulations affecting the Estate set out below
- 2. Grant any easements wayleaves and licences to County and District Councils electricity boards and other statutory or public authorities and undertakers as any of them may require in connection with the Service Media ususally provided or maintained by them and being for the advantage and benefit of the Estate

Restrictive covenants by the transferor

None

Include words of covenant.

Other

Restictions and Stipulations affecting the Estate

- 1. Nothing shall be done on the Property so as to create a nuisance annoyance or inconvenience to the owners and occupiers of the Neighbouring Premises
- 2. Not to do or cause or permit to be done anything likely to cause damage or injury or to prevent access to any Service Media and to take all reasonable precautions to prevent such damage or

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

injury thereto

- 3. To observe and perform the covenants contained or referred to within title number EX960593(so far as they relate to the Property) and to indemnify the Transferor in respect of any breach thereof
- 4. To erect and forever maintain a suitable fence along the boundary marked with an inward facing T on the attached plan
- 5. Not to use the Property for any use other than housing

Agrments and Declarations

IT IS HEREBY AGREED AND DECLARED as follows:

- 1. The Transferor may at any time within the Perpetuity Period release vary or modify any stipulations relating to adjoining or neighbouring land whether imposed or entered into before or at the same time as or after this Transfer and whether they are the same as the restrictions or stipulations contained in this Transfer or not and notwithstanding that such adjoining or neighbouring land forms part of the Estate and the right to release vary or modify hereby reserved shall be exercisable by the Transferor or his successors in title to the Estate or any part or parts thereof except that in the case of those deriving title by way of Transfer on Sale or Gift the said right shall be exercisable only by those to whom it is expressly assigned
- 2. Nothing contained in or implied by this Transfer shall operate to impose any restriction on the manner in which the Transferor or his successors in title may deal with other land belonging to him or them or otherwise entitle the Transferee to apply to the Registrar for entry of notice of the stipulations against the Title of the Transferor and the Transferor shall not in any way be bound by the plotting or general scheme of development of the Estate and may from time to time alter or vary the same in such manner as it may in its absolute discretion think fit
- 3. Nothing contained in or implied by this Transfer shall entitle the Transferee to any easement or right to access of light or air to any building erected or to be erected on the Property or to any other easement or right (except as herein expressly granted) which would in any way interfere with or restrict the user of the Transferors neighbouring or adjoining land for building or any other purpose and the access of such light or air or other easement or right shall be deemed to be enjoyed by the lease and licence of the Transferor and not as a right
- 4. In this Transfer the masculine gender includes the feminine gender the singular includes the plural and vice versa and all covenants by more than a single person are joint and several covenants by

both	or	ali	${\tt covenanting}$	parties	

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to <u>Joint property ownership</u> and <u>practice quide 24: private trusts of land</u> for further guidance.

Remember to date this deed in panel 4.

