

REPORT OF: DAVID J POWELL, FRICS
SPECIALIST FIELD: LAND SURVEYING (BOUNDARY DEMARCATION)
FOR THE NOT YET KNOWN COURT
ON BEHALF OF: HASTINGS & ST LEONARD'S FORESHORE TRUST

LOCATION : HASTINGS FORESHORE
PSL REF : 08104
DATE : 22ND SEPTEMBER 2011

Boundary Demarcation Report**Ref : 08104**

for property at Hastings Foreshore

by David J Powell FRICS

Date: 22nd September 2011

.....

This report is prepared by reference to the RICS Practice Standards, UK Boundaries: procedures for boundary identification, demarcation and dispute resolution in England & Wales (2nd edition, guidance note)

.....

CONTENTS

Section	1	My qualifications and relevant professional experience
Section	2	Instructions Received
Section	3	Some abbreviations used in this report
Section	4	A short history of my involvement
Section	5	Contents of my letter of 16th June 2011 to the Council
Section	6	Further analysis
	6.1	Preamble
	6.2	White Rock
	6.11	Glyne Gap East
Section	7	Conclusion

Followed by Plans and photographs

1 My qualifications and relevant professional experience:

- 1.1. I, David John Powell, am a Chartered Land Surveyor (FRICS), by examination, working exclusively in the field of boundary demarcation and boundary disputes.
- 1.2. I received my professional training and early surveying experience in the Royal Engineers between 1964 and 1970. That training included;- Topographic Surveying, Aerial Photographic Interpretation, Altimetry, Astronomy, Projections and Dimensional Control.
- 1.3. I am a founder and former Chairman of the Boundary and Party Walls Practice Panel of the R.I.C.S. (Royal Institution of Chartered Surveyors).
- 1.4. I have been elected to serve as Chairman of the R.I.C.S. Geomatics (Land Surveying) Faculty Board. I am also a member of the R.I.C.S. Dispute Resolution Faculty.
- 1.5. I am a member of the Land Registration Rule Committee (Land Registration Act 2002).
- 1.6. I have been approved by the R.I.C.S. Expert Witness Registration Scheme.
- 1.7. I am an elected Member of Council of the Academy of Experts.
- 1.8. I am a founder director of BWL (Boundary Watch Ltd).
- 1.9. I attended a comprehensive course in May 2010 at the Academy of Experts on the subject of Expert Determination.
- 1.10. I was presented with the Michael Barrett Medal by the R.I.C.S. in April 1994, for services in the field of boundary demarcation.
- 1.11. I have given talks, seminars and general comment on the subject of 'boundary disputes', 'aerial photography' and 'cadastral recording' for the R.I.C.S., Land Registry, Henry Stewart Conferences, Town & Provincial Seminars Ltd, BBC Radio, BBC-1 TV and GMTV.
- 1.12. I am the author of *Guide to Boundary Demarcation in England & Wales* (1993 – RICS Books), co-author of *Nuisances* (1998 – Sweet & Maxwell) and author of *Anstey's Boundary Disputes* (2009 - RICS Books).
- 1.13. In 2000, in Port-of-Spain, I prepared rules for the Land Surveying aspect of an Act of Parliament for the government of the Republic of Trinidad and Tobago.
- 1.14. My OS (Ordnance Survey) Copyright Licence and Digital Copyright Licence Number is ES-100020329.

2 Instructions Received

2.1 The history of my instructions is as follows:-

- 18th April 2008 Instructions from Berwin Leighton Paisner, "Berwins"

Solicitors for Hastings & St Leonard's Foreshore Charitable Trust, "The Trust"

To prepare a set of plans depicting the extent of the Trust's ownership.
- 27th April 2011 Instructions from Hastings Borough Council, "The Council"

Trustee of the Hastings and St Leonard's Foreshore Charitable Trust

To provide consultancy services in the matter of the mutual boundary (i.e. between The Council and the Trust).

My stance is one of complete independence, no matter who instructs me. Thus I am able to give advice, draw and re-draw plans, etc., without anyone needing to worry about influence, conflict of interest or bias.

3 Some abbreviations which may have been used in this report:

OS	=	Ordnance Survey
LR	=	Land Registry
EDM	=	Electronic Distance Measurement
RICS	=	Royal Institution of Chartered Surveyors
m	=	Metres (metre / 0.3048 = feet)
HBC	=	Hastings Borough Council
FT	=	Foreshore Trust

4 A short history of my involvement

4.1 A bundle of documents relating to this matter was provided by Berwins with my instructions in April 2008. The bundle included copies of ancient deeds plans and other documents, some of which were relevant and others which were not.

- 4.2 After a detailed examination of the documents provided, I visited the area during May 2008 and examined the entire length of the seafront cross-checking the existing features against the available historic plans.
- 4.3 The culmination of this work was the production of three large plans which are attached to this report and which were finalised after several meetings/discussions with Berwins.
- 4.4 In May 2011 I revisited the seafront and walked through the route with representatives of the Council, pointing out the whole boundary but in particular those areas which appeared vague or complex on the three large plans that I had prepared. The result of that visit was a brief report, in letter form (16th June 2011), the contents of which I have pasted below.

5 Contents of my letter of 16th June 2011 to the Council

1. *Please see my site photographs, which have already been sent in the form of a CD and which are attached to this letter in the form of a set of contact prints (note... these are attached as Sheets 9A and 9B of this report) for general reference only.*
2. *The plans produced By this firm and submitted to LR (Land Registry) are at a scale of 1:2,500 and this, although it is possible to establish boundary lines at this scale, where that boundary does not coincide with a physical feature it is not possible to be certain that the accuracy is better than the OS (Ordnance Survey) stated accuracy limitation of +/- 1.1m.*
3. *OS does not show all existing features and cannot show features that are closer than 2m to each other at the stated scale (above).*
4. *Nevertheless, with some minor exceptions which may need further clarification, it is my opinion that it is possible to walk to any part of the Foreshore boundary and deduce where the boundary is by examining the plans and the features that currently exist on*

the ground. If any redevelopment is planned for any area close to the boundary then it is my advice that a small topographical survey (at 1:200 scale) be carried out of that area and the boundary marked on it. Then, after development, it will always be possible to re-establish the boundary, in its pre-development position, to within 25mm (1 inch).

5. With regard to individual areas where comments were made during the walkabout of 25th May 2011:-
6. Starting at the eastern end of the mutual boundary it was agreed that the boundary, where it runs across the shore (largely shingle/stones/rocks), need not be defined precisely on the ground because of the nature of the terrain. Having said that, it is the case that the boundary could be marked out (subject to OS limitations) from the final plans.
7. The location where the boundary, approaching from the east, strikes developed features is on the western face of the easternmost groyne on line with the southern face of an outfall (which heads east). This location was easily established on the ground during the walkabout. The boundary then runs southwards along the western face of the groyne as far as a point where a produced line from a wall (to the south-west) strikes the western face of the groyne. Again, this was easily located on site.
8. Running southwestwards along that produced line (for c76m) the boundary bends northwards at a point identified on the ground to be adjacent to a signpost and then runs along the southern face of a concrete wall as far as the tangent point of that wall which can be seen on Photo 207 (attached). Note:- In the photographs attached to this letter I tried to show background/peripheral features that will help with future boundary identification.
9. From the point seen in Photo 207, the boundary runs in a straight line to the bottom of a concrete ramp seen in Photo 208 and then on to the western side of a substantial groyne being also the eastern side of an access road. That point is in the kerb channel line

adjacent to the sign seen in Photo 209.

10. From that point the boundary runs straight for 100m (Photo 210 looks eastward along that line) before bending very slightly and continuing for another c56m to a red gate, Photo 211.
11. The boundary line then clips the corner of a black wooden building (Photo 212) but it is my opinion that this is the result of OS mapping inaccuracy rather than an encroachment by the wooden building.
12. There is then an area that is difficult, although not impossible, to mark out on the ground. Building works are ongoing (see Photos 213, 214 and 215) and the boundary is intended to run around the southern and western extremity of the newly constructed building before cutting diagonally across a car park (Photo 215) to a point at or very near the corner of a building seen in Photo 216. There was a discussion between the members of the walkabout regarding whether or not the occupiers of the building seen in Photo 216 have encroached northwards. It was (and remains) my advice that although it certainly looks as though there has been an encroachment in this area, it would be very difficult to prove because of the +/-1.1m OS accuracy limitations and so it might be best to let sleeping dogs lie but to keep an eye on any other potential encroachments in this particular area.
13. From Photo 216 westwards the boundary line firstly continues diagonally to cross the footpath until the channel line of East Beach Street is reached (Photo 217) and then runs along the existing channel line (the southern side of East Beach Street and Marine Parade) with the exception of some deviations caused by historic (now long gone) features (Photos 218 and 219). It was agreed that the precise location of the boundary was of no great concern in areas where the public highway clearly covers/crosses it.
14. Photo 220 shows a footpath running southwards, along the western side of the crazy golf

course and this footpath has a public boundary (i.e. administrative) running up the centre of it (through the bollard visible in Photo 220). At this point the mutual boundary cross the road channel line (running from north-east to south-west) and then continues westward in a rather haphazard manner following historic features that have long since been covered by the public highway until a point is reached, opposite Albert Road, where the boundary line reaches the northern edge of the shingle beach. Photo 222 shows the incoming boundary line, from the northeast, by my measuring tape paid on the ground. The boundary line then turns westward along the division between the concrete and the paving slabs that can be seen on Photo 222.

15. From Photo 222 westward the mutual boundary follows the edge of the concrete structure, lower sea wall, (i.e. where it ceases and the shingle beach commences) and there is a set of wooden steps, Photo 223, where the concrete structure is on HBC land but the steps are on FT land.
16. Photo 224 shows a ramp (approximately opposite The White Rock Hotel, leading down to space beneath the upper deck. The mutual boundary runs along the southern face of the white concrete wall seen in Photo 224 (it bends towards its western end) and then on, in a dead straight line, to the railings separating the pier from the upper deck itself (Photo 225).
17. Photo 226 shows the place where the mutual boundary resumes on the western side of the pier, being the southernmost edge of the upper deck where it bends to follow the pier itself.
18. Photo 230 illustrates a typical instance (looking downwards) where the upper and lower levels/decks are on different horizontal alignments. OS maps purely show the extent of the upper deck (excepting where the horizontal gap between the upper and lower decks is plottable on OS maps) and that is where the mutual boundary line has been

depicted on the final plan. A discussion regarding the exact alignment of the mutual boundary (i.e. on the ground as opposed to on the plan) took place. My own view is that the mutual boundary should run along the southern most substantial concrete feature because that feature is either part of the decks (lower and upper) or part of the structure that supports one or both of those decks.

