

IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION

Claim No. -

IN THE MATTER OF SECTION 222 LOCAL GOVERNMENT ACT 1972

BETWEEN

THE MAYOR & BURGESSES OF
THE LONDON BOROUGH OF ENFIELD

Claimant

-and-

- (1) CHARLES SNELL
- (2) DAVID SNELL
- (3) STEPHEN MAY
- (4) ABDELLAH TAYEB (AKA CASTRO)
- (5) MICHAEL WUJECK
- (6) PERSONS UNKNOWN

Defendants

EXHIBIT BUNDLE KM1
OF KAREN MAGUIRE

Exhibits bundle

1.	Exhibit KM1 - Official Copy (Register) - AGL536977 - Canal Strip Land		p 4 - p 6
2.	Exhibit KM1 - Official Copy (Title Plan) - AGL536977 - Canal Strip Land		p 7 - p 8
3.	Exhibit KM1 - TP1 - dated 24 May 2021 - signed by CRT[77578] Transfer of Part - Canal Strip Land		p 9 - p 30
4.	Exhibit KM1 - Canal Strip Land - River Lee Navigation Canal Land Acquisition Plan		p 31
5.	Exhibit KM2 - Lease of Airspace - 24 May 2021 - signed by CRT[77577] AGL536978		p 32 - p 122
6.	Exhibit KM2 - Official Copy (Register) - AGL536978 - Lease of AirSpace		p 123 - p 124
7.	Exhibit KM2 - Official Copy (Title Plan) - AGL536978 - Lease of AirSpace		p 125 - p 126
8.	Exhibit KM3 - Official Copy (Register) - AGL199527 CRT Retained Land		p 127 - p 130
9.	Exhibit KM3 - Official Copy (Title Plan) - AGL199527 - CRT retained Land		p 131 - p 132
10.	Exhibit KM3 - Plan - Landlord's Land_THL_147609147_1 (re CRT Retained Land Title AGL199527)		p 133
11.	Exhibit KM4 - -Official Copy - Register - AGL216617 - IKEA Clear		p 134 - p 140
12.	Exhibit KM4 - Official Copy - Title Plan - AGL216617 - IKEA Clear		p 141 - p 142
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14.	Exhibit KM5 - Highways Boundary Base-Layout MW Site		p 149
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Dated Photographic evidence – informal statements

27.	Peter Wiggins Statement with Photos - Bundle		p 190 - p 232
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29.	Statement James West TW - Photos - various dates		p 252 - p 263
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32.	Statement D Shaw TW - photos 17.4.24	17-04-2024	p 270 - p 274

Exhibits bundle

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number AGL536977

Edition date 21.06.2021

- This official copy shows the entries on the register of title on 06 FEB 2024 at 12:46:56.
- 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 06 Feb 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Wales Office.

A: Property Register

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

ENFIELD

- 1 (16.03.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Orbital Business Park, Argon Road, London (N18 3BY).
- 2 (16.03.2009) As to the parts of the land affected thereby, the mines and minerals are excepted.
- 3 (16.03.2009) The land has the benefit of the following rights reserved by a Conveyance of land at Dorford Wharf adjoining the western boundary of the land in this title dated 26 August 1936 made between (1) The Lee Conservancy Board (Vendors) and (2) L. Hall (Edmonton) Limited:-

"Except and Reserved unto the Vendors their engineer agents and workmen the right at all reasonable times to enter upon the premises hereby assured for the purpose of examining the river wall or bank of the River Lee Navigation or for discovering any leakage or for any purpose connected with the Navigation"
- 4 (21.06.2021) The Transfer dated 24 May 2021 referred to above contains a provision as to boundary structures and a provision relating to the creation and/or passing of easements.

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 (21.06.2021) PROPRIETOR: THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ENFIELD of Civic Centre, Silver Street, Enfield EN1 3XA.
- 2 (21.06.2021) The price stated to have been paid on 24 May 2021 was £10,000.

