Land Registry

Official copy of register of title

Title number WSX177190 **Edition date 12.09.2008**

- This official copy shows the entries on the register of title on 25 Jun 2009 at 10:33:34.
- 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 25 Jun 2009.
- 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 Land Registry website www.landregistry.gov.uk or Land Registry Public Guide *1-A guide to the information we keep and how you can obtain it.*
- This title is dealt with by Land Registry Portsmouth Office.

A: Property Register

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

WEST SUSSEX : ADUR

1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the south side of Albion Street and Fishersgate Terrace, Shoreham-by-Sea.

NOTE: As to the part numbered 1 on the filed plan the part of the premises that overhangs the steps is not included in the title.

2 (18.02.1993) The land edged mauve on the filed plan has the benefit of the following rights granted by a Deed of Exchange dated 13 January 1966 made between (1) Sydney Albert Lamkin (Mr Lamkin) (2) The Council for the Urban District of Southwick (Council) and (3) Regent Oil Company Limited (Company):-

"Mr Lamkin as beneficial owner HEREBY GRANTS unto the Council

(i) Full right and liberty for the Council and its successors in title the owners and occupiers of the Council's land or any part thereof and the Council's or their servants and licensees (in common with Mr Lamkin and all others having the like right) at all times hereafter by day or night to pass and repass with or without vehicles and equipment of any description for all purposes connected with the development use and enjoyment of the Council's land over and along the land edged green on the plan annexed hereto marked "A" (hereinafter called "the right of way")

(ii) Full right and liberty for the Council and its successors in title the owners and occupiers of the Council's land or any part thereof at all times to lay mains pipes wires cables and drains under the right of way and for the purpose of laying inspecting cleansing repairing and maintaining any such mains pipes wires cables or drains to enter upon the right of way and break up the surface thereof"

"EXCEPT AND RESERVING Unto the Council

(i) Full right and liberty for the Council and its successors in title the owners and occupiers of the Council's land or any part thereof and the

A: Property Register continued

Council's or their servants and licensees (in common with Mr Lamkin and all others having the like right) at all times hereafter by day or night to pass and repass with or without vehicles and equipment of any description for all purposes connected with the development use and enjoyment of the Council's land over and along the land hatched brown on the plan annexed hereto marked "A"

(ii) Full right and liberty for the Council and its successors in title the owners and occupiers of the Council's land or any part thereof at all times to lay mains pipes wires cables and drains under the said land hatched brown on the said plan and for the purpose of laying inspecting cleansing repairing and maintaining any such mains pipes wires cables or drains to enter upon the said land and break up the surface thereof."

NOTE: The land edged green and hatched brown on the plan referred to are hatched blue and hatched brown respectively on the filed plan.

3 (18.02.1993) The land has the benefit of the following rights granted by the Transfer dated 5 February 1993 referred to in the Charges Register:-

"THE property is transferred together with the benefit of the rights set out in the First Schedule

FIRST SCHEDULE

.....

The property is sold together with a right (in so far as the Transferor may be able to grant such a right) for the Transferee its successors in title and those authorised by it (together with all other persons entitled to similar rights) to pass and repass with or without vehicles and equipment at all times during the day and night and for all purposes over and along the access roadway shown coloured green on the plan annexed to a Lease dated the 1st December 1965 and made between Southwick Urban District Council (1) Regent Oil Company Limited (2)

NOTE: The accessway coloured green referred to is hatched blue, hatched brown and edged blue on the filed plan.

B: Proprietorship Register

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

Title absolute

1 (18.02.1993) PROPRIETOR: SHOREHAM PORT AUTHORITY of Harbour Office, Albion Street, Southwick, W.Sussex BN42 4ED.

2 (18.02.1993) The Transfer dated 5 February 1993 referred to in the Charges Register contains purchasers personal covenants details of which are set out in the Schedule of Personal Covenants hereto.

