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Official copy of register of title

Title number HD235811

Edition date 20.01.2005

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

A: Property Register

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

HERTFORDSHIRE : ST ALBANS

- 1 (13.12.1987) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being The Odeon Theatre, London Road, St Albans (AL1 1PQ).
- 2 The land has the benefit of the following rights granted by the Conveyance dated 10 August 1934 referred to in the Charges Register:-

"Together with the right to allow the footings of the boundary wall between the points A and B on the said plan to extend Ten and a half inches or thereabouts to the adjoining land of the Company".

NOTE :-The boundary wall marked A-B referred to is similarly shown on the filed plan.
- 3 (20.01.2005) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan. The property description has been altered to reflect the land remaining in the title.
- 4 (20.01.2005) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

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 (22.05.2001) PROPRIETOR: WATTSDOWN LIMITED (Co.Regn.No.1383951) of 37 Lattimore Road, St Albans, Herts, AL1 3XW.
- 2 (22.05.2001) The price stated to have been paid on 12 April 2001 was

B: Proprietorship Register continued

£1,600,000.

- 3 (22.05.2001) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

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

- 1 A Conveyance of the land tinted pink on the filed plan and other land dated 15 May 1897 made between (1) George Young (Vendor) and (2) Samuel Henry Timms (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance of the land tinted yellow on the filed plan dated 1 October 1910 made between (1) Benskins Watford Brewery Limited (Vendors) and (2) Alexander Travers Hawes Robert Husey Cunningham and Ernest Innes Husey (Trustees) and (3) William Henry Bennett (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 A Conveyance of the land tinted blue on the filed plan and other land dated 10 August 1934 made between (1) Benskins Watford Brewery Limited (Company) (2) Robert Husey Cunningham Right Honourable Thomas Walter Viscount Hampden (Trustees) and (3) Capitol (St Albans) Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 (27.11.1997) A Transfer of the land in this title dated 19 November 1997 made between (1) Odeon Cinemas Limited and (2) Anglowood Properties Limited contains restrictive covenants.

NOTE: Copy in Certificate.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 15 May 1897 referred to in the Charges Register:-

"AND the Purchaser hereby covenants with the Vendor his heirs and assigns to the intent that the benefit of this covenant may enure to the owners and occupiers for the time being of all the land comprising the Walson's Walk Estate that he the Purchaser will henceforth forever perform and observe the conditions and stipulations set forth in the Schedule hereto so far as the same affect or relate to the land hereby conveyed PROVIDED NEVERTHELESS that the Purchaser shall only be personally liable to the performance of the said covenant so long as he shall retain the land hereby conveyed it being the intent of the parties hereto that such covenant shall bind the land hereby conveyed into whosoever hand the same may come but shall not be personally binding upon the Purchaser except as aforesaid.

THE FIRST SCHEDULE

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2. No house shall be erected on any of the lots Nos. 1 to 20 and 55 to 73 all inclusive which shall be of less value than £250 or £450 the pair. No house shall be erected on any of the lots Nos. 21 to 26 and 49 to 54 all inclusive which shall be of less value than £200. And no house shall be erected on any of the lots Nos. 27 to 48 inclusive which shall be of less value than £150. The value of a house shall be taken to be its first cost in materials and labour of construction only.

3. The building lines shown upon the said plan shall be adhered to as regards all houses erected on the lots where such line is shewn on the plan. No part of a house whatsoever bay window gable or porch shall be erected in front of such building line.

4. No house erected on any portion of the land shall be used as a tavern

Schedule of restrictive covenants continued

hotel inn alehouse beerhouse or house or shop for the sale of intoxicating liquor and no buildings erected upon any portion of the land (except upon Lots 74 75 and 76) shall be occupied or used for any purpose other than as private dwellinghouses with usual and proper outbuildings and offices thereto.

NOTE :-The land tinted pink on the filed plan was formerly part of plots numbered 32 and 75.

- 2 The following are details of the covenants contained in the Conveyance dated 1 October 1910 referred to in the Charges Register:-

"AND the Purchaser for himself and his assigns to the intent and so that the covenants hereinafter contained shall be binding on the said land hereby assured into whosoever hands the same may come but not so as to be personally liable in damages for any breach thereof after he the Purchaser shall have parted with the said premises hereby COVENANTS with the Vendors their successors and assigns will at all time thereafter observe and perform the stipulations and conditions contained in the First Schedule hereto

THE FIRST SCHEDULE above referred to

ANY staircase or other erection on the said piece of land hereby assured shall be closed in so in no way to overlook the adjoining premises of the Vendors."

- 3 The following are details of the covenants contained in the Conveyance dated 10 August 1934 referred to in the Charges Register:-

"THE Purchasers for the benefit of the Company's adjoining property verged round with red on the said plan hereby covenant with the Company as follows:- (a) That no building erected or to be erected on the land hereby conveyed should be used as a public house beer house or tavern or licensed or other place for the manufacture or sale of malt liquors wines or spirits or for beer bottling or as a Club (b) That any staircase or other erection on the said piece of land hereby conveyed shall be closed in so as in no way to overlook the adjoining premises of the Company verged round with red on the said plan and (c) That the Purchasers will erect and forever afterwards maintain a nine inch brick boundray wall of not less than six feet in height between the points marked A and B on the said plan Provided always that the Purchasers shall not be entitled to any easement right or light air or otherwise which would restrict or interfere with the free use of the adjoining land of the Company's verged round with red on the said plan for building or other purposes."

NOTE :-The adjoining property edged red referred to is number 72 London Road and points A and B are reproduced on the filed plan.

End of register