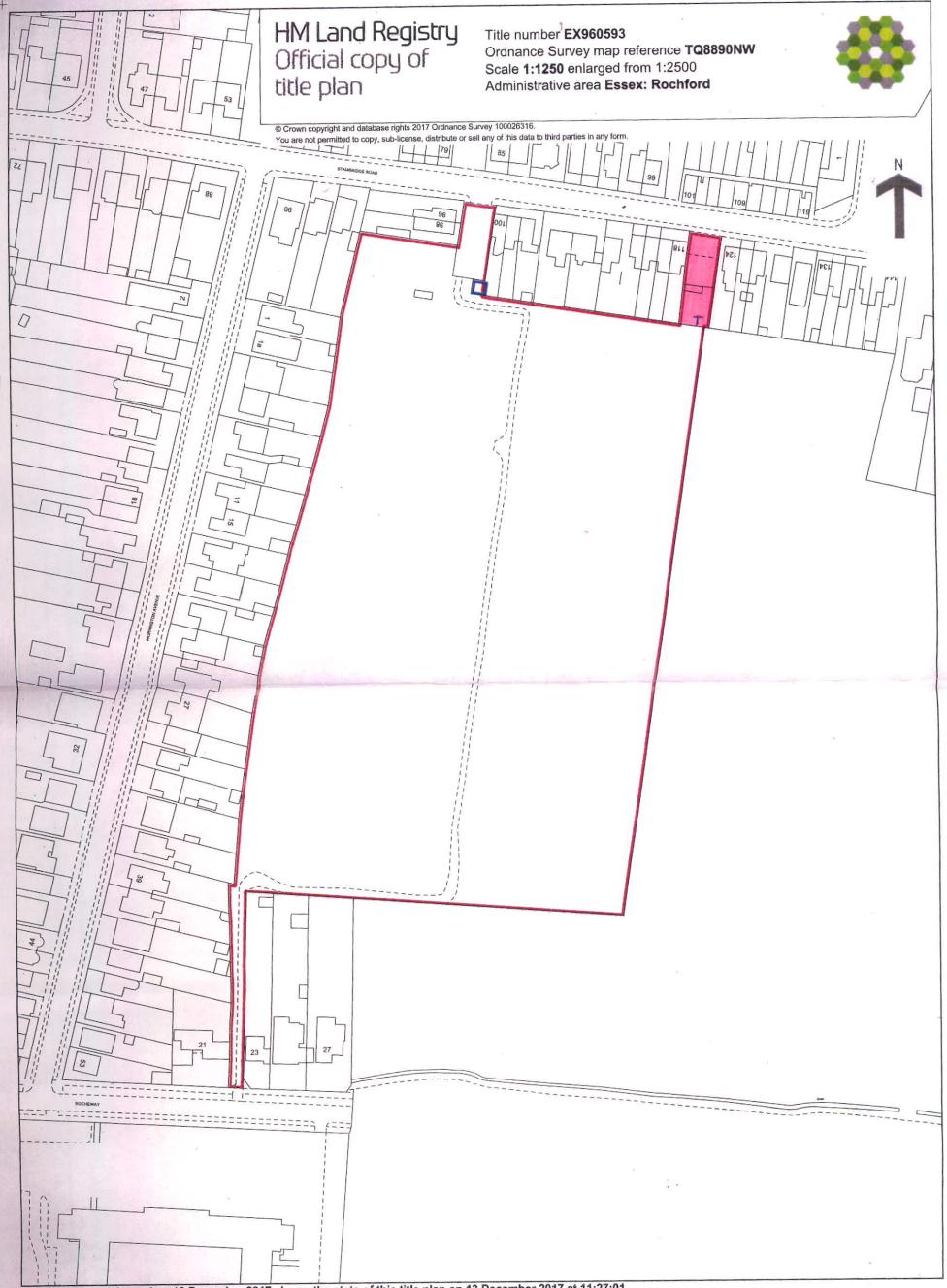
13 Execution	
Signed as a deed by The Parish Council of Rochford in the County of Essex acting by its Clerk Janice V Rigby in the presence of:	Signature
Signature of witness	
Name (in BLOCK CAPITALS)	
Address	
Signed as a deed by in the presence of:	Signature
in the presence of:	,
	,
in the presence of: Signature of witness	,
in the presence of: Signature of witness Name (in BLOCK CAPITALS)	,
in the presence of: Signature of witness Name (in BLOCK CAPITALS)	,

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.



This official copy issued on 13 December 2017 shows the state of this title plan on 13 December 2017 at 11:27:01.

It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

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The electronic official copy of the register follows this message.

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



Official copy of register of title

Title number EX788885 Edition date 02.09.2014

- This official copy shows the entries on the register of title on 19 JUL 2016 at 10:17:00.
- 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 19 Jul 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, Peterborough Office.

A: Property Register

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

ESSEX : ROCHFORD

- 1 (12.02.2007) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 118 Stambridge Road, Rochford (SS4 1DP).
- 2 (12.02.2007) The land has the benefit of the rights granted by but is subject as mentioned in a Conveyance of the land in this title dated 6 April 1960 made between (1) Annie Chapman (Vendor) and (2) Charles Frederick Gaught (Purchaser) in the following terms:-

"TOGETHER with the right (so far as the Vendor can grant the same) to pass and repass over the strip of land lying to the East of the property hereby conveyed to give access from the rear of the said dwellinghouse to Stambridge Road subject to and with the benefit of the combined drainage system serving this and the adjoining remises towards the West"

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 (02.09.2014) PROPRIETOR: ALLEN SCOTT ROBINSON and KATIE EMMA VENUS of 118 Stambridge Road, Rochford SS4 1DP.
- 2 (02.09.2014) The price stated to have been paid on 1 August 2014 was £187,000.
- 3 (02.09.2014) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 4 (02.09.2014) 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

Title number EX788885

B: Proprietorship Register continued

by the proprietor for the time being of the Charge dated 1 August 2014 in favour of Cambridge Building Society referred to in the Charges Register.