Title number AGL536977

C: Charges Register

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

- 1 (16.03.2009) The land is subject to the rights granted by a Deed dated 29 October 1938 made between (1) The Lee Conservancy Board (2) The North Metropolitan Electric Power Supply Company and (3) The Central Electricity Board.

NOTE 1: No copies of the plans referred to were supplied on first registration.

NOTE 2: Copy Deeds dated 17 December 1931, 6 December 1935 and 29 October 1938 filed under AGL199521.

- 2 (21.06.2021) A Transfer dated 24 May 2021 made between (1) Canal & River Trust Acting As Trustee Of The Waterways Infrastructure Trust and (2) The Mayor And Burgesses Of The London Borough Of Enfield contains restrictive covenants.

NOTE: Copy filed.

- 3 (21.06.2021) The land is subject to the rights reserved by the Transfer dated 24 May 2021 referred to above.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

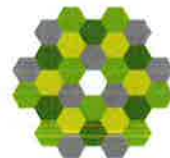
This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 06 February 2024 shows the state of this title plan on 06 February 2024 at 12:46:56. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

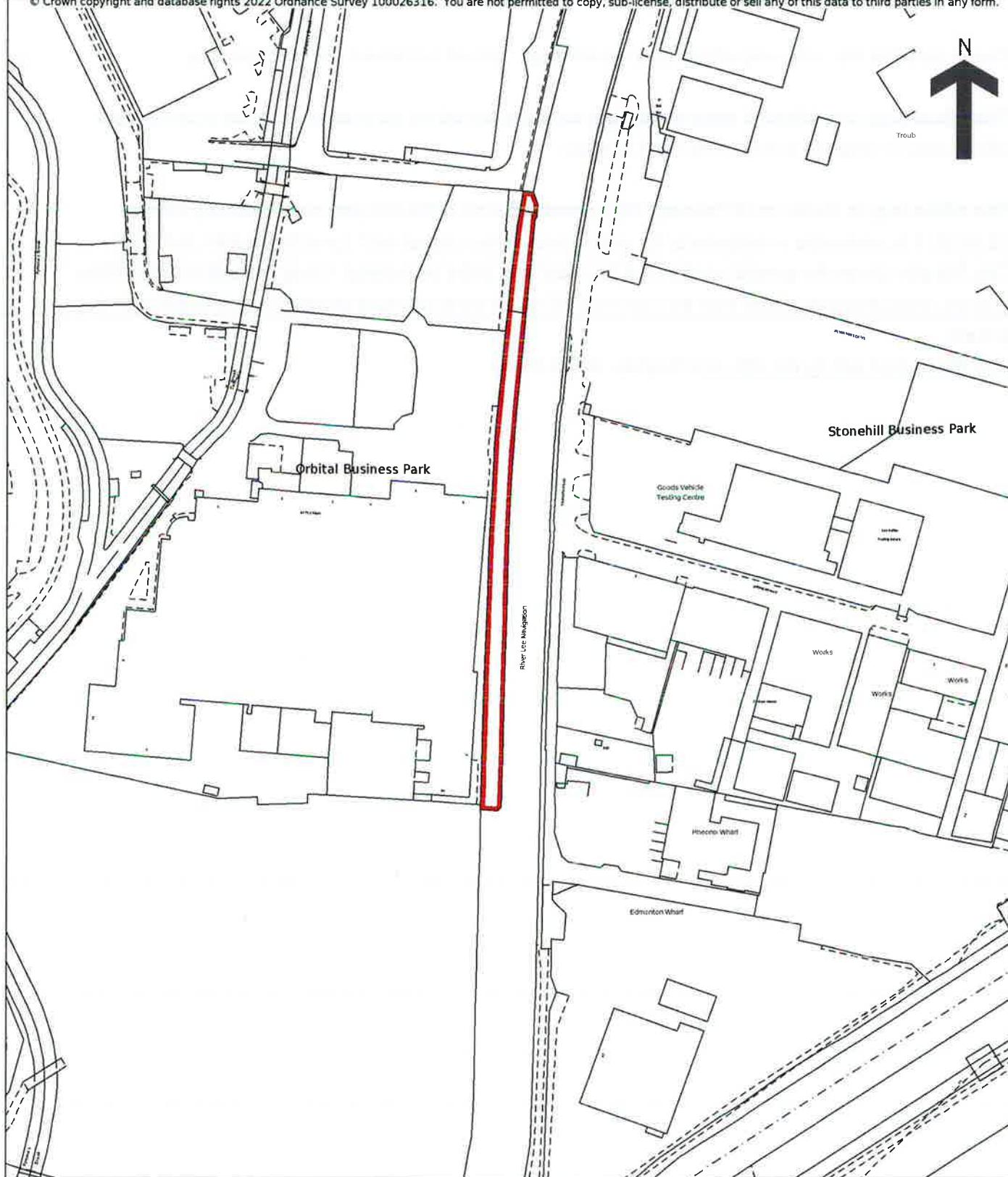
This title is dealt with by the HM Land Registry, Wales Office .