19. Photo 231 shows a point opposite the eastern side of Warrior Square where, looking westward, the mutual boundary line runs along an undefined line (heading approximately toward the clock tower) that puts the lower walkway partly on FT land and partly on HBC land. This line can easily be established on the ground if required.
20. Photos 232, 233, 234, 235 and 236 show a length of the mutual boundary where OS maps are not sufficiently detailed enough to be able to define the boundary in plan form. There is a discrepancy (just to the east of these photographs) between the lower and upper levels which is not shown clearly in plan form on the OS base and it is my opinion that the southern face of the structure nearest to the sea in each instance should mark the boundary (i.e. being a line from that structure down to the centre of the earth). The alternative which, in my view, would be highly complex and unnecessary (although I will defer to a legal opinion) would be to set up a lot of deeds showing "flying freeholds".
21. With regard to the chalets seen in Photos 232, 233, 234, 235, 236 and 237, it was agreed on site, during the walkabout, that the most sensible line for the mutual boundary would be one that follows the southernmost base of the chalets (i.e. as seen typical in the centre of Photo 237) until it intersects the semi-circular base of the Azur.
22. The lower level of the Azur facility can be seen in Photos 238 and 239. It is my opinion that the most sensible mutual boundary line would run along the southern face of the semi-circular base upon which the Azur sits. This is what appears as being the white painted kerb in Photo 239. The fact that the line on an OS map and/or LR Title Plan does

not tally precisely with the feature that exists on the ground does not matter (because LR does not define precise property boundaries, just general boundaries) as long as the neighbouring property owners agree upon a feature that will be accepted as being **the** boundary for the future.

23. Photo 240 shows a view looking along the Marina Chalets where there is an overhang and where the line on the OS map veers away from the face of the chalets. It is my opinion that, as with Photo 237, the mutual boundary should, sensibly, run along the lower (southern) edge of the base upon which the chalets sit. HBC may have a different opinion but I am anxious to avoid the complications of defining flying freeholds which would involve significant surveying and legal costs.
24. Photo 241 shows a ramp down from the upper deck to the lower promenade. This ramp falls within FT land.
25. From the site of Photo 241 (approximately opposite the Royal Victoria Hotel) westward the line of the mutual boundary can easily be matched to the feature (sea wall) shown on the base OS map. Any steps protruding south (onto the beach) fall within FT land.
26. Photo 242 was taken, looking west from a point where a rectangle of FT land protrudes northwards (near the western end of Sea Road). Again, a straightforward boundary interpretation, on the ground, can be made at this point by use of the OS map and comparing it with the existing feature. It can be seen that the shingle beach then extends westward into the distance and the line of the mutual boundary can easily be established by reference to the individual groyne and scaling off measurements from the northern end of each groyne. The limitations of OS mapping will not affect the area of interest.
27. In the area that I understand is known as Glyne Gap East the historic mutual boundary follows a line that is no longer realistic on the ground. The high tide line has changed

since the original deeds and the topography has changed substantially. Therefore, during the walkabout, it was considered sensible if the higgledy-piggledy boundary in that area is re-drawn from scratch so that it suits the current topography and can be sustained for many years. Although a precise line has not been agreed, the suggested line is shown on the attached Plan 1, which is a GoogleEarth aerial photograph (**note... this photograph has been superseded by Plan8 of this report**). The suggested revised line runs in a dead straight line from a point 20m south of the northern end of the existing groyne (at the eastern end of the affected area) to a point approximately (I have not checked it on the ground) 8m from the bottom of a flight of a stairway leading up the Cliffside at the western end. It is my opinion, as the surveying representative of the FT that this is a sensible resolution for this particular area.

28. The area being described above can be seen from various views, in Photos 243, 244, 245, 246 and 247.
29. At a point approximately 100m east of the western end of the FT land, there is a discrepancy between the historic boundary and the Borough boundary in an a north-south direction. It is not possible to say which line is "wrongly drawn" or whether both lines are correct but based on differing eras of mapping. It can be seen, for the last 270m of the boundary that there is difference at the western end of 12m and at the eastern end tapering down to 0m. Thus, if the FT/HBC boundary is pivoted anti-clockwise from the eastern end and then any remaining minor deviations are ironed out, it can be matched to the current OS depiction of the Borough boundary. This is a very simple on-screen operation and is, in my opinion, a sensible and proper thing to do for future compatibility.
30. All the photographs described in this letter have already been sent on a CD to HBC.

6 Further analysis

6.1 There are two areas where greater clarification is required; Glyne Gap East, which has already been touched upon above and White Rock.

White Rock

6.2 **Plan 1** of this report is at 1:500 scale and shows, highlighted in green, the result of my original boundary analysis. I have added a long, almost rectangular, shape bounded by red ink which includes, I understand, the former White Rock Baths.

6.3 **Sheet 2** is a copy of the cover of a document provided to me by Berwins which is self-explanatory.

6.4 **Plan 3** is a copy of one of the plans that was attached to **Sheet 2**. It can be seen, in the upper part, that there is a red-bounded area of land that is the shape that I have reproduced on **Plan 1**.

6.5 **Sheet 4** is a copy of the cover of a document provided to me by Berwins which is self-explanatory.

6.6 **Plan 5** is a copy of one of the plans that was attached to **Sheet 4**, again this shows the red-bounded area of land that can be seen more clearly on **Plan 1**.

6.7 **Sheets 6A to 6F** are copies of the Hastings Borough Council Act 1988. **Plan 6G** is a cut-and-paste extract of the plan attached the 1988 Act showing the areas/items that I understand are relevant to White Rock Baths.

6.8 It can be seen on **Sheet 6F** (SCHEDULE) that an area edged red (see **Plan 6G**) is referred to as "*continuation and extension of existing facilities*". The sub-heading of the SCHEDULE is... "Use of Foreshore and Adjacent Lands". This implies that the red area is within the Foreshore.

6.9 **Sheets 7A to 7G** (double-sided) are copies of the LR Property Register HT-6185 and **Plan 7H** is the LR Title Plan itself.

6.10 The area of land bounded by red ink on **Plan 1** is the clearest indication I can give of the area bounded by red ink on **Plans 3, 5** and **6G**.

Glyne Gap East

6.11 This area has already been described in detail above. It can be seen on **Plan 8** that the green highlighted line represents the original northern boundary of the Trust land and the red line is my suggested line for the future. The reason for this suggestion is that the features in the area bear no relation to the old high water mark and, as can be seen, the boundary passes through several beach huts.

6.12 The area of land involved (i.e. between the red and green-highlighted lines) is 0.3 acre.

6.13 I realise that such an alteration requires a legal input and it should be understood that my suggested adjustment is seen from a surveyor's viewpoint in that it will simplify any future problems with the Glyne Gap East area ownership.

7 Conclusion

- 7.1 My expertise is in the area of boundary demarcation from a plans and measurement aspect. I do have considerable knowledge and experience of interpreting deeds and LR procedures but I would prefer that the status of the land that has been described in the above report and on the plans I have prepared is clarified and/or confirmed by a property lawyer.
- 7.2 I have checked my analysis of the original plans and am sure that I have drawn the lines in the correct place. The plans can easily be amended if required and, of course, the suggestion I have made on **Plan 8** can be adopted, edited or ignored.
- 7.3 If more information comes to light then I would be only too pleased to re-examine and, if necessary, adjust the relevant lines.

Conflict of Interest:

- (a) *I am not aware of any conflict of interest of any kind at the time of producing this report, other than any which I have disclosed in my report*
- (b) *I do not consider that any interest I have disclosed affects my suitability as an expert witness on any issue on which I have given evidence*
- (c) *I will advise those by whom I am instructed if, between the date of my report and the trial, I become aware of any change in circumstances which affects my answers to (a) or (b).*