C: Charges Register

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

1 (12.02.2007) A Conveyance of the land in this title and other land dated 12 June 1901 made between (1) Silas Pledger and Ernest Copland Gray (Vendors) and (2) Thomas Chapman and Philip Yeatman Gerrard (Purchasers) contains the following covenants:-

"the said Thomas Chapman and Philip Yeatman Gerrard hereby covenant with the Vendors that they will keep observe and confirm to the said stipulations contained in the Second Schedule

The Second Schedule above referred to

- 1. The said Thomas Chapman and Philip Yeatman Gerrard shall forthwith erect and maintain within the boundary good and sufficient pale and space or close boarded fences on the sides of the land hereby conveyed marked T on the said plan.
- 2. No house building or structure shall be erected on the land hereby conveyed in advance of the building line shown on the said plan such building line being eight feet from the high road.
- 3. No gravel sand clay or soil shall be dug or removed on or from the said land hereby conveyed or any part thereof except such as may be necessary for foundations of buildings or for the purpose of drainage and water supply.
- 4. No hut or tent shall be allowed to stand permanently on the land hereby conveyed or any part thereof.
- 5. All houses or other buildings to be erected on the land hereby conveyed shall front or face the High Road."

NOTE:-The southern and eastern boundaries of the land in this title are marked T referred to.

- 2 (02.09.2014) REGISTERED CHARGE dated 1 August 2014.
- 3 (02.09.2014) Proprietor: CAMBRIDGE BUILDING SOCIETY of 51 Newmarket Road, Cambridge CB5 8EG.
- 4 (02.09.2014) The proprietor of the Charge dated 1 August 2014 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

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

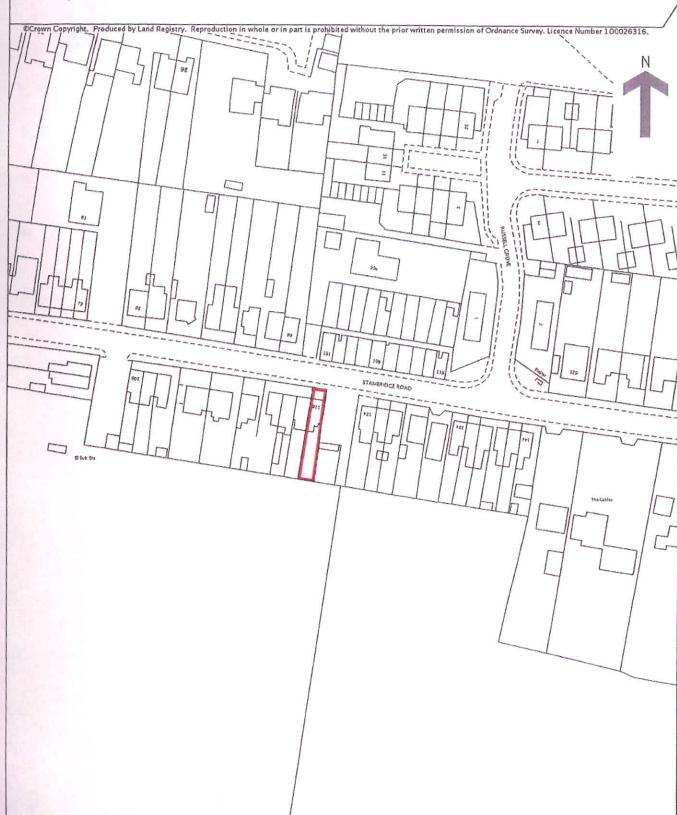
This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

This official copy is issued on 07 June 2016 shows the state of this title plan on 07 June 2016 at 14:56:00. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the Land Registry, Peterborough Office.

Land Registry Official copy of title plan

Title number EX788885
Ordnance Survey map reference TQ8890NW
Scale 1:1250
Administrative area Essex: Rochford







ROCHFORD PARISH COUNCIL

Parish Council Rooms West Street Rochford Essex SS4 1AS

Telephone/Fax: 01702 540722

Mobile: 07848438408

Email: clerk@rochfordparishcouncil.gov.uk

Clerk to the Council: Mrs. J. V. Rigby Cert. HE Local Policy

10 October 2017

IMPORTANT NOTICE

This area will be fenced off on Friday 13th October

Any vehicles left on the site will be deemed as parked without the authority of the Landowners and will be fenced in.