HM Land Registry
Official copy of
title plan

Title number **AGL536977**
Ordnance Survey map reference **TQ3591NE**
Scale **1:2500 reduced from 1:1250**
Administrative area **Enfield**



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Land Registry
Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

1. Title number(s) out of which the property is transferred:

AGL199527

2. Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

Not applicable

3. Property:

Land adjoining the River Lee Navigation lying to the west of Harbet Road, Enfield

The property is identified

on the attached plan and shown: edged red on Plan 1

on the title plan(s) of the above titles and shown:

4. Date: **24 May 2021**

5. Transferor:

CANAL & RIVER TRUST ACTING AS TRUSTEE OF THE WATERWAYS INFRASTRUCTURE TRUST

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix: (company number 07807276 and registered charity number 1146792-2)

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

6. Transferee for entry in the register:

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ENFIELD

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

7. Transferee's intended address(es) for service for entry in the register:

Civic Centre, Silver Street, Enfield, EN1 3XA

8. The transferor transfers the property to the transferee

9. Consideration

The transferor has received from the transferee for the property the following sum (in words and figures):

Ten thousand pounds (£10,000) exclusive of value added tax

The transfer is not for money or anything that has a monetary value

Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

10. The transferor transfers with

- full title guarantee
- limited title guarantee

10.1. the covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to costs arising from the Transferee's failure to:

10.1.1. make proper searches; or

10.1.2. raise requisitions on title or on the results of the Transferee's searches.

10.2. The covenant implied on the part of the Transferor by section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 will extend only to charges or incumbrances created by the Transferor and shall not extend to any matters or categories of matter to which the Transfer and/or the contract for disposition is expressly made subject to.

10.3. All matters revealed at the date of this Transfer in registers open to public inspection are deemed to be within the actual knowledge of the transferee for the purposes of section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 notwithstanding section 6(3) of that Act

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

11. Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed

12. Additional provisions

12.1. Definitions

12.1.1 In this Transfer, unless the context otherwise requires:

"1936 Conveyance" means the conveyance dated 26 August 1936 made between (1) the Lee Conservancy Board and (2) L. Hall (Edmonton) Limited registered as at the date of this transfer against paragraph 3 of the property register of AGL199527

"1991 Transfer" means the transfer dated 2 May 1991 made between (1) British Waterways Board and (2) PTG Properties Limited registered as at the date of this transfer against paragraph 4 of the property register of AGL199527

subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

"Act of Circumvention" any act or omission of the Transferee, or any person acting under the direction or control of the Transferee, the purpose or purposes of such act or omission is or are to:

- (a) breach the provisions of clause 12.4 and/or 12.9 of this transfer (as the case may be); and/or
- (b) prevent the Transferor from any entering into any renewal and/or new agreement(s) and/or deed(s) (as the case may be) referred to at clause 12.1.4.6 of this transfer; and/or
- (c) claim any part of the licence fee and/or rent and/or premium paid or due to be paid under any agreement and/or deed (as the case may be) referred to at clause 12.1.4.6 and/or clause 12.1.4.7 (as the case may be) of this transfer.