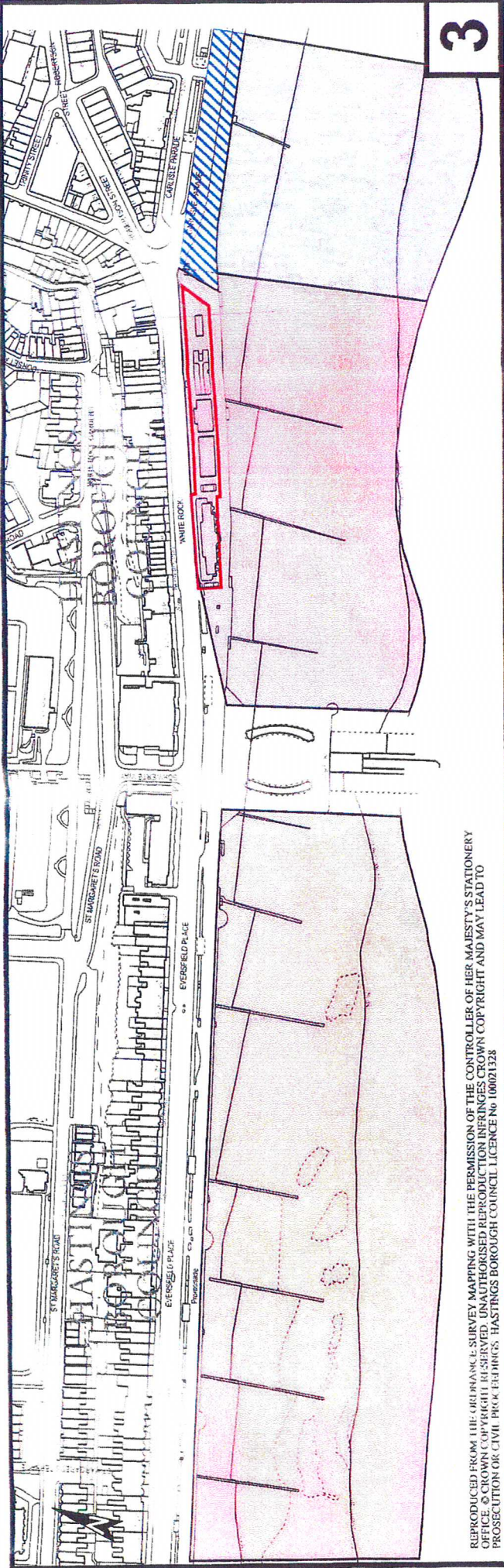
David J Powell FRICS



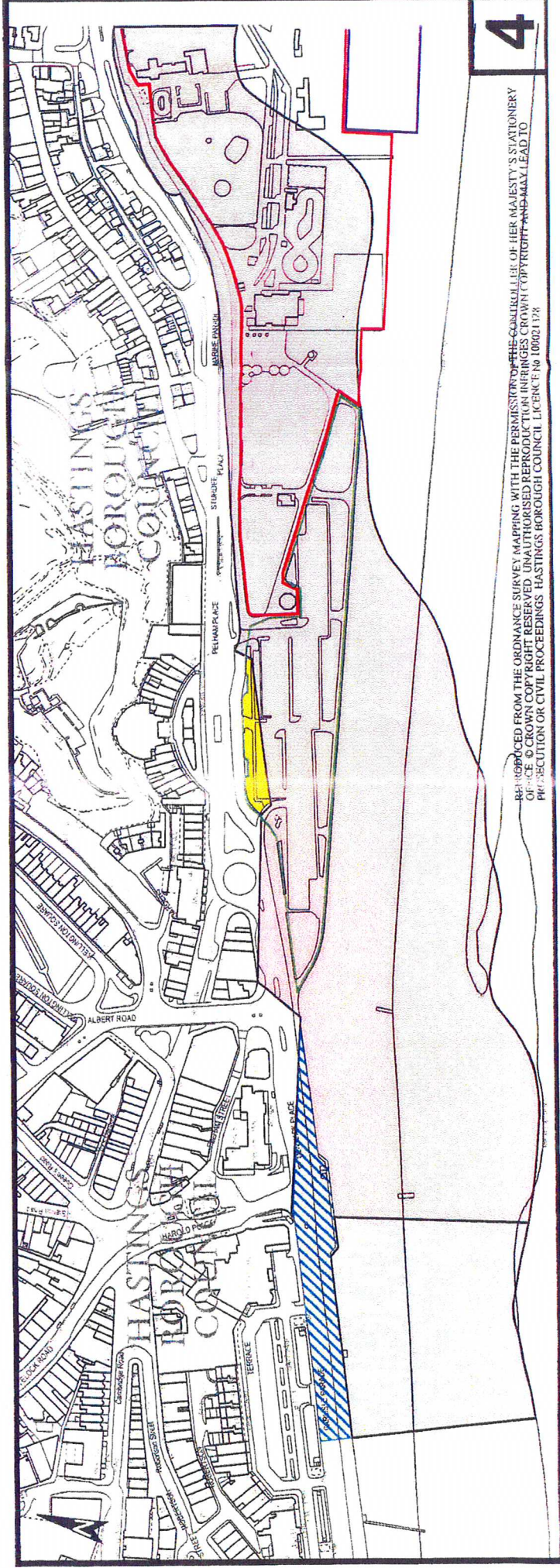
HASTINGS BOROUGH COUNCIL

**THE FORESHORE TRUST LAND 1893
AND
THE HASTINGS ACT 1988**

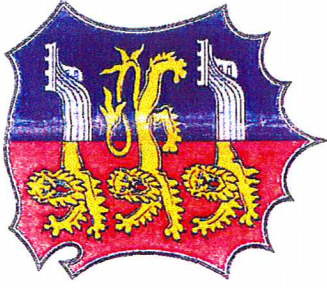
PLANS ARE SUBJECT TO REVISION
THIS EDITION REV. 4



REPRODUCED FROM THE ORDNANCE SURVEY MAPPING WITH THE PERMISSION OF THE CONTROLLER OF HER MAJESTY'S STATIONERY OFFICE. © CROWN COPYRIGHT RESERVED. UNAUTHORISED REPRODUCTION INFRINGES CROWN COPYRIGHT AND MAY LEAD TO PROSECUTION OR CIVIL PROCEEDINGS. HASTINGS BOROUGH COUNCIL LICENCE No 100021328



REPRODUCED FROM THE ORDNANCE SURVEY MAPPING WITH THE PERMISSION OF THE CONTROLLER OF HER MAJESTY'S STATIONERY OFFICE. © CROWN COPYRIGHT RESERVED. UNAUTHORISED REPRODUCTION INFRINGES CROWN COPYRIGHT AND MAY LEAD TO PROSECUTION OR CIVIL PROCEEDINGS. HASTINGS BOROUGH COUNCIL LICENCE No 100021328



HASTINGS BOROUGH COUNCIL

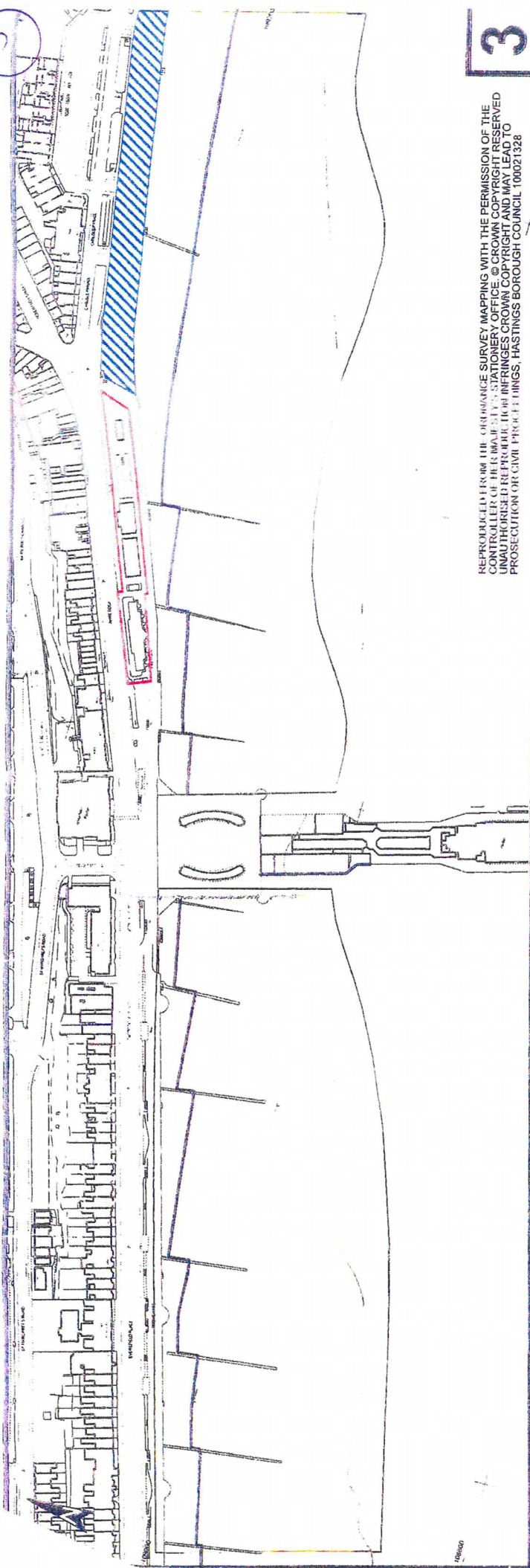
LAND OWNERSHIP ON THE FORESHORE
AND
THE HASTINGS ACT 1988

TITLE HT6185

DEED PACKET 280

PLANS ARE SUBJECT TO REVISION

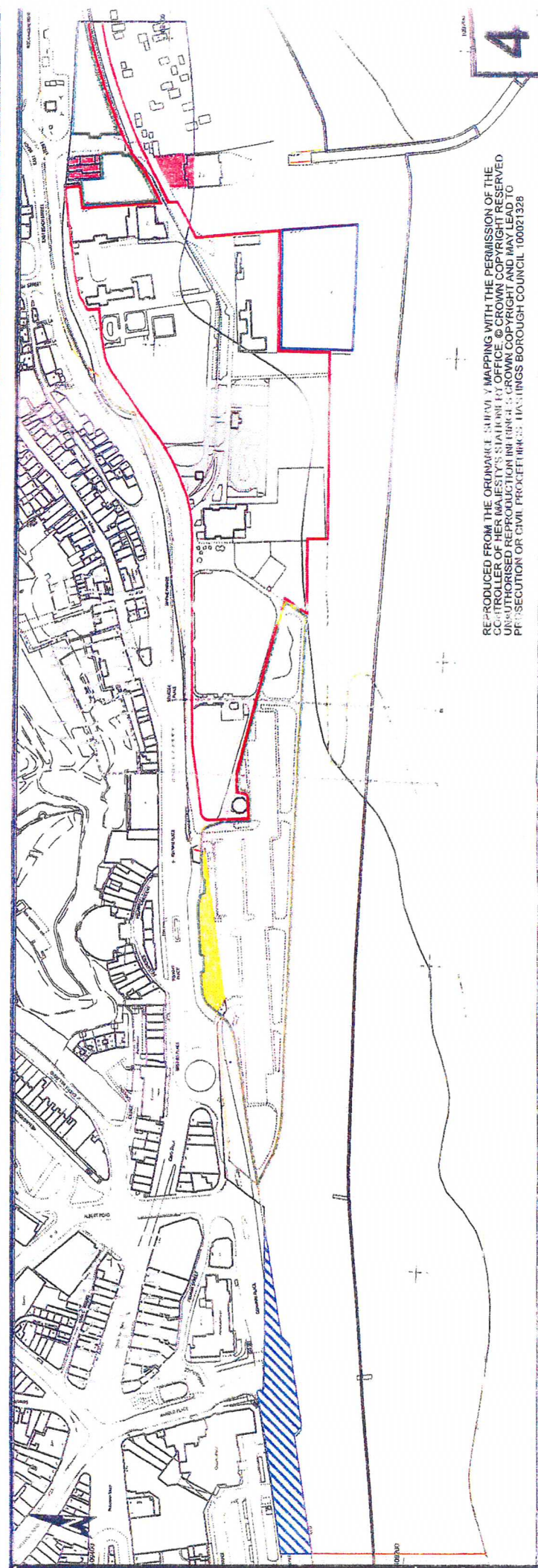
5



3

REPRODUCED FROM THE ORDINANCE SURVEY, MAPING WITH THE PERMISSION OF THE CONTROLLER OF HER MAJESTY'S STATIONERY OFFICE. © CROWN COPYRIGHT RESERVED. UNAUTHORISED REPRODUCTION INFRINGES CROWN COPYRIGHT AND MAY LEAD TO PROSECUTION OR CIVIL PROCEEDINGS, HASTINGS BOROUGH COUNCIL 100021328