Schedule of personal covenants

1 The following are details of the personal covenants contained in the Transfer dated 5 February 1993 referred to in the Proprietorship Register: -

"THE Transferee covenants with the Transferor to observe and perform the covenants set out in the Third Schedule

4. THE Transferee covenants with the Transferor by way of indemnity only to perform and observe the covenants restrictions and conditions contained in or referred to in the Leases listed in Part II of the Second Schedule (so far as they are effective capable of enforcement and relate to the property hereby Transferred)

THIRD SCHEDULE

Schedule of personal covenants continued

The Transferee and its successors in title hereby covenants with the Transferor to:

(a) Reconstruct to the reasonable satisfaction of the Transferor the Lock Gates in accordance with Drawing Number 7394/C1 (or such other substituted plan or plans as may be approved by the Transferor such approval not to be unreasonably withheld or delayed) such works to be completed by 31st December 1993

(b) Indemnify the Transferor againt any expenses loss claims proceedings or liability howsoever arising as a result of the sale by the Transferor to the Transferee of the land hatched blue on the plan annexed to the Lease dated 1st December 1965 made between the Urban District Council for the Urban District of Southwick (1) Regent Oil Company Limited (2)".

NOTE 1: The Leases referred to in the Charges Register are two of the leases referred to in Part II of the Second Schedule

NOTE 2: The land hatched blue referred to is tinted mauve on the filed plan.

C: Charges Register

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

1 (18.02.1993) A License dated 26 January 1900 made between (1) John Hall and (2) The Portslade and Southwick Outfall Sewerage Board relates to the flushing inlet opposite Colebrook Road.

NOTE: Copy filed.

2 (18.02.1993) A Waylease Agreement dated 29 September 1932 by Nathaniel Francis Laurance Hall relates to the placing of 2 underground transmission lines.

NOTE: Copy filed.

3 (18.02.1993) By an Agreement dated 3 October 1932 made between (1) Urban District Council for the Urban District of Southwick and (2) Shoreham & District Electric Lighting & Power Company Limited relates to laying of cables.

NOTE: Copy filed.

4 (18.02.1993) A Wayleave Agreement dated 12 June 1933 by Southwick Urban District Council relates to laying of cables.

NOTE: Copy filed.

5 (18.02.1993) The land edged yellow on the filed plan is subject to the following rights contained in a Conveyance dated 24 June 1936 made between (1) Arthur Wilby Hall (Vendor) and (2) Urban District Council for the Urban District of Southwick (Council):-

"subject ..... (d) As to the land fourthly hereinbefore described to rights of way of the public thereover (if any) and (e) As to "the Hard" lying between the Bonding post marked in the part numbered seventeen on the said plan drawn hereon and the Western boundary of the said part marked numbered seventeen on the said plan to any existing rights of breaching mooring and repairing boats thereon".

NOTE: The fourthly described land is tinted blue on the filed plan. The bonding post and the part numbered 17 referred to are reproduced and tinted pink and tinted yellow on the filed plan.

6 (18.02.1993) The land edged yellow on the filed plan is subject to the rights granted by a Deed of Easement dated 24 January 1952 made between (1) The Urban District Council of Southwick and (2) British Electricity Authority.

The said Deed also contains restrictive covenants by the grantor.

C: Charges Register continued

NOTE: Duplicate filed.

7 (18.02.1993) A Wayleave Agreement dated 9 June 1955 by Southwick Urban District Council relates to laying of cables.

8 (18.02.1993) 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.

