

Title Summary

Proposed development at Foxbury Farm, Stone Street, Seal, Sevenoaks

The property comprises titles registered at HM Land Registry under title numbers:

K824849 (to include all land edged red and blue other than the land edged heavy black)

TT20230 (marked "1" and edged heavy black)

TT20229 (marked "2" and edged heavy black)

Phase 1 of the development is edged red on the attached plan for which planning permission has been granted under reference SE/17/02596/FULL.

Phase 2 of the development is edged blue on the attached plan and is pending the grant of planning permission

Matters benefiting Phase 1	
	The transfers of 1-4 Rosemary Cottages (on the western boundary of Phase 1) reserve a right to the land comprising Phase 1 to the free passage of water, gas, electricity and other services to and from any service media laid in or under the land comprising Rosemary Cottages. This includes the right to enter onto that land to connect up to, repair and maintain any of the service media subject to providing

	<p>reasonable notice and making good any damage.</p> <p>Whether this is of any particular benefit to the development of Phase 1 remains to be determined.</p>
	<p>The transfers of 3-4 Rosemary Cottages grant Phase 1 a right of way over the land lined green on the plan subject to contributing to the cost of maintaining the road.</p> <p>This right of way seems redundant as all the cottages have been sold off and the right of way is wholly located within the Rosemary Cottages boundaries.</p>
	<p>The transfers of 1 - 3 Rosemary Cottages include a covenant by the owners to erect and maintain a boundary fence along the boundary of those properties and Phase 1 (between points A – E on the plan).</p>
	<p>A 1922 conveyance grants:</p> <ul style="list-style-type: none"> a) unknown rights over a slither of land which appears to be along the northern boundary of the Property hatched black on the plan, b) a right of way over what appears to be the land marked RW on the plan. <p>The plan filed with Land Registry describing the location of the above rights is old but the</p>

	<p>relevant locations can be loosely compared with the title plan.</p>
<p>Matters burdening Phase 1</p>	
	<p>The transfer of 1 Rosemary Cottage grants a right of way over Phase 1 on an accessway lined brown on the plan to the owner of that cottage.</p> <p>Phase 1 is bound by a covenant to repair and maintain the accessway lined brown on the plan.</p> <p>1 Rosemary Cottage is bound by a covenant to contribute to the cost of repairing and maintaining the accessway lined brown on the plan.</p>
	<p>The transfers of 1-4 Rosemary Cottages grant a right to the owners of the free passage of water, gas, electricity and other services to and from any service media laid in or under the property comprised in Phase 1. This includes the right to enter onto the property comprising Phase 1 to connect up to, repair and maintain any of the service media subject to providing reasonable notice and making good any damage.</p> <p>Phase 1 is bound by a covenant to repair and maintain the service media.</p>

	<p>1-4 Rosemary Cottages are bound by a covenant to contribute to the cost of repairing and maintaining the service media.</p> <p>The above covenants are not fully defined and it is not clear if the covenant relates to all service media on the land comprising Phase 1 and 1-4 Rosemary Cottages or just the land comprising Phase 1 or simply the service media used by 1-4 Rosemary Cottages.</p>
	<p>A transfer of the land edged heavy black and marked 1 and 2 on the plan grants the owner a right of way over an accessway lined pink comprised in Phase 1.</p> <p>Phase 1 is bound by a covenant to repair and maintain the accessway lined pink on the plan.</p> <p>The land edged heavy black and marked 1 and 2 on the plan is bound by a covenant to contribute to the cost of repairing and maintaining the right of way lined pink and to maintain a boundary fence along their boundary with Phase 1.</p>
	<p>A lease dated 12 September 2018 between the (1) Seller and (2) Fourayes Farm Limited ('the Lease') of the three cold stores on the land comprising Phase 1 (marked "CS" on the plan) for a term to expire on 31 March 2019. The Lease contains a break clause whereby the landlord can terminate the lease by serving notice on the tenant at any time in the event of planning enforcement action being taken by</p>

	<p>the Local Planning Authority or other authorised body. The Lease is contracted out of the security of tenure provisions contained in sections 24-28 of the Landlord and Tenant 1954 and the tenant will not have a right to renew their Lease on the expiry of the term.</p>
<p>Matters burdening Phase 2</p>	
	<p>The land shaded yellow on the plan is subject to covenants in favour of the land to the east to a) erect and maintain a stock-proof fence on the boundary, b) not to use the land so that it is a nuisance, c) for the period of 10 years from 11 May 1992 not to erect a structure or building without their consent d) to plant an evergreen screening hedge inside boundary.</p> <p>Clearly any prospective buyer will investigate whether such service media actually exists and the extent to which any of these rights impact the development. The rights may need to be varied in anticipation of the proposed development.</p>
	<p>The land shaded green is subject to such restrictive covenants (if any) as may have been imposed thereon before 29 January 2014 and are still subsisting and capable of being enforced. .</p>

Disclaimer: This Summary is for information only and is not intended to be definitive. Prospective buyers must carry out a full investigation of title and take appropriate advice.