4



REPRODUCED FROM THE ORDINANCE SURVEY, MAPING WITH THE PERMISSION OF THE CONTROLLER OF HER MAJESTY'S STATIONERY OFFICE. © CROWN COPYRIGHT RESERVED. UNAUTHORISED REPRODUCTION INFRINGES CROWN COPYRIGHT AND MAY LEAD TO PROSECUTION OR CIVIL PROCEEDINGS, HASTINGS BOROUGH COUNCIL 100021328

6A



Hastings Borough Council Act 1988

CHAPTER vii

ARRANGEMENT OF SECTIONS

Section

1. Short title.
 2. Interpretation.
 3. Use of foreshore and adjacent lands.
 4. For protection of Hastings Fishermen's Society.
 5. Retaining walls.
 6. Saving for Town and Country Planning.
- SCHEDULE—Use of foreshore and adjacent lands.

68

ELIZABETH II



1988 CHAPTER vii

An Act to re-enact with amendments and to extend certain local enactments in force within the Borough of Hastings in relation to the foreshore and other lands vested in the Hastings Borough Council; to confer powers in respect of retaining walls; and for other purposes.
[15th March 1988]

WHEREAS—

- (1) By virtue of the Local Government Act 1972 (hereinafter referred to as “the Act of 1972”) the Borough of Hastings was constituted on 1st April 1974 comprising the former county borough of Hastings: 1972 c. 70.
- (2) Certain land belonging to the Hastings Borough Council (hereinafter referred to as “the borough council”) was conveyed to them subject to a trust in favour of the public contained in a conveyance dated 8th September 1893 from the Crown to the borough council’s predecessors:
- (3) Section 124 of the Hastings Corporation Act 1924 contained provision permitting the use of the land for purposes other than those permissible under the trust and some of the land has been so used: 1924 c. lxxxviii
- (4) The said section 124 has ceased to have effect by virtue of section 262 of the Act of 1972:
- (5) Doubts have arisen as to the application of the trust which make it expedient that the powers of the said section 124 should be re-enacted and extended:
- (6) It is expedient that the other provisions of this Act should be enacted:

6c

(7) The purposes of this Act cannot be effected without the authority of Parliament:

(8) In relation to the promotion of the Bill for this Act the requirements of section 239 of the said Act of 1972 have been observed:

May it therefore please Your Majesty that it may be enacted, and be it enacted, by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same as follows:—

Short title.

1. This Act may be cited as the Hastings Borough Council Act 1988.

Interpretation.

2. In this Act, unless the context otherwise requires—

“the 1893 Conveyance” means the conveyance dated 8th September 1893 and made between Her Majesty Queen Victoria of the first part Sir Robert Nigel Fitzhardinge Kingscote of the second part the Board of Trade of the third part and the former Hastings Corporation of the fourth part;

“the borough” means the borough of Hastings;

“the borough council” means the council of the borough;

“the deposited map” means the map marked as relative to section 3 (Use of foreshore and adjacent lands) of this Act, one copy of which has been deposited in the office of the Clerk of the Parliaments, House of Lords, one in the Private Bill Office, House of Commons and one in the office of the proper officer of the borough council;

“telecommunications operator” means the operator of a telecommunications code system; and “operator” and “telecommunications code system” have the respective meanings given by paragraph 1 of Schedule 4 to the Telecommunications Act 1984.

1984 c. 12

Use of foreshore and adjacent lands.

3.—(1) In this section “specified land” means any land specified in column (1) of the Schedule to this Act and “permitted purpose” in relation to any specified land means the purpose, or any purpose, specified in relation to that land in column (2) of the Schedule.

(2) The borough council may use any specified land for a permitted purpose and, for any such purpose, may erect buildings, structures or works on any part of such land except the area shown edged blue.

(3) The borough council may allow any other person to use any specified land for a permitted purpose and to do on it anything the council may do under subsection (2) above, and for those purposes the council may (subject to subsection (4) below) let or otherwise make available any part of the land, or anything on the land, on such terms and conditions as they think fit.

1972 c. 70)

(4) Subsection (2) of section 123 of the Local Government Act 1972 shall apply to any disposal under subsection (3) above as it applies to a disposal under that section.

(5) The borough council or any person allowed to use any specified land, or anything on such land, by virtue of subsection (3) above may charge for the use of any facilities provided by them under this section such sums as they think fit.

For protection of Hastings Fishermen's Society.

4. Nothing in section 3 (Use of foreshore and adjacent lands) of this Act shall affect the operation of the deed of compromise dated 9th May 1947 and made between the mayor, aldermen and burgesses of the county borough of

Hastings of the first part, George Henry Simmons and George Burr of the second part and the Hastings Fishermen's Society of the third part.

5.—(1) In this section "retaining wall" means a wall which—

Retaining walls.

- (a) serves or is intended to serve as a support for earth or other material on one side only so that the top level of that earth or material is at any point not less than 1.5 metres above the level of the ground adjoining the other side; and
- (b) does not form part of a permanent building or the revetment of a trench.

(2) After the commencement of this Act no retaining wall shall be erected otherwise than in accordance with plans, sections and specifications approved by the borough council; and if any person erects such a wall in contravention of this subsection he shall be guilty of an offence and liable on summary conviction to a fine not exceeding level 3 on the standard scale.

(3) Any person aggrieved by the refusal of the borough council to approve any plans, sections and specifications submitted to them in pursuance of subsection (2) above may appeal to the Secretary of State.

(4) If any retaining wall—

- (a) is in such disrepair as to be dangerous; or
- (b) being a wall erected before the passing of this Act or erected in contravention of subsection (2) above, is so constructed as to be dangerous;

the borough council may by notice to the owner or occupier require him to execute such work as may be necessary to obviate the danger and the provisions of sections 290 and 291 of the Public Health Act 1936 with respect to appeals against, and the enforcement of, notices requiring the execution of works and the recovery of expenses shall apply in relation to such a notice as they apply in relation to the notices mentioned in subsection (1) of the said section 290.

1936 c. 49.

(5) (a) In proceedings for an offence under subsection (2) above it shall be a defence for the person charged to prove that he took all reasonable precautions and exercised all due diligence to avoid the commission of the offence.

(b) If in any case the defence provided by paragraph (a) above involves the allegation that the commission of the offence was due to the act or default of another person, the person charged shall not, without leave of the court, be entitled to rely on that defence unless, within a period ending 7 clear days before the hearing, he has served on the prosecutor a notice in writing giving such information as was then in his possession identifying, or assisting in the identification of, that other person.

(6) The provisions of this section shall not apply to—

- (a) any length of a retaining wall to which section 167 of the Highways Act 1980 (retaining walls near streets) applies or for the maintenance of which the highway authority are responsible;
- (b) a retaining wall erected on land belonging to any transport undertakers within the meaning given by section 331 of the said Act of 1980, so long as that land is used by those undertakers primarily for the purpose of their railway, dock, canal or inland navigation undertaking;
- (c) a retaining wall erected on operational land.

1980 c. 66.

6E

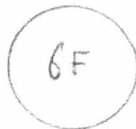
(7) Nothing in this section affects any requirement to obtain approval or any other obligation imposed by, or by virtue of, any other enactment.

1971 c. 78.

(8) For the purposes of subsection (6)(c) above "operational land" shall be construed in accordance with section 222 of the Town and Country Planning Act 1971 and as though a telecommunications operator were a statutory undertaker.

Saving for
Town and
Country
Planning.
S.I. 1977/289.

6. Any development authorised by this Act shall not be deemed for the purposes of the Town and Country Planning General Development Order 1977 (or any general order superseding that order made under section 24 of the Town and Country Planning Act 1971, or any corresponding provision of an Act repealing that section) to be development authorised by an Act which designates specifically both the nature of the development and the land upon which it may be carried out.



SCHEDULE

Section 3.






USE OF FORESHORE AND ADJACENT LANDS

Land shown on deposited map (1)	Activities (2)
Edged green (continuation of existing facilities).	Parking of vehicles.
Edged blue (continuation of existing facility).	Boat compound.
Edged red (continuation and extension of existing facilities).	Religious and cultural activities, entertainments, amusements, sports, leisure activities, illuminations, information, and the sale of refreshments and beach requisites.
Hatched green.	Parking of vehicles.
Coloured mauve.	Lifeboat station and functions of the coastguard, police and borough council not inconsistent with the trusts imposed by the 1893 Conveyance.

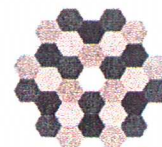


ilities
is"

N.B. The side note of this Clause was amended following consideration by the Proposed Bill Committee - the House of Lords to read "Use of foreshore and adjacent lands" H.M.B. 16/12/88

This to which on sca
 Parking
 Boat compound
 Leisure activities, etc.
 Parking
 Lifeboat station, etc.

Survey map with the permission of the Stationary Office
see # LA 070190



7A

Official copy of register of title

Title number HT6185

Edition date 11.12.2003

- This official copy shows the entries in the register of title on 14 April 2008 at 18:42:09.
- 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 15 April 2008.
- 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.