9 (18.02.1993) The parts of the land affected thereby are subject to the following rights granted by the Lease of the land tinted brown on the filed plan dated 1 December 1965 referred to in the Schedule of Leases hereto:

"TOGETHER WITH

(i) Full right and liberty for the Tenant and its successors in title the owners or occupiers of the land hereby demised or any part thereof and the Tenant's or their servants and licensees (in common with the Landlord and all others having the like right) at all times hereafter by day or night to pass and repass with or without vehicles and equipment of any description for all purposes connected with the development use and enjoyment of the land hereby demised over and along the right of way

(ii) Full right and liberty for the Tenant and its successors in title the owners and occupiers of the land hereby demised or any part thereof with the prior consent of the Landlord (such consent not to be unreasonably withheld) at all times to lay mains pipes wires cables and drains under the right of way and for the purpose of laying inspecting cleansing repairing and maintaining any such mains pipes wires cables or drains to enter upon the right of way and break up the surface thereof and

(iii) The sole right of mooring boats to the wharf to be constructed by the Company on the demised premises and for this purpose to use and occupy the land covered with water belonging to the Landlord and adjoining the said wharf subject only to the observance and performance of all statutory and local regulations relating to such user and to the lawful requirements of the Shoreham Harbour Trustees".

NOTE: The "right of way" referred to is hatched yellow on the filed plan so far as it falls within the title.

10 (18.02.1993) The land is subject to the following rights contained in a Transfer of the land in this title dated 5 February 1993 made between (1) Adur District Council (Transferor) and (2) Shoreham Port Authority (Transferee):-

"but subject to ..... any Agreements Wayleave Agreements Licences or Deeds of Easement entered into by the Transferor or its predecessor Authority with any of the statutory undertakers in respect of any cables or pipes laid under or over the property"

11 (15.10.1998) The land is subject to the rights granted by a Deed of Grant dated 12 October 1998 made between (1) Shoreham Port Authority and (2) Seeboard PLC.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

12 (27.11.1998) The parts of the land affected thereby are subject for a term from 6 November 1998 to 5 November 2028 to the following rights granted by a Lease being a Power Station Site and Pumping Station registered under WSX226164 dated 6 November 1998 made between (1) Shoreham Port Authority (Landlord) and (2) South Coast Power Limited (Tenant):-

"TOGETHER with the benefit of the Tenant and all others authorised by the Tenant:

(i) the rights to use the facilities set out in Part 1 of the First Schedule ("the Facilities") and of access at all times and for all purposes relating thereto and

(ii) the other rights set out in Part 2 of the First Schedule

C: Charges Register continued

BUT SUBJECT to the rights of the Landlord to permit the use of the Sea Outfall and Cross Channel Tunnel as defined in Part 1 of the First Schedule on the terms agreed or determined under the provisions of Part 3 of the First Schedule

THE FIRST SCHEDULE

Part 1

The Facilities

1. The Cooling Water Culvert ("CWC")

The exclusive right to construct lay use maintain repair and renew the CWC in a position approximately shown between points 'A' and 'B' and within the strip of land coloured green on Plan C and beneath the roadway and in accordance with a design and specifiction first approved by the Landlord (such approval not to be unreasonably withheld or delayed) and in all respects to the reasonable satisfaction of the landlord and subject to the following conditions:

(a) the Tenant shall

(i) prior to commencing any works of excavation and construcltion for the CWC give to the Landlord not less than 28 days notice and

(ii) if and as soon as available give to the Landlord copies of all material statutory or other consents

(b) the Tenant shall prior to commencing any works of maintenance repair or renewal give to the Landlord (except in case of emergency) not less than 7 days notice

(c) compliance at the tenant's expense with any proper conditions reasonably imposed by the Landlord in connection with the exercise of these rights for the proper control and management of the Port including (without prejudice to the generality of the foregoing) requirements for the proper traffic regulation of the Port prevention of damage to the Landlord's installations and apparatus and those of public utilities fencing of working areas facilities for the inspection of the CWC whilst under construction repair or renewal and for ensuring that passage at all times is maintained along Basin Road South

(d) making good at the Tenant's expense of all damage done in the exercise of any works including reinstatement of the road surface to the satisfaction of the Landlord

(e) prior notification being given to any public utility in respect of any apparatus within the vicinity of the CWC and compliance at its own expense with any requirement of that utility for the protection of its apparatus