Janice V Rigby
Clerk to the Council

These are the notes referred to on the following official copy

Title Number EX702840

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.

We hereby certify that this is a

true copy of the original

Date

15-0670882012

Aton House, 149, Leigh road, Leigh on Sea, Essex, SS9 1JF 17th October, 2012.

SEQ188

DEED OF GRANT OF RIGHT OF WAY

relating to



116 Stambridge Road Rochford Essex SS4 1DP

COSA

BETWEEN

The Parish Council of Rochford in the County of Essex (1)

and

18.10.2012

ULIAN

Peter Lionel Freeman and Rose Lillian Freeman (2)

FORBES MACLEAN

Aton House 149 Leigh Road Leigh on Sea Essex SS9 1JF

Tel: 01702 472747

THIS DEED made on the Therm day of Celober 2012
BETWEEN THE PARISH COUNCIL OF ROCHFORD IN THE COUNTY OF
ESSEX of The Parish Council Rooms West Street Rochford in the said County of
Essex SS4 1AS and PETER LIONEL FREEMAN and ROSE LILLIAN
FREEMAN both of 116 Stambridge Road Rochford aforesaid SS4 1DP

In this Deed the following terms shall have the following meanings:

"plan" means the plan attached to this Deed

Definitions

"the Council's property" means the property described in Schedule 1 and where the context so permits or requires any part of it

"Mr & Mrs Freeman's property" means the property described in Schedule 2 and where the context so permits or requires any part of it

"the Council and others" means the Parish Council of Rochford in the County of Essex and its successors in title owners or occupiers for the time being of the Council's property and its undertenants and servants and all other persons authorised by it or them

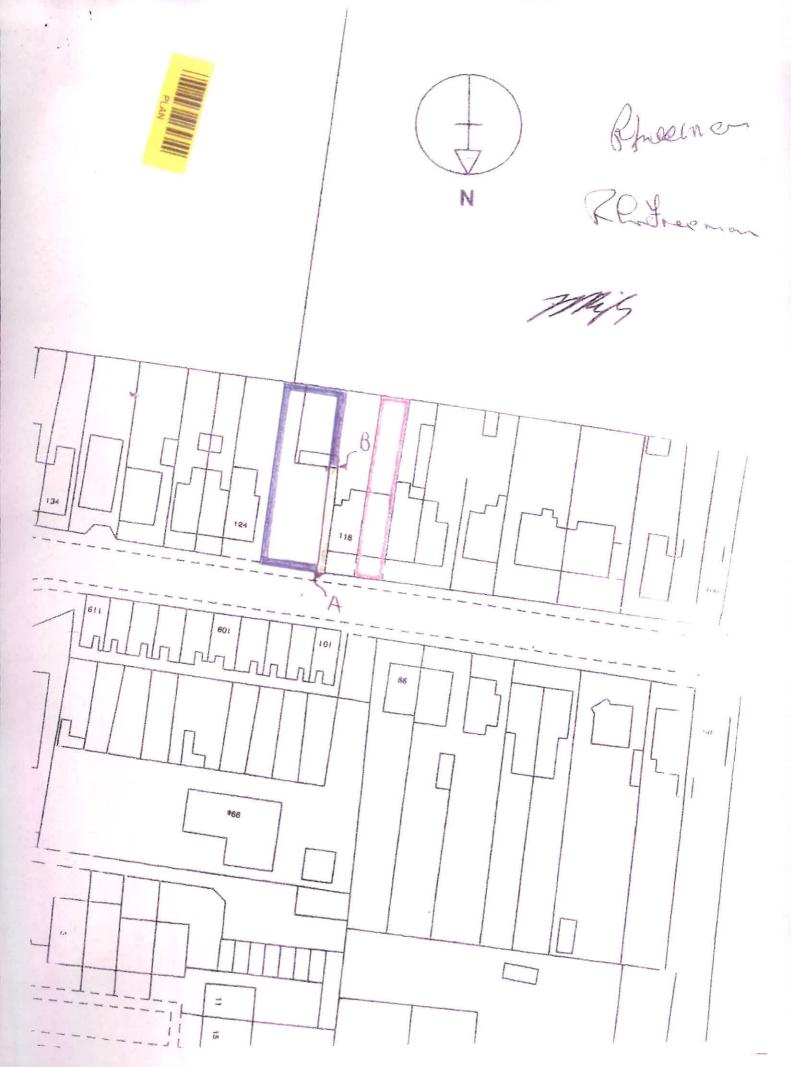
"Mr & Mrs Freeman and others" means Peter Lionel Freeman and Rose Lillian Freeman and their successors in title owners or occupiers for the time being of Mr & Mrs Freeman's property and their undertenants servants and all other persons authorised by them