EAST SUSSEX : HASTINGS

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Beach, Foreshore and land and buildings, Hastings.
- 2 As to the land edged and numbered 1 in yellow on the Filed Plan so much thereof as is occupied by the pillars and supports of the Pier known as the Palace Pier is excluded from this registration.
- 3 The land in this title has the benefit of the following rights reserved by the Conveyance dated 22 November 1968 referred to in the Charges Register:-

"EXCEPT AND RESERVED unto the Corporation the right to enter upon the said land for the purpose of maintaining or repairing the Sea Defence works thereon or on adjoining land of the Corporation."

- 4 There are appurtenant to the land in this title the following rights reserved by a Transfer of the land edged and numbered ESX43845 in green on the filed plan dated 12 March 1979 made between (1) The Hastings Borough Council (Transferor) and (2) Havenhurst Properties Limited (Transferee):-

"EXCEPT AND RESERVING unto the Transferor and any other authorised person rights of access over the land to the public sewer shown by a red line on the said plan together with ancillary rights for the purpose of inspecting repairing renewing or relaying the same the Transferor or other authorised person making good any damage caused to the land arising through the exercise of the said rights."

NOTE: The public sewer shown by a red line referred to is a brown broken line on the filed plan so far as it affects the land transferred.

A: Property register continued

- 5 The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 6 A Transfer of the land edged and numbered ESX59961 in green on the filed plan dated 10 November 1980 made between (1) Hastings Borough Council and (2) Southern Water Authority contains the following rights:-
- "All the rights and easements relating to access soil and surface water drainage and otherwise and all quasi-rights and quasi-easements as were immediately before the first day of April one thousand nine hundred and seventy four used or enjoyed in connection with the said property and the remaining land comprised in the title above mentioned as if such properties had hitherto belonged to different owners and such rights and easements and quasi-rights and quasi-easements had been acquired by prescription."
- 7 A Transfer of the land edged and numbered ESX89400 in green on the filed plan dated 6 May 1983 made between (1) Hastings Borough Council and (2) Southern Water Authority contains the following declaration:-
- "All the rights and easements relating to support access soil and surface water drainage and otherwise and all quasi-rights and quasi-easements as were immediately before the First day of April One thousand nine hundred and seventy four used or enjoyed in connection with the property as if the property had hitherto belonged to different owners and such rights and easements and quasi-rights and quasi-easements had been acquired by prescription."
- 8 The land edged and lettered A and B in red on the filed plan added to the title on 30 January 1986.
- 9 The land edged and lettered A and B in red on the filed plan is not affected by the Conveyance dated 22 November 1968 referred to above.
- 10 The land has the benefit of but is subject to the following rights granted by a Deed 2 February 1988 made between (1) Hastings Borough Council and (2) East Sussex County Council:-
- "TOGETHER with and SUBJECT to (as the case may be) the rights and easements and quasi-rights and quasi-easements referred to in the Second Schedule so far as the same are still subsisting capable of taking effect and affect the said property and the remaining land respectively.

THE SECOND SCHEDULE

All the rights and easements relating to access soil and surface water drainage and otherwise and all quasi-rights and quasi-easements as were immediately before the First day of April One thousand nine hundred and seventy-four used or enjoyed in connection with the said property and the remaining land as if such properties had hitherto belonged to different owners and such rights and easements and quasi-rights and quasi-easements had been acquired by prescription."

NOTE: The said property referred to is the land edged and numbered ESX142926 in green on the filed plan and the remaining land is the land remaining in this title.

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 (14.02.1978) PROPRIETOR: HASTINGS BOROUGH COUNCIL of Town Hall, Queens Road, Hastings, East Sussex TN34 1QR.
- 2 RESTRICTION: Except under an order of the registrar no disposition of the land tinted purple on the filed plan is to be registered unless made in accordance with the Municipal Corporation Acts, The Public Health Acts or some other Act or Authority.

No disposition of the remainder of the land in the title is to be registered except under an order of the Registrar.
- 3 (11.04.1984) CAUTION affecting the land edged and numbered 3, 9 and 10 in yellow on the filed plan in favour of NAUTICAL MUSEUMS TRUST LIMITED of Shipwreck Heritage Centre, Rock-a-Nore Road, Hastings, E Sussex TN34 3DW.
- 4 The land edged and lettered A and B in red on the filed plan is affected by the second paragraph of the restriction referred to above.
- 5 (14.11.1989) CAUTION affecting the land edged and numbered 2 in blue on the filed plan in favour of SEA LIFE CENTRE (HOLDINGS) LIMITED of 45 The Hundred, Romsey, Hampshire SO51 8GE and of 82 The Esplanade, Weymouth, Dorset DT4 7AA.
- 6 (14.11.1989) The CAUTION in favour of NAUTICAL MUSEUMS TRUST LIMITED referred to above is cancelled as to the land edged and numbered 2 and 3 in blue on the filed plan.

C: Charges register

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

- 1 The parts of the land in this title referred to below are subject respectively to the covenants and other provisions contained in the following Conveyance so far as such covenants and provisions are still subsisting and enforceable.

Land affected	Date of Conveyance	Parties
tinted pink on the filed plan	8.9.1893	1. The Queen's Most Excellent Majesty. 2. Sir Robert Nigel Fitzhardinge Kingscote 3. The Board of Trade. 4. The Mayor Aldermen and Burgesses of the Borough of Hastings.
See Note below	11.11.1921	1. Ellen Amelia Burton, Maurice George Walter 1 Burton and Reginald Merivale. 2. Maurice George Walter Burton. 3. The Mayor Aldermen and Burgesses of the Borough of Hastings.
tinted yellow on the filed plan	15.6.1925	1. The King's Most Excellent Majesty. 2. The Commissioners of Crown Lands. 3. The Board of Trade. 4. The Mayor Aldermen and Burgesses of the

C: Charges register continued

Borough of Hastings.

tinted 11.12.1933 1. The King's Most Excellent Majesty.
blue on 2. The Commissioners of Crown Lands.
the filed 3. The Board of Trade.
plan 4. The Mayor Aldermen and Burgesses of the
Borough of Hastings.

tinted 2.6.1934 1. The King's Most Excellent Majesty.
brown on 2. The Commissioners of Crown Lands.
the filed 3. The Mayor Aldermen and Burgesses of the
plan County Borough of Hastings.

NOTE 1:- The precise extent of the land in this title affected by the Conveyance of 11 November 1921 cannot be ascertained but it is believed to comprise some part or parts of the land above High Water Mark lying between St. Leonards boundary (shown on the Filed Plan) and West Marina Gardens (similarly shown).

NOTE 2:- The originals of the Conveyances referred to were issued from the Registry on completion of registration of land in such Conveyances respectively and copies thereof are filed under HT6185 apart from the copy Conveyance dated 11.12.1933 which is filed under HT5615.

- 2 The land is subject to the following rights granted by a Conveyance of the land edged blue on the filed plan dated 22 November 1968 made between (1) The Mayor Aldermen and Burgesses of the County Borough of Hastings (Corporation) and (2) The Hastings Pier Company:-

"TOGETHER WITH the sole right to retain those parts of the said Parade Extension shown coloured blue on the said plan over the Corporation's adjoining land."

NOTE:- The parts of the Parade Extension coloured blue on the Conveyance plan are hatched red and hatched red tinted pink on the filed plan.

- 3 By a Conveyance dated 14 May 1971 made between (1) The Queen's Most Excellent Majesty (2) The Crown Estate Commissioners and (3) Hastings Corporation the restrictive and other covenants contained in the Conveyances dated 8 September 1893, 15 June 1925, 11 December 1933 and 2 June 1934 referred to above and the rights of reverter and rights in respect of navigation contained and reserved in the said Conveyances dated 8 September 1893, 15 June 1925 and 11 December 1933 were expressed to be released.

NOTE:- Copy filed.

- 4 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 27 January 1978 made between (1) The Hastings Borough Council and (2) The South Eastern Electricity Board:-

The said Deed also contains the following covenants:-

"FULL RIGHT AND LIBERTY for the Board and its successors in title to lay (between the First day of October in any year and the following Thirty first day of March except in cases of emergency) and maintain (which expressions shall without prejudice to the generality thereof include to use and from time to time to repair alter relay renew supplement inspect examine test and remove) electric lines (an electric line being a wire or wires conductor or other means used for the purpose of conveying transmitting or distributing electricity with any casing coating covering



C: Charges register continued

tube pipe or insulator enclosing surrounding or supporting the same or any part thereof or any apparatus connected therewith for the purpose of conveying transmitting or distributing electricity or electric currents) under the land coloured yellow (hereinafter referred to as "the yellow land") on the Plan No. 5541/190/4 attached hereto and to break up the surface thereof so far as may be necessary from time to time for all or any of such purposes to enter the said Property TO HOLD the said rights and liberties unto the Board in fee simple as appurtenant to the Board's undertaking.

2. THE Board hereby covenants with the Grantors to exercise the rights hereby granted so as to cause no unnecessary damage injury or disturbance to the said Property and at the Board's own cost and expense to make good all damage as may be caused in the exercise of any of the rights hereby granted as and whenever necessary to the reasonable satisfaction of the Grantors.

THE Grantors to the intent and so as to bind the said Property and every part thereof into whosoever hands the same may come and to benefit and protect the rights hereby granted hereby covenant with the Board not to do or permit or suffer to be done or permitted on or near the yellow land any act which would in any way interfere with or damage any electric line laid by the Board in the exercise of the rights hereby granted nor to alter or permit or suffer to be altered the existing level of nor to cover or permit or suffer to be covered the surface of the yellow land in such a manner as to render access by the Board to any such electric line impracticable or more difficult than when such electric line is first laid in the exercise of the rights hereby granted AND in particular without prejudice to the generality of the foregoing not to erect any building or structure (except such as are shown on the said Plan) nor plant any trees within a distance of 1.5 metres of the yellow land."

NOTE:- The land coloured yellow referred to is hatched mauve on the filed plan.

5 A Transfer of the land edged and numbered ESX38706 dated 26 October 1978 made between (1) The Hastings Borough Council (Transferor) and (2) Southern Water Authority (Transferee) contains Transferor's covenants a copy of which is set out in the Schedule annexed.

