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Title Number NGL464716

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H.M. LAND REGISTRY

LAND REGISTRATION ACT 1925 to 1986

London Borough: London Borough of Enfield
Title Number: NGL 464716 and NGL 416945
Property: land adjoining 34 Ivy Road Southgate London N14 being part of land
comprised in Title No. NGL 464716
Date: 18th April 1997



1. In consideration of the monies detailed in the first schedule ("The Consideration") the receipt of which is acknowledged The Mayor and Burgesses of the London Borough of Enfield of Civic Centre Silver Street Enfield EN1 3XA ("the Grantor") as owner of the land described in the second schedule ("the Servient Land") grant to ~~Grace Karn and Margaret Kathleen Karn~~ both of 34 Ivy Road Southgate London N14 ("the Grantee") the right set out in the third schedule ("the Right") in respect of the land described in the fourth schedule ("the Dominant Land") TO HOLD the Right to the Grantee in fee simple

2. The Grantee covenants with the Grantor to the intent and so as to bind the Dominant Land into whosoever hands it may come for the benefit of the Grantor's interest in the Servient Land and the Grantor^{ee} and its successors in title shall at all times after the date of this deed observe and perform the following stipulations and restrictions in relation to the Dominant Land:-

(a) To construct and lay a vehicular crossover on the Servient Land so as to permit vehicular access to the Dominant land from the adjoining highway. A specification of such works to be approved by the Director of Housing Services of the Council prior to the commencement of the works

We hereby certify
this to be a true copy
of the original

Photo
Copy

(b) Not to remove cut lop or interfere with any trees on the Servient Land without the prior written consent of the Director of Housing Services of the Council and when requested to do so by the Council to replace the said removed trees with such species and in such position as the Council may direct

(c) To maintain the Servient Land in good repair and condition and also to keep the Servient Land clear and unobstructed

(d) To keep the Grantor indemnified from and against any act loss damage or liability suffered by the Grantor in exercise of the Right

3. All rights not specifically and expressly included in the Rights are reserved to the Grantor

4. It is agreed and declared that the Right shall be exercisable only if its subject matter shall come into existence within a period of 80 years from the date of this Deed which period shall be the perpetuity period applicable to this Deed

5. The Grantor and Grantee agree that they shall procure the land or charge certificate to their respective titles shall be lodged at H.M. Land Registry and application is made by this deed to the Chief Land Registrar for the entry of notice of the Right granted by this deed in the Charges Register of Title No. NGL 464716 and for the entry of the Right in the Property Register of Title No. NGL 416945 as appurtenant to the land in that title

6. IT IS HEREBY certified that the transaction effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds sixty thousand pounds (£60,000)

IN WITNESS whereof the Grantor has hereunto affixed its Common Seal and the Grantee has set his hand hereto the day and year first before written

FIRST SCHEDULE

The Consideration

The sum of five thousand pounds (£5,000) payable by the Grantee on the signing hereof

SECOND SCHEDULE

The Servient Land

The part of land situated and known as land adjoining 34 Ivy Road Southgate London N14 being part of the land comprised in Title No. NGL 464716 more particularly shown edged red on the attached plan

THIRD SCHEDULE

The Right

The right for the Grantee his successors in title the owners and occupiers for the time being of the Dominant Land and persons authorised by the Grantee or any of them at all times by day or night to pass and repass with or without motor vehicles to or from the Dominant Land over and along the Servient Land for all purposes connected with the use and enjoyment of the Dominant Land but not for any other purpose

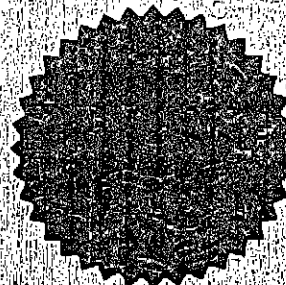
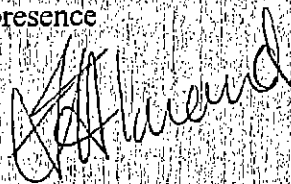
FOURTH SCHEDULE

The Dominant Land

ALL THAT LAND situate and known as 34 Ivy Road Southgate London N14 in the London Borough of Enfield registered at H.M. Land Registry under Title Number NGL 416945 and more particularly shown edged blue on the attached plan.