"rights" means the right for Mr & Mrs Freeman and others in common with others at all times and for all purposes in connection with the use of Mr & Mrs Freeman's property 116 Stambridge Road Rochford in the said County of Essex SS4 1DP to pass on foot along the accessway

"accessway" means the accessway forming part of the Council's property one metre wide between the points A and B on the plan the approximate position and extent being shown on it by the green line

"Clause" and "Schedule" means respectively clauses or schedules in this Deed unless the context shows a contrary meaning

"now" and "today" means at the date of this Deed



Background

The Council and Mr & Mrs Freeman are respectively seized of the Council's property and Mr & Mrs Freeman's property free from encumbrances

Grants of right of way

 The Council with full title guarantee grants the rights to Mr & Mrs Freeman in fee simple as appurtenant to Mr & Mrs Freeman's property.

Land Registry

4. Mr & Mrs Freeman agree to ensure that they shall apply to the Chief Land Registrar for entry of a notice of the rights in the Property Register of Title No EX702840 as appurtenant to the land in that title.

Acknowledgement for production

- The Council acknowledges the right of Mr & Mrs Freeman to the production of the Conveyance made 30th November 1950 between Arthur Davis Martin of the one part and the Council of the other part.
- It is hereby certified that the transaction effected by this document does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £125,000.00

Interpretation

 The headings to clauses are inserted for ease of reference only and shall not affect the construction of this document.

Schedule 1

ALL THAT freehold piece or parcel of land more fully set out and described in the Conveyance made the 30th November 1950 between Arthur Davis Martin of the

one part and the Council of the other part which includes the land lying between numbers 118 and 124 Stambridge Road shown edged in blue on the plan.

Schedule 2

ALL THAT freehold land and premises being 116 Stambridge Road Rochford in the said County of Essex SS4 1DP as the same be registered with Absolute Freehold Title at the Land Registry under Title No EX702840 shown edged red on the plan.

IN WITNESS whereof the hand of the Rochford Parish Council acting by its Clerk the day and year first before written

SIGNED by the PARISH COUNCIL OF ROCHFORD IN THE COUNTY OF ESSEX acting by its Clerk Janice V Rigby in the presence of:-

N THE COUNTY
by its Clerk
the presence of:-

Mr J. R. Bond

SIGNED as a DEED and DELIVERED by the above named PETER LIONEL FREEMAN and ROSE LILLIAN FREEMAN in the presence of:-

to class build flegistial

20/09/12

Phoeno.

MR CHRISTIAAN DERRICK

142 STAMBRIDGE ROAD

ROCHFORD

ESSEX

554 10P

OFFICE ADMINISTRATOR

Statutory Declaration

I JANICE RIGBY as Clerk to the Parish Council of Rochford in the County of Essex of Parish Council Rooms West Street Rochford Essex SS4 1AS do SOLEMNLY AND SINCERLEY DECLARE as follows:

- 1. The Parish Council owns the land adjacent to 124 Stambridge Road, Rochford, Essex, SS4 1DP as is registered together with other land under title number EX960593. The land is coloured pink on the attached plan ('the Land').
- 2. It has come to the Councils attention that the owner of 124 Stambridge Road has been using the Land to park on and to gain access on foot to their property. The Council noted in June 2017 that there had been a gate installed leading from number 124 directly onto the Land.
- 3. The Council instructed Solicitors to liaise with the owner of 124 Stambridge Road and the bundle of correspondence is attached.
- 4. I confirm that to the best of my knowledge, the Council does not hold any further information in relation to this matter, other than what is included in the attachment.

AND I MAKE THIS SOLEMN DECLARATION from my own knowledge of the Land conscientiously believing in the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

DECLARED by the above named

JANICE RIGBY

34 West ST.

ROCHERD

ESSEX SSUIAJ

this 21 date of MARCH .2018

Before me

A Solicitor/Commissioner for Oaths

Nairnsey Fisher & Lewis 3 | West Street lochford, Essex SS4 1AJ