6 The land is subject to the following rights granted by the Transfer dated 26 October 1978 referred to above:-

"1. Full right and liberty for the Transferee its servants and agents at all times and with or without vehicles plant machinery and apparatus to enter upon the land shown coloured blue on the attached plan No. 7E/50/8 (hereinafter called "the blue land") as required for the purpose of laying, tapping, enlarging altering, renewing, maintaining, inspecting, cleansing and repairing an outfall pipe and rising main with all necessary valves, surface boxes, marker posts, pillars, fittings, manholes and apparatus and a cable or cable duct along the line of the outfall pipe and rising main (which outfall pipe and rising main and ancillary works are hereinafter collectively called "the works").

2. Full right and liberty for the Transferee its servants and agents at all times and with or without vehicles, plant machinery and apparatus to enter upon the land shown coloured yellow on the said plan for the purpose of executing the works and to use the same for such purpose until such time as the works have been completed.

3. Full and free right at all times to the uninterrupted passage and running of sewage water and soil through the said outfall pipe and rising

C: Charges register continued

main.

4. Full right and liberty to make and forever thereafter to repair, renew and maintain any connections with the said outfall pipe and rising main as may be deemed necessary and proper by the Transferee."

NOTE:- The land coloured yellow referred to is edged brown on the filed plan and the land coloured blue is edged mauve on the filed plan so far as it affects the land in this title.

- 7 A Deed dated 18 December 1879 made between (1) The Mayor Alderman and Burgesses of the Borough of Hastings and (2) Edward Henry Sayer Milward contains the following covenants affecting the land edged and numbered 1 in blue on the filed plan:-

"THE said Mayor Aldermen and Burgesses DO hereby for themselves their successors and assigns Covenant with the said Edward Henry Sayer Milward his heirs and assigns and the person or persons who shall for the time being be entitled under the limitations contained in the said will and the said Indenture of the seventh and tenth days of November One thousand eight hundred and fifty six or otherwise to the said East Hill and East Cliff that they the said Mayor Aldermen and Burgesses their successors and assigns will not at any time hereafter erect or build any messuage erection or building (excepting buildings or erections of a temporary character to be approved by the said Edward Henry Sayer Milward his heirs or assigns or other the person or persons entitled as aforesaid and to be removed on three calendar months notice in writing from her or them) between high water mark for the time being and the said boundary line either on the land now called "the Stone Beach" or on any land for the time being known as the Stone Beach or on any lands which now have been or which may at any time hereafter by the erection of Groynes or otherwise be reclaimed from the Stone beach for the time being."

- 8 An Agreement dated 18 October 1978 made between (1) Hastings Borough Council and (2) East Hastings Sea Angling Association contains an option to renew the lease dated 29 March 1974 of the land edged and numbered 8 in yellow on the filed plan referred to in the Schedule of Leases annexed.

NOTE:- Copy filed.

- 9 The land cross hatched brown on the filed plan is subject to the rights in respect of electricity lines and apparatus granted by a deed dated 10 March 1983 made between (1) The Hastings Borough Council and (2) The South Eastern Electricity Board. The Deed contains covenants by the Grantor restricting use of the said land and land within 1.5 metres thereof.

NOTE:- Copy filed.

- 10 The land shown by a blue broken line on the filed plan is subject to the rights in respect of the laying and maintenance of electric line granted by a Deed dated 16 January 1984 made between (1) The Hastings Borough Council and (2) South Eastern Electricity Board supplemental to the Deed dated 27 January 1978 referred above.

NOTE:- Copy filed.

- 11 The land edged and lettered A and B in red on the filed plan is not affected by any of the entries referred to above.

- 12 A Conveyance of the land edged and lettered A in red on the filed plan and other land dated 25 December 1871 made between (1) Joseph Arnold (2) Caroline Lansdell, Mark James Lansdell, James Breeds and others and (3) The



C: Charges register continued

Mayor Aldermen and Burgesses of the Borough of Hastings contains covenants details of which are set out in the Schedule hereto.

- 13 The part of the land affected thereby is subject to rights in respect of electric lines lying within the land cross hatched blue on the filed plan granted by a Deed dated 20 February 1987 made between (1) Hastings Borough Council and (2) The South Eastern Electricity Board. The said Deed contains covenants which also affect land lying within 1.5 metres of the said land cross hatched blue.

NOTE:- Copy filed.

- 14 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 8 April 1988 made between (1) The Hastings Borough Council (Grantor) and (2) The South Eastern Electricity Board (Board):-

"FULL RIGHT AND LIBERTY for the Board and its successors in title to retain lay maintain (which expressions shall without prejudice to the generality thereof include to use and from time to time repair alter, re-lay, renew, supplement, inspect, examine, test and remove) electric lines (electric line being a wire or wires conductor or other means used for the purpose of conveying transmitting or distributing electricity with any casing, coating, covering, tube, pipe or insulator enclosing, surrounding or supporting the same or any part thereof or any apparatus connected therewith for the purpose of conveying, transmitting or distributing electricity or electric currents) under the land coloured yellow (being as to part also hatched black) (hereinafter referred to as "the yellow land") on the Plan Number D4/47098M/14/43A annexed hereto including (but not so as to limit the generality of the foregoing grant) through the ducts hereinafter referred to TOGETHER WITH FULL RIGHT AND LIBERTY to break up the surface of the yellow land so far as may be necessary from time to time for all or any of such purposes and also for all or any of such purposes to enter the Property."

The said Deed also contains the following covenant:-

"THE Grantor hereby covenants with the Board with the intent and so as to bind the yellow land and every part thereof and every part of the Property which lies within 1.5 metres of the yellow land into whosoever hands the same respectively may come and to benefit and protect the rights and liberties hereby granted

(i) Not to do or permit or suffer to be done any act which would in any way interfere with or damage any electric line retained or laid by the Board in the exercise of the rights and liberties hereby granted or the ducts

(ii) Not to alter or permit or suffer to be altered the existing level of nor (subject as hereinafter provided) to cover or permit or suffer to be covered the surface of the yellow land in such a manner as to render the laying of an electric line thereunder or access to any electric line retained or laid thereunder or access to each end of the ducts impracticable or more difficult than it is at the date hereof PROVIDED ALWAYS and it is hereby agreed and declared that (without prejudice to the proviso to Clause 2 hereof) nothing in this covenant contained shall prevent the laying and/or re-laying (as the case may be) of appropriate surfaces on any part of the yellow land as forms the site of an intended or existing road or footpath or other way after the initial laying of electric lines thereunder pursuant to the rights and liberties hereby granted

(iii) Without prejudice to the generality of the foregoing not to erect or

C: Charges register continued

permit or suffer to be erected any building or structure (other than such as are shown on the said plan) nor to plan or permit or suffer to be planted any trees on or within a distance of 1.5 metres of the yellow land."

NOTE:- The yellow land referred to is cross-hatched mauve on the filed plan.

- 15 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 30 March 1990 made between (1) The Hastings Borough Council (Grantor) and (2) The South Eastern Electricity Board (Board):-

"FULL RIGHT AND LIBERTY for the Board and its successors in title to retain lay and maintain (which expressions shall without prejudice to the generality thereof include to use and from time to time to repair, alter, re-lay, renew, supplement, inspect, examine, test and remove) electric lines (an electric line being a wire or wires, conductor or other means used for the purpose of conveying, transmitting or distributing electricity with any casing, coating, covering, tube, pipe or insulator, enclosing, surrounding or supporting the same or any part thereof or any apparatus connected therewith for the purpose of conveying, transmitting or distributing electricity or electric currents) under the land coloured yellow (hereinafter referred to as "the yellow land") on the Plan Number D4/470000/14/200 annexed hereto TOGETHER WITH FULL RIGHT AND LIBERTY to break up the surface of the yellow land so far as may be necessary from time to time for all or any of such purposes and also for all or any or such purposes to enter the Property."

The said Deed also contains the following covenant:-

"THE Board hereby covenants with the Grantor to exercise the rights and liberties hereby granted so as to cause no unnecessary damage, injury or disturbance and at the Board's own expense and to the reasonable satisfaction of the Grantor to make good all damage that may be caused thereby including the backfilling of excavations but excluding the laying or cost of the permanent surface thereof when the electric lines are first laid

4. THE Grantor hereby covenants with the Board with the intent and so as to bind the yellow land and every part thereof and every part of the property which lies within 1.5 metres of the yellow land into whosoever hands the same respectively may come and to benefit and protect the rights and liberties hereby granted

(i) Not to do or permit or suffer to be done any act which would in any way interfere with or damage any electric line retained or laid by the Board in the exercise of the rights and liberties hereby granted

(ii) Not to alter or permit or suffer to be altered the existing level of nor (subject as hereinafter provided) to cover or permit or suffer to be covered the surface of the yellow land in such a manner as to render the laying of an electric line thereunder or access to any electric line retained or laid thereunder impracticable or more difficult than it is at the date hereof PROVIDED ALWAYS and it is hereby agreed and declared that (without prejudice to Clause 3 hereof) nothing in this covenant contained shall prevent the laying and/or relaying (as the case may be) of appropriate surfaces on any part of the yellow land as forms the site of an intended or existing road or footpath or other way after the initial laying of electric lines thereunder pursuant to the rights and liberties hereby granted

(iii) Without prejudice to the generality of the foregoing not to erect or



C: Charges register continued

permit or suffer to be erected any building or structure (other than as are shown on the said plan) nor to plant or permit or suffer to be planted any trees on or within a distance of 1.5 metres of the yellow land."

NOTE:- The yellow land referred to is hatched blue on the supplementary plan to the filed plan.

- 16 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.
- 17 The parts of the land affected thereby are subject to the following rights granted by the lease of an electricity sub-station site dated 2 March 1992 referred to in the schedule of leases hereto:-

"TOGETHER with the demised easements

The demised easements

Firstly full right and liberty for Seeboard and all persons authorised by it and with or without vehicles to pass and repass at all times and for all purposes over and along the brown land

Secondly full right and liberty for Seeboard to open gates or doors installed in or along the Western boundary of the demised land outwards over the brown land

Thirdly full right and liberty for Seeboard to retain lay and maintain (which expressions shall without prejudice to the generality thereof include to use and from time to time to repair, alter, re-lay, re-new, supplement, inspect, examine, test and remove) electric lines under the brown land and to break up the surfaces thereof so far as may be necessary from time to time for all or any of such purposes and also for all or any of such purposes to enter the adjoining land of the Lessor."