(f) the works being carried out diligently and without delay

(g) as laid plans being provided to the Landlord on completion of the laying of the CWC or any alterations to it

2. Sea Outfall and Cross Canal Tunnel and Access Buildings

2.1 The exclusive right to use maintain repair and renew

(a) the Sea Outfall in the position approximately shown between Points "C" and "D" and by a brown line on Plan C and any extension to the Sea Outfall constructed by the Landlord pursuant to paragraph 8 of the Second Schedule

(b) the Cross Canal Tunnel in the position approximately shown between Points "E" and "F" by an orange line on Plan C and

(c) the Access Buildings shown marked "F" on Plan C

subject to the conditions set out in Paragraph 1 of this Part of this Schedule so far as the same are applicable

C: Charges Register continued

2.2 The exclusive right to construct and thereafter to use maintain repair and renew

(a) An extension to the existing Sea Outfall shown hatched pink on Plan C linking the Demised Premises and Point "C" on Plan C

(b) A gas pipeline linking Point "F" on Plan C with the boundary of the adopted highway known as Albion Street in the approximate position shown coloured blue on Plan C

Subject to conditions set out in paragraph 1 of this Part of the Schedule so far as the same are applicable

3. New Access

The exclusive right to construct and thereafter to maintain repair or renew an access road on the lands retained by the Landlord in a position approximately shown between Points "W" and "X" and "G" and "H" on Plan C and in accordance with a design specification and plans first approved by the Landlord (such approval not to be unreasonably withheld or delayed) and subject to the conditions set out in Paragraph 1 of this Part of this Schedule so far as they are relevant to the works proposed

Part 2

Rights Granted to the Tenant

1. A right of way with or without vehicles for the Tenant and all persons authorised by the Tenant in common with the Landlord its tenants and servants and all persons authorised by them and all other persons entitled to use the same at all times and for all purposes over and along

(a) (i) the access roads coloured light blue on Plan C ("the Access Roads") and

(ii) the roadway known as Basin Road South

in each case to and from the public highway and subject in the case of Basin Road South to such closure as may be necessary and reasonable to prevent the acquisition of rights of way for persons other than as provided for in this Lease PROVIDED THAT in such circumstances the Landlord shall make available an alternative means of access which is no less commodious and shall use its best endeavours to minimise the level of interference which might be occasioned to the Tenant as a result of such closure or suspension

(b) such other vehicular and pedestrian access as the Landlord shall from time to time provide being an access not substantially less commodious than that stipulated in paragraph (a) of this Paragraph 1

(c) such access way from Basin Road South to the Pumping Station as the Landlord shall designate or if none be so designated as may be most commodious from time to time

(d) the access way to the Pumping Station shown on Plan B

(e) The access way located within the land shown hatched green on Plan C linking Point 'F' on Plan C with the adopted highway known as Albion Street or such other route as the Landlord may direct being not less commodious

2. The right at all times to the free flow of sea water to the Pumping Station

3. The right to connect up at the Tenant's own expense with the water electricity gas and other (if any) utility services in the Access Roads Basin Road South and/or the Cross Canal Tunnel and to use the same the approval of the Landlord first being obtained to the siting construction and specification of such connections such approval not to be unreasonably withheld or delayed

4.The right (subject as hereinafter provided) at all times during the Term

C: Charges Register continued

hereby created and in so far as the same is reasonably appropriate having regard to the terms of this Lease to fix construct place maintain and use on over or under the Access Roads and/or Basin Road South any sewer water course pipe wire or cable PROVIDED ALWAYS that in exercise of the said right no such sewer drain water course pipe wire or cable shall be fixed constructed placed maintained or used unless the written consent of the Landlord or any person deriving title through or under it shall have been previously obtained but so that the Landlard or any person deriving title through or under it shall not be entitled unreasonably to withhold and delay its consent

5. The right (only to the extent necessary) at all reasonable times on prior written notice given to the Landlord save in an emergency but in any event at the sole risk in all respect of the Tenant with and without workmen and necessary equipment and vehicles to enter upon the Access Roads and/or Basin Road South for the purpose of exercising the rights contained in paragraphs 3 and 4 of this Part of this Schedule the Tenant causing as little interference as practicable to the Landlord and those deriving title through or under it and forthwith making good any loss or damage caused to the Access Roads or to Basin Road South by such entry

6. The right of support and protection for the benefit of the Demised Premises that is now enjoyed from all other parts of the land and premises owned by the Landlord.