"Bridge Link Infrastructure"

means the associated infrastructure banks abutments footings foundations supports and retaining structures works and building and engineering works to be carried out pursuant to the Lease of Airspace

"Code of Practice"

means the then current edition of the "Code of Practice for Works Affecting the Canal & River Trust" (including any relevant special requirements supplemental to that code and any relevant appendices from time to time in force or any modification or replacement of it)

"Flood Mitigation Barrier"

means the construction of a flood wall alongside the existing vehicle crash barrier and constructed pursuant to the Lease of Airspace

"Infrastructure Trust Property" means the part of the Retained Land comprising the Waterway and all other land and infrastructure which is held by the Canal & River Trust as trustee of the Waterways Infrastructure Trust pursuant to the British Waterways Board Transfer Scheme 2012 and dated 1 July 2012

"Lease of Airspace" means the lease of airspace dated on or around the date of this Transfer and made between the Transferor and Transferee demising airspace and authorising the construction, retention and use of a bridge over the area comprising plots 102, 104, 105 and part of plot 109 of the Order

"Order" means The London Borough of Enfield (Meridian Water Strategic Infrastructure Works) Compulsory Purchase Order 2020

"Plan 1" means the plan attached to this Transfer and marked "Plan 1"

"Plan 4" means the plan attached to this Transfer and marked "Plan 4"

"Property Service Media" means such of the Service Media which are now or which may within in the future be laid in, on, under or over the Property and serve the Retained Land

"Protected Species" means any species specified by Natural England (or any successor body to Natural England) and/or the Transferor (including those parties successors to their respective statutory functions) as being protected species and includes (without limitation) water voles, otters, bats, badgers, great-crested newts, nesting birds, slow-worms, grass snakes and floating water plantain

"Restriction Land" means the part or parts of the Retained Land that are shown edged red on Plan 4 (which comprise plots 106 and 113 of the Order)

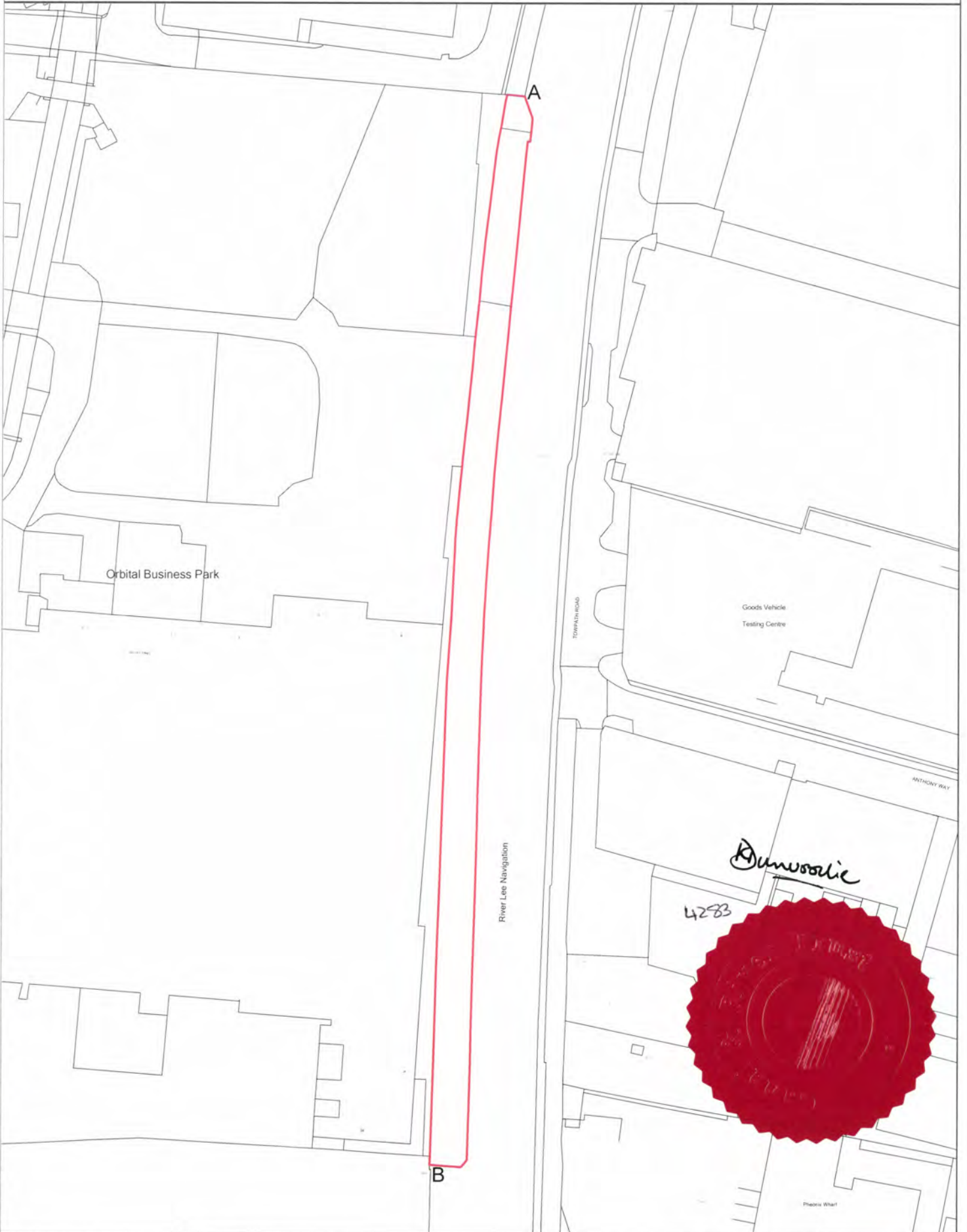
"Retained Land" means the adjoining or neighbouring property of the Transferor registered at the Land Registry with title absolute under title number AGL199527 (including (without limitation) the Infrastructure Trust Property, the Restriction Land and the Waterway Wall) and (without prejudice to the generality of the foregoing) includes any other land or premises belonging to or under the control of the Transferor but excluding the Property;