The said lease also contains the following covenants:-

"THE Lessor hereby covenants with Seeboard as follows:

(b) With the intent and so as to bind the brown land and every part thereof and also those parts of the land comprised in the above Title which lie within 1.5 metres of the brown land into whosoever hands the same respectively may come and to benefit and protect the demised easements

(i) Not to do or permit or suffer to be done any act which would in any way interfere with or damage any electric line retained or laid by Seeboard in the exercise of the demised easements

(ii) Not to alter or permit or suffer to be altered the existing level of nor (subject as hereinafter provided) to cover or permit or suffer to be covered the surface of the brown land in such a manner as to render the laying of any electric line thereunder or access to any electric line retained or laid thereunder impracticable or more difficult than it is at the date hereof PROVIDED ALWAYS and it is hereby agreed and declared that nothing in this present covenant contained shall prevent the laying and/or relaying (as the case may be) of appropriate surfaces on any part of the brown land as forms the site of an intended or existing road or footpath or other accessway after the initial laying of electric lines thereunder by Seeboard pursuant to the demised easements

(iii) Without prejudice to the generality of sub-clause (ii) hereof not to erect or permit or suffer to be erected any building or structure (other

C: Charges register continued

than such as are shown on the plan) nor to plant or permit or suffer to be planted any trees on or within a distance of 1.5 metres of the brown land

(iv) Not to interfere with or obstruct nor permit or suffer any interference with or obstruction of the free flow of air through the means of ventilation to the Building

(v) Not to do or permit or suffer to be done anything which will interfere with or reduce the right of support and protection for the Building."

NOTE:- The brown land referred to is cross-hatched yellow on the filed plan.

- 18 (19.10.2000) The parts of the land affected thereby are subject to the following rights granted by the lease of an electricity sub-station site dated 4 September 2000 referred to in the Schedule of Leases hereto:-

"TOGETHER with the demised easements

"the Building" means the glass reinforced plastic kiosk constructed or in course of construction on the demised land or on part thereof

"the Estate Roads and Footpaths" means the roads (a road including in addition to the carriageway one or more pavements and/or verges where present or intended) and footpaths now or within Twenty-one years from the date hereof constructed (which expression for the purpose hereof shall be deemed to include laid out preparatory to construction whether or not actual construction has commenced) on or over the land comprised in the above Title including in particular (but not by way of limitation) the roads and footpaths shown on the plan and the sites thereof before the same are constructed so far as the same lie within the said land comprised in the said Title

"the demised easements means the rights and liberties specified in the Second Part of the Schedule hereto

.....

Second Part

The demised easements

(1) Full right and liberty for Seeboard and all persons authorised by it and with or without vehicles to pass and repass at all times and for all purposes over and along the blue land the brown lane and the Estate Roads and Footpaths

(2) Full right and liberty for Seeboard to open gates or doors installed in or along the southern boundary of the demised land outwards over the brown land

(3) Full right and liberty for Seeboard to retain lay and maintain (which expressions shall without prejudice to the generality thereof include to use and from time to time to repair alter re-lay renew supplement inspect examine test and remove) electric lines under the brown land and the yellow land and the Estate Roads and Footpaths and to break up the respective surfaces thereof so far as may be necessary from time to time for all or any of such purposes to enter the adjoining land of the Lessor

(4) Full right and liberty to take in and expel air from the Building through the means of ventilation therefor

C: Charges register continued

(5) Full right and liberty to discharge surface water from the Building onto the Lessor's adjoining land

(6) Full right of support and protection for the Building from the adjoining land and (if any) buildings thereon and to project the eaves of the Building thereover

(7) Full right and liberty for Seeboard and all persons authorised by it to enter so far as may be necessary the adjoining land and (if any) buildings thereon for the purpose of inspecting maintaining and repairing the Building and the boundaries of the demised land"

NOTE:-The land coloured blue referred to is edged and numbered 16 in blue on the filed plan, the land coloured brown referred to is edged and numbered 17 in blue on the filed plan and the land coloured yellow referred to is edged and numbered 18 in blue on the filed plan.

- 19 (17.11.2003) By a Deed dated 6 November 2003 made between (1) Hastings Borough Council and (2) Arnold Palmer Putting Courses Limited the terms of the lease dated 31 May 2002 of Land on the south side of Marine Parade referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under ESX259932.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 26 October 1978 referred to in the Charges Register:-

"The Transferor hereby covenants with the Transferee to observe and perform the restrictive stipulations in the Third schedule hereto.

THE THIRD SCHEDULE before referred to

THE Transferor hereby covenants with the Transferee for the benefit and protection of the works and the Transferees undertaking and so as to bind the Transferor or Transferors for the time being of the blue land and all persons deriving title from him or them not to do or suffer or permit to be done upon the blue land or upon any part of the Transferors adjoining or neighbouring land any act or thing which might cause or is likely to cause damage or injury to the works or prevent hinder or obstruct access by the Transferee to the works or affect the flow of sewage water and soil carried thereby in accordance with the terms of this grant and the Transferor will take all reasonable precautions to prevent such damage or injury and in particular but without prejudice to the generality of the foregoing the Transferor will not:-

(a) place or instal or suffer or permit to be placed or installed in over or upon any part of the blue land any sewers, pipes, drains, wires, ducts or anything of a like nature without the previous written consent of the Transferee.

(b) plant or suffer or permit to be planted upon the blue land any tree or shrub or erect or suffer or permit to be erected thereon any building, wall or structure or permanent apparatus of any type whatsoever.

(c) place or use or suffer or permit to be placed or used upon the blue land any machinery or vehicles or goods or materials of a heavy nature likely to affect or cause interference or disturbance to the works.

(d) reduce or increase the depth of soil above the works nor lessen or in

Schedule of restrictive covenants continued

any way interfere with the support afforded to the works by the surrounding soil including minerals without the written consent of the Transferee."

NOTE 1:- The blue land referred to is edged and numbered 1 in blue on the filed plan so far as it affects the land in this title.

NOTE 2:- The grant referred to is set out in the Charges Register.

- 2 The following are details of the covenants contained in the Conveyance dated 25 December 1871 referred to in the Charges Register:-

The said Mayor Aldermen and Burgesses for themselves their successors and assigns thereby covenant with the several persons parties hereto of the second part their respective heirs and assigns That they the said Mayor Aldermen and Burgesses their successors and assigns will not at any time hereafter build or permit any other person or persons to build upon the piece of ground hereby conveyed.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	5.9.1979 Edged and numbered 7 in yellow	Land on foreshore at East Parade	29.3.1974 28 years from 1.2.1974	
2	5.9.1979 Edged and numbered 8 in yellow	Land lying to the South of East Beech Street	29.3.1974 28 years from 1.2.1974	
3	31.3.1989 Edged and numbered 11 in yellow	Land lying to the South of Rock-a-nore Road	9.11.1988 40 years from 1.1.1988	ESX157254
4	28.11.1990 Edged and numbered 2 in blue	Land on the South side of Rock-a-nore Road	29.8.1990 99 years from 24.6.1990	ESX173392
5	27.3.1992 Edged and numbered 14 in yellow	Sub-station lying to the South of Marine Parade	2.3.1992 25 years from 26.10.1991	ESX185233
NOTE: See entry in the charges register relating to the rights granted by this lease				
6	11.9.1992 Edged and numbered 15 in blue	Land lying to the South of Rock-A-Nore Road	13.8.1992 99 years from 1.1.1990	ESX188749

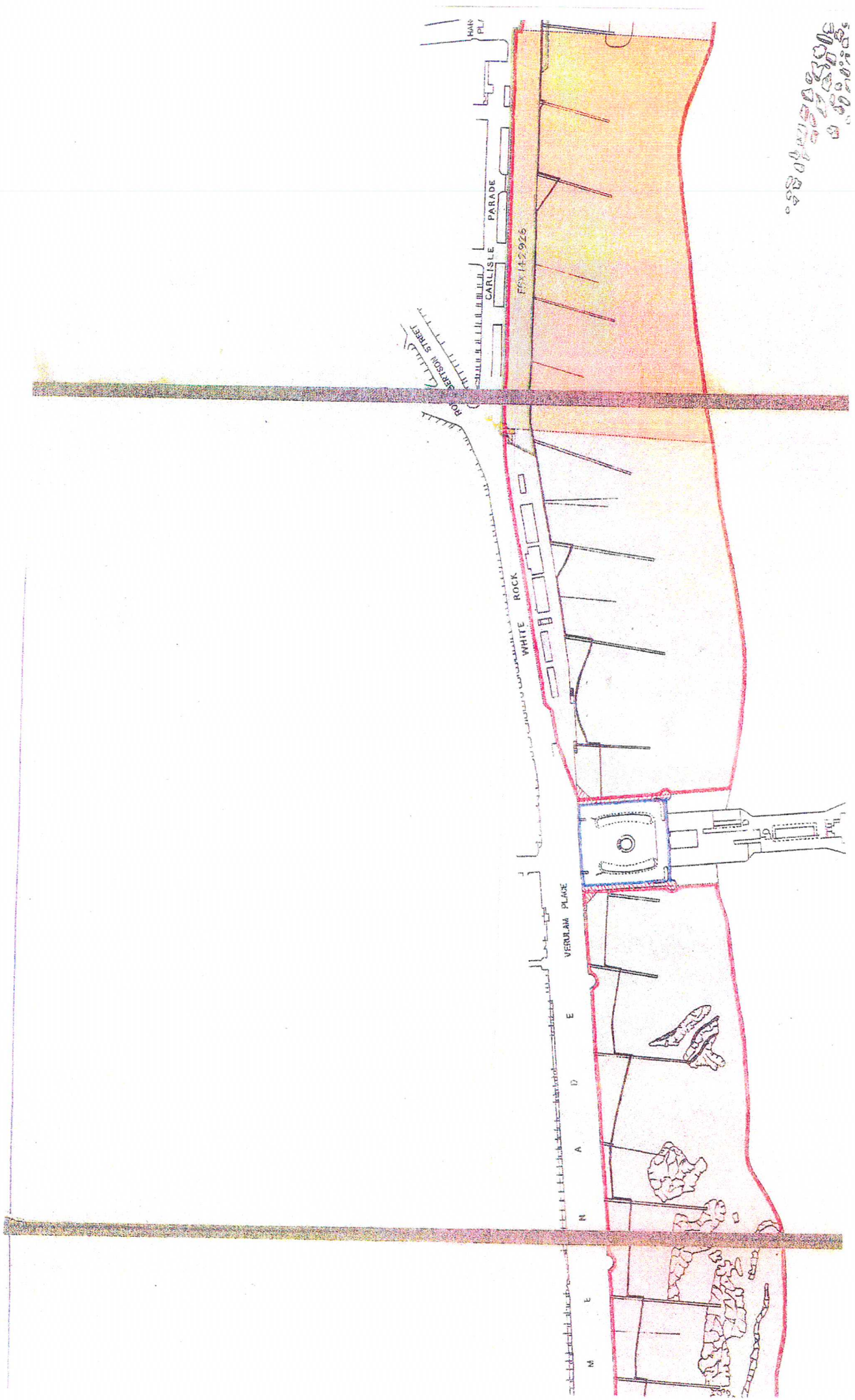
NOTE: The lease contains provisions for determination upon the terms therein mentioned.