7. Subject to the payment of appropriate rates and changes under the tariff of Shoreham Port Authority and other commercial charges for services for the time being in force

(i) to berth one ship at any time of a size which can be accommodated in the lock at the western entrance to the Canal and the position to be jointly determined in the approximate position 'Y' on Plan C to discharge gas oil and in relation to such discharges the right at the expense of the Tenant and after giving not less than Twenty-eight days notice and subject to the approval of the Landlord (such approval not to be unreasonably withheld or delayed) to lay appropriate pipework under the wharf apron lands shown coloured pink on Plan C in a position first approved by the Landlord (such approval not to be unreasonably withheld or delayed) and so as not to interfere with vehicular traffic the maintenance of the pipework and wharf frontage and apron within 6.0 metres on either side of that pipework being the responsibility of the Tenant and

(ii) subject to the availability of a suitable wharf allocated wholly at the discretion of the Harbour Master and under his direction and using stevedores directed by the Harbour Master to load unload and dislcharge goods equipment and persons for transport to the Demised Premises provided that no dangerous or noxious goods or substances shall be so loaded or unloaded or discharged without the consent of the Harbour Master together with a right of access with or without vehicles equipment plant and machinery over such route or routes leading from such wharf to the Demised Premises as shall be designate by the Landlord from time to time provided that the Landlord shall ensure that any routes so designated are as reasonably convenient to the Tenant as is reasonably practicable.

8. The right to load and unload plant machinery equipment and persons for transport to the Pumping Station over the area shown hatched yellow on Plan C ("the Yellow Land") provided that if the Landlord requires access to the Yellow Land at a time or times when the Tenant requires access to and/or use of the Yellow Land the rights of the Landlord shall prevail

9. The right to dredge the area in the vicinity of the inlet pipes forming part of the Pumping Station provided that in exercising such rights the Tenant shall comply with the standards of a competent operator and having first entered into a Works Licence in the standard form from time to time issued by the Landlord

10. Subject to prior written notice being given save in case of emergency a right of access on the Landlord's adjoining and neighbouring property with or without plant equipment and machinery for the purpose of carrying out any repair maintenance or renewal of the Demised Premises or any of the Facilities or other matters over which rights are granted in this Lease or otherwise complying with its obligations in this Lease where such repair maintenance or renewal cannot be carried out without access to the

C: Charges Register continued

Landlord's adjoining and neighbouring property subject in each case to the person carrying out such rights being accompanied at all times by a representative of the Landlord and causing as little inconvenience as possible and making good any damage caused to the reasonable satisfaction of the Landlord

11. The right to enter on to the Landlord's adjoining land with or without plant and machinery and equipment to demolish the Penstock Structure subject where appropriate to compliance with the conditions set out in paragraph 1 of Part 1 of the First Schedule

12. Subject where appropriate to compliance with the conditions set out in paragraph 1 of Part 1 of the First Schedule the right to enter on to the land shown hatched green on Plan C with or without vehicles plant and machinery including a crane or cranes if required for the purposes of complying with it repairing oblifations in respect of the Access Buildings shown marked F on Plan C and for the avoidance of doubt the rights granted herein shall be deemed to include the grant of any necessary crane oversailing licence by the Landlord