"Service Media" means pipes, drains, wires, sewers, watercourses, cables, conduits, other service media and other ancillary apparatus

"Statutory Duties" means any statutory duties or responsibilities imposed on both the Transferor under:

- (a) the Transport Act 1962;
- (b) Transport Act 1968;

PLAN 1 – ACQUISITION LAND



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Scale:- 1:1250
Paper Size:- A4
Date:- 17 Feb 2021
Map Produced By Asset
Information Team/FH



PLAN 4 – RESTRICTION LAND



Scale - 1:2500
Paper Size - A4
Date - 17 Feb 2021
Map Produced By Asset
Information Team/FH


NORTH


ENFIELD
Council
www.enfield.gov.uk

- (c) British Waterways Act 1995
- (d) British Waterways Board (Transfer of Functions Order) 2012

and other legislation, delegated legislation or byelaws or regulations including for the avoidance of doubt, the ability for the Transferor to make the Retained Land and/or Infrastructure Trust Property and its adjoining land available as a working and leisure environment for the general public at large

"Title Matters"

means the matters, easements, rights, covenants and stipulations contained, mentioned or referred to in:

- (a) the property and charges registers of title number AGL199527; and
- (b) any every other matter affecting the title to the Property

insofar as such matters are still subsisting and capable of taking effect and relate to or affect the Property.

"Transferor"

the party named in Panel 5 of this transfer being a charity under registered charity number 1146792-2

"Transfer Scheme"

means the British Waterways Board Transfer Scheme 2012 dated 1 July 2012

"Trust"

Canal & River Trust (company number 07807276 and registered charity number 1146792)

"Utility Agreements"

means the following agreements and/or deeds (as the case may be):

- (a) the deed dated 29 October 1938 made between (1) The Lee Conservancy Board (2) The North Metropolitan Electric Power Supply Company and (3) the Central Electricity Board which as at the date of this deed is registered at HM Land Registry at paragraph 1 of the charges register of title number AGL199527;
- (b) the deed dated 17 December 1931 made between (1) the Lee Conservancy Board (2) The North Metropolitan Electric Power Supply Company and (3) and The Central Electricity Board which as at the date of this deed is registered at HM Land Registry at paragraph 1 of the charges

register of title number AGL199527;