Schedule of notices of leases continued

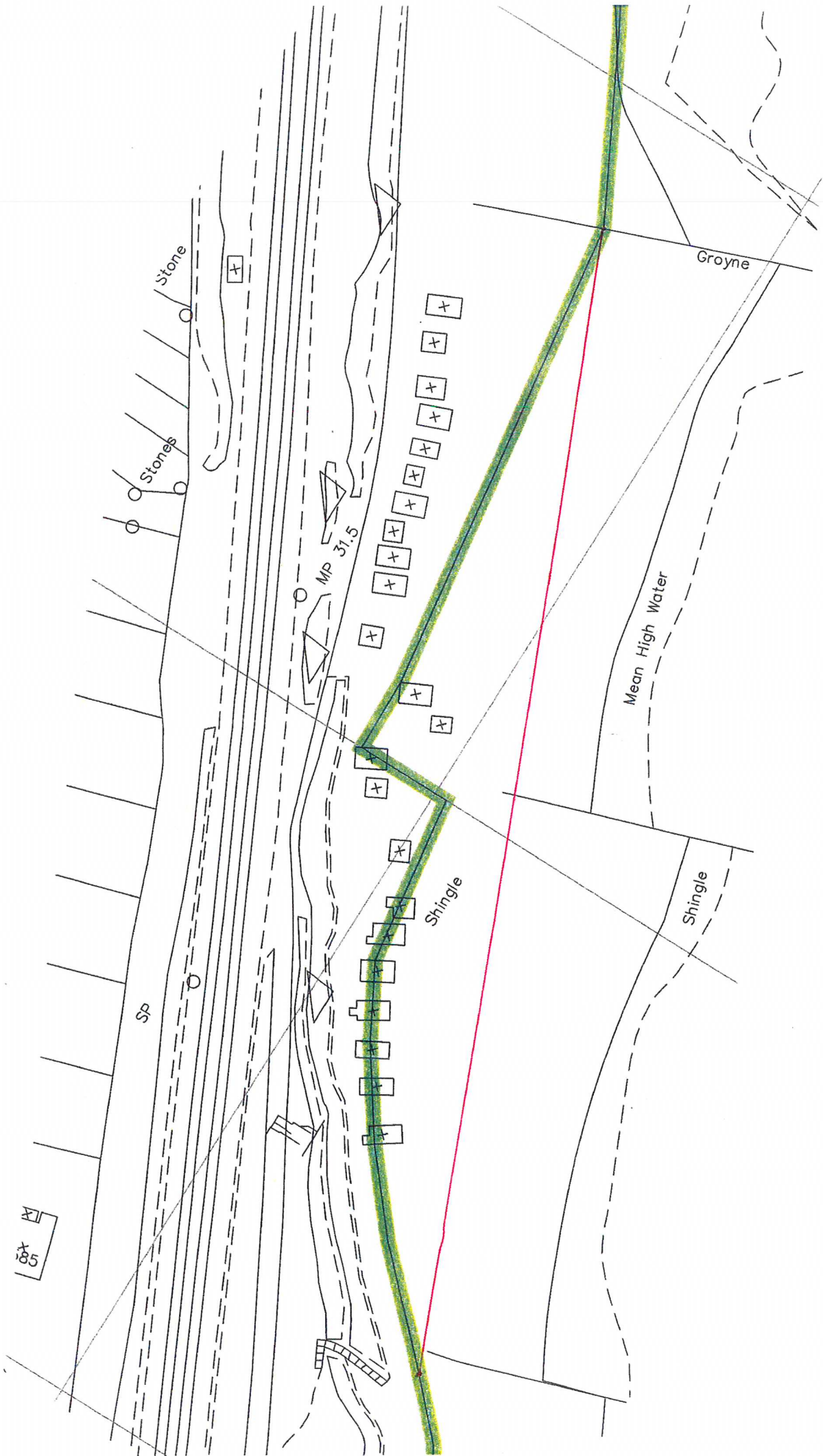
	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
7	24.10.1994 Edged and numbered 17 in yellow	The Fishmarket	27.9.1994 125 years and 30 days from 1.9.1993	ESX203400
8	3.8.1995 Edged and numbered 18 in yellow	Site of Lifeboat Station, The Stade	7.7.1995 99 years from 11.1.1995	ESX208274
NOTE 1: By a Deed dated 16.2.1996 made between (1) Hastings Borough Council and (2) Royal National Lifeboat Institution the terms of the Lease were varied.				
NOTE 2: Copy filed under ESX208274				
9	19.10.2000 Edged and numbered 19 in yellow	Electricity Substation	4.9.2000 99 years from 4.9.2000	ESX246659
NOTE: See entry in the Charges Register relating to the rights granted by this lease.				
10	19.3.2001 Edged and numbered 5,16,20,21 and 22 in yellow	The Fishermen's Museum	7.3.2001 25 years from 9.6.2000	ESX249596
11	3.7.2002 Edged and numbered 12,13 and 23 in yellow	Land on the south side of Marine Parade	31.5.2002 30 years from 31.5.2002	ESX259932
NOTE: See entry in the Charges Register relating to a Deed of Variation dated 6 November 2003.				
12	11.12.2003 Edged and numbered 24 in yellow	Land at The Stade, Marine Parade	1.5.1996 21 years from 1.2.1996	ESX272575

End of register

7H



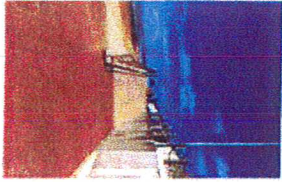
Handwritten notes or signatures in the top right corner.



9A



IMG_0240



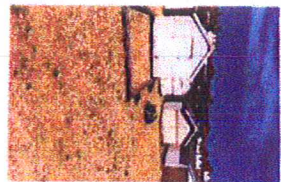
IMG_0241



IMG_0242



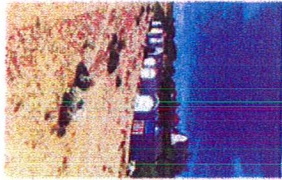
IMG_0243



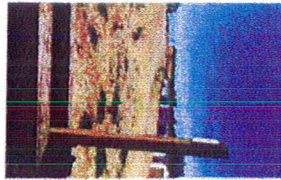
IMG_0244



IMG_0245



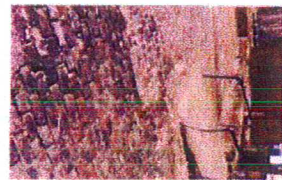
IMG_0246



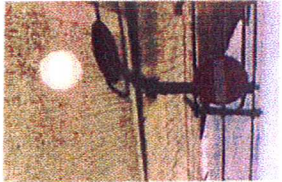
IMG_0247



IMG_0207



IMG_0208



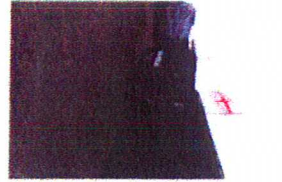
IMG_0209



IMG_0210



IMG_0211



IMG_0212



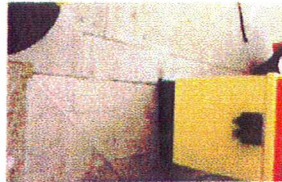
IMG_0213



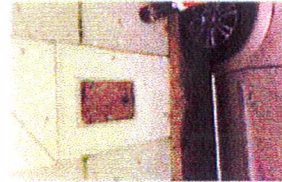
IMG_0214



IMG_0215



IMG_0216



IMG_0217



IMG_0218



IMG_0219



IMG_0220



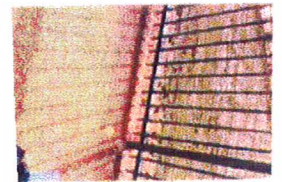
IMG_0222



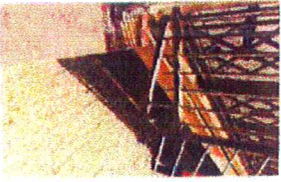
IMG_0223



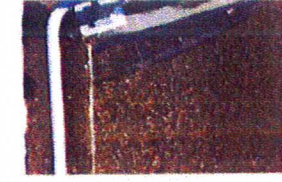
IMG_0224



IMG_0225



IMG_0228



IMG_0230



IMG_0231



IMG_0232



IMG_0233



IMG_0234



IMG_0235



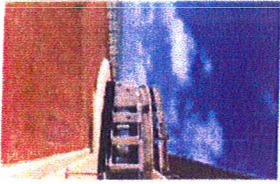
IMG_0236



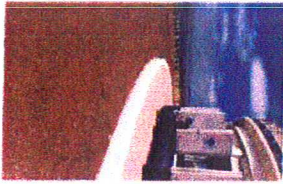
IMG_0237

[Handwritten signature]
25 May 2011

95



IMG_0238



IMG_0239

W. Hoff
25th May 2011