THE COMMON SEAL OF THE
MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF ENFIELD
was hereunto affixed in the presence
of:-

Authorised Officer



003-1
97/198
DATED 8th April 1997

THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF ENFIELD

and

GRACE KARN and
MARGARET KATHLEEN KARN

Grant of Easement
Land adjoining 34 Ivy Road Southgate
London N14

(C24090CM:HS)

V15
12-50
12/3/97

THIS DEED OF RELEASE is made the 18th day of April 1997
BETWEEN (1) THE MAYOR AND BURGESSES OF THE LONDON
BOROUGH OF ENFIELD of Civic Centre Silver Street Enfield EN1 3XA ("the
Council") and (2) ~~GRACE KARN~~ and MARGARET KATHLEEN KARN both of
34 Ivy Road Southgate London N14 ("the Covenantors")

NOW THIS DEED WITNESSETH as follows:-

1 Definitions

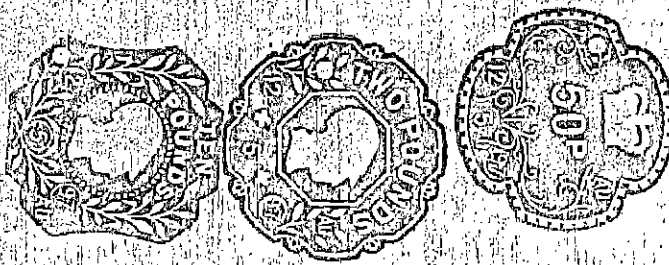
In this deed:

- 1.1 "the Transfer" means the transfer dated 8th day of February 1982 made
between the Council and ~~Grace Karn and~~ the Covenantors
- 1.2 "the Covenant" means the covenant which is set out in the schedule
hereto
- 1.3 "the Premises" means the land and premises comprised in the Transfer
which remain vested in the Covenantors subject to the Covenant
- 1.4 "the Retained Land" means the land and premises which remain vested
in the Council being the land and premises to which the benefit of the
Covenant is annexed
- 1.5 where the context so admits the expressions "the Covenantors" and "the
Council" include the personal representatives and other successors in
title of the Covenantors and the Council

2 Recitals

- 2.1 The Retained Land remains vested in the Council for an estate in fee
simple
- 2.2 The Premises are vested in the Covenantors
- 2.3 The Council has in consideration of the payment of One Thousand
Two Hundred and Fifty Pounds (£1250.00) ("the Consideration") to be
paid to the Council by the Covenantors agreed to give its consent under
the terms of the Transfer and to release the Covenantors and the
Premises from the Covenant so as to permit the residential development
specified below

We hereby certify
this to be a true copy
of the original



3 Release

In consideration of the Consideration paid by the Covenantor to the Council (the receipt of which the Council acknowledges) the Council but only to the extent specified below releases the Covenantor and the Premises from the Covenant to the extent necessary to permit the residential development shown on the attached drawing number 94/44/MK/2 but no further and it is hereby agreed by the parties hereto that the remainder of the covenant prohibiting any trade or business shall continue in full force and effect notwithstanding the contents of this deed

4 Title

The Council hereby covenants with the Covenantor that the Council has full power to release the Covenantor and the Premises from the Covenant to the extent specified above

5 Indemnity

With the object of giving the Council a full indemnity but not for any other purpose the Covenantor covenants with the Council from the date of this deed to indemnify the Council against all costs claims and demands arising out of the Covenant

6 Consent

The Council pursuant to paragraph 2 of the Third Schedule of the Transfer hereby gives its consent to the residential development shown on the attached drawing 94/44/MK/2

7 Statutory Requirements

Nothing herein contained shall be deemed to operate as a waiver by the Council in its capacity as local authority for the district in which the Premises are situate of the necessity for compliance by the Covenantor with any statutory or other requirement nor shall the granting of this release and consent imply that any consent or permission required to be given by the Council in its aforesaid capacity will be forthcoming

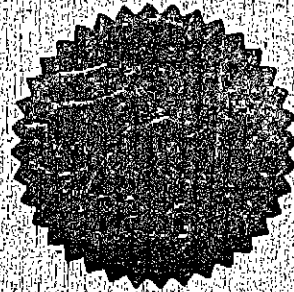
IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed
and the Covenantor^s have^{her} set ~~their~~ ^{her} respective hands the day and year first before
written

SCHEDULE

The Covenant

Not to carry on or suffer to be carried on any trade or business upon the Premises or
any part thereof nor to use the same otherwise than as a single private dwellinghouse

THE COMMON SEAL of THE
MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF ENFIELD
was hereunto affixed
in the presence of:-



[Handwritten signature]