PART 3

Use of Sea Outfall and Cross Canal Tunnel by Landlord

or others authorised by it in common with the Tenant

1. At any time during the Term the Landlord may by notice in writing given to the Tenant notify the Tenant that the Landlord is seeking from the Tenant the right ("Right") to use (for itself or others in relation to land within the Port of Shoreham as described in Section 38 (Limits of the Harbour) of the Shoreham Harbour Act 1926 as from time to time amended or replaced) the sea outfall and/or cross canal tunnel mentioned in paragraph 2 of Part 1 of this Schedule ("Request") and shall with any Request undertake in writing to indemnify the Tenant against any costs incurred in connection therewith

2. The Landlord shall in relation to any Request supply to the Tenant such information plans drawings specifications and other matters as the Tenant may require ("Information") and the Tenant shall within one calendar month from the date upon which all Information shall have been supplied to it notify the Landloard in writing as to whether or not the Tenant is minded to accede in principle to any Request and the basis (if any) upon which the Tenant will or will not do so ("Response")

3. The Landlord shall within five working days after any Response confirm whether or not the Landlord wishes to proceed with the Request in question

4. A Response may (subject as mentioned in paragraph 5 below) be given by the Tenant on such terms as the Tenant may determine and the Landlord shall:-

(a) in relation to any Right to which the Tenant has agreed to accede in principle enter into such documentation as the Tenant shall require ("Grant") and

(b) pay and indemnify and keep the Tenant fully and effectually indemnified against all costs and expenses whatsoever incurred or payable by the Tenant in relation to any Right and any Grant

5. If the Tenant and the Landlord are unable to agree the amount of any capital or any periodic payment ("Finance") required by the Tenant as consideration for any Grant then either party may refer that issue and that issue alone to an independent arbitrator to be appointed by agreement between the Tenant and the Landlord or failing agreement on the application of the Tenant by the President for the time being of the Royal Institution of Chartered Surveyors to act as arbitrator under or pursuant to the Arbitration Act 1996 or any statutory modification or re-enactment thereof save that the costs of any such arbitration shall be borne by the Landlord who shall indemnify the Tenant in relation thereto

6. For the avoidance of doubt it is hereby agreed and declared+-

(a) that the Tenant may consider any Request make any Response and agree

C: Charges Register continued

or decline to make any Grant in its absolute discretion and

(b) arbitration under paragraph 5 above in relation to Finance shall not arise unless the Tenant shall have given its Response in the affirmative and the Landlord shall have confirmed that it wishes to proceed with the Request in question

NOTE: Copy Lease filed under WSX226164.

13 (27.11.1998) Option to renew contained in the Lease dated 6 November 1998 referred to above.

NOTE: Copy Lease filed under WSX226164.

14 (04.03.1999) By a Deed dated 1 March 1999 made between (1) Shoreham Port Authority and (2) South Coast Power Limited the terms of the Lease dated 6 November 1998 referred to above were varied.

NOTE: Copy Deed filed under WSX226164.

15 (20.10.2000) Deed dated 18 October 2000 made between (1) Shoreham Port Authority and (2) Seeboard PLC supplemental to the Deed dated 12 October 1998 referred to above.

NOTE: Copy Deed filed.

16 (23.11.2000) By a Deed dated 16 October 2000 made between (1) Shoreham Port Authority and (2) South Coast Power Limited the terms of the Lease dated 6 November 1998 were varied.

NOTE: Copy Deed filed under WSX226164.

17 (11.09.2002) By a deed dated 15 October 2001 made between (1) Shoreham Port Authority and (2) South Coast Power Limited the terms of the Lease dated 6 November 1998 referred to above were varied.

NOTE: Copy deed filed under WSX226164.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	18.02.1993 tinted brown	land on the south side of Fishersgate Terrace	01.12.1965 60 years from 1.12.1965	
	NOTE: See entry in Charges Register relating to the rights granted by this lease			
2	18.02.1993 tinted pink	land on the south side of Albion Street	21.02.1967 28 years from 25.3.1967	

End of register