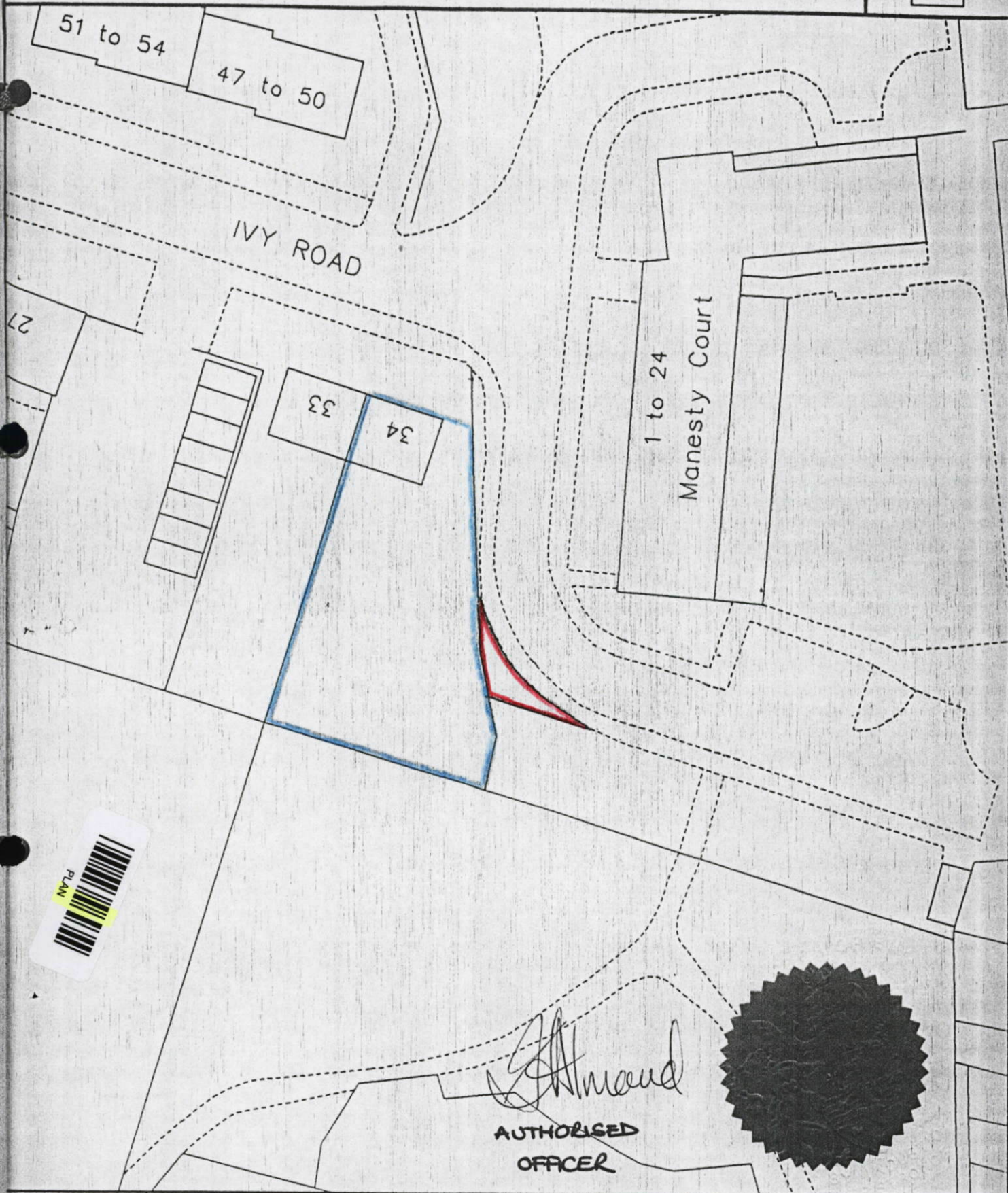
Authorised Officer

~~SIGNED AND DELIVERED as a DEED~~
~~by the said GRACE KARN~~
~~in the presence of:-~~

[Handwritten initials]

SIGNED AND DELIVERED as a DEED
by the said MARGARET KATHLEEN KARN
in the presence of:-

Land rear of 34 Ivy Road, Enfield



PLAN



MAP REF

05 262

DATE

15/06/95

SCALE

1: 500

PROPERTY SERVICES



BASED ON THE ORDNANCE SURVEY MAP
WITH PERMISSION OF THE CONTROLLER OF HER
MAJESTY'S STATIONERY OFFICE. CROWN COPYRIGHT RESERVED