- (c) the deed dated 6 December 1935 made between (1) the Lee Conservancy Board and (2) The North Metropolitan Electric Power Supply Company which as at the date of this deed is registered at HM Land Registry at paragraph 1 of the charges register of title number AGL199527;
- (d) the agreement dated 30 December 1954 made between (1) The British Transport Commission and (2) the Eastern Electricity Board which as at the date of this deed is registered at HM Land Registry at paragraph 2 of the charges register of title number AGL199527;
- (e) the licence dated 5 August 1959 made between (1) The British Transport Commission and (2) the Eastern Electricity Board which as at the date of this deed is registered at HM Land Registry at paragraph 3 of the charges register of title number AGL199527; and
- (f) the licence dated 27 November 1989 made between (1) British Waterways Board and (2) Thames Water Utilities Limited which as at the date of this deed is registered at HM Land Registry at paragraph 4 of the charges register of title number AGL199527.

"Waterway"

means the waterway known as the River Lee Navigation and its immediate environs constituting Infrastructure Trust Property

"Waterways Infrastructure Trust"

Canal & River Trust acting as trustee of the Waterways Infrastructure Trust (Charity number 1146792-2) whose principal office is at First Floor North, Station House, 500 Elder Gate, Milton Keynes, MK9 1BB in relation to "Infrastructure Trust Property" (as that term is defined in this Transfer)

"Waterway Wall"

means the wall and/or bank forming part of the Property which separates the Waterway from the Property which is marked between the points marked "A" to "B" on Plan 1 and includes (without limitation) the footings or foundations, drainage, buttresses, ties and back stabilising walls, copings, capping stones and clapper gate structure relating thereto from time to time included

12.1.1. In interpreting this Transfer:

12.1.1.1. words importing the singular number include the plural number and vice versa, words importing one gender include all genders and references to a "person" are deemed to include any individual, firm, partnership, unincorporated association, incorporated association, corporation or company (wherever incorporated or situate) or other entity (in each case, whether or not having separate legal personality) including any governmental authority;

12.1.1.2. references to clauses, sub-clauses and paragraphs unless otherwise specified mean the clauses and sub-clauses of or the paragraphs to this Transfer and headings to them are to be disregarded in interpreting this Transfer;

12.1.1.3. if any party to this Transfer at any time comprises more than one person, any reference to such party is deemed to refer to each such person and any obligation or liability on the part of such person takes effect as a joint and several obligation;

12.1.1.4. in this Transfer reference to the "Transferor" includes their respective successors in title and occupiers to the Retained Land and in the case of the Transferor only those parties successors to their respective statutory functions;

12.1.1.5. in this Transfer reference to the "Transferee" includes their respective successors in title and occupiers to the Property except where referred to at clause 12.4 of this transfer where reference to "Transferee" shall mean to the Transferee named in this transfer only (being The Mayor Burgesses of the London Borough of Enfield);

12.1.1.6. the words "include" and "including" are to be construed without limitation and in construing this Transfer the ejusdem generis principle does not apply and general words are not to be given a restrictive meaning because they are followed by particular examples intended to be embraced by the general words;

12.1.1.7. the words "herein", "hereto" and "hereunder" refer to this Transfer as a whole and not to the particular clause or paragraph in which such

- word may be used;
- 12.1.1.8. all references to agreements, documents or other instruments include (subject to all relevant approvals) references to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned;
- 12.1.1.9. any covenant by the Transferee not to do an act or thing is deemed to include an obligation not to permit or suffer such act or thing to be done;
- 12.1.1.10. any covenant by the Transferor not to do an act or thing is deemed to include an obligation to take all reasonable steps not to permit or suffer such act or thing to be done by another person (excluding member of the public);
- 12.1.1.11. unless otherwise stated any reference to a provision of legislation is a reference to that provision as amended, extended or re-enacted by any subsequent legislation and shall also include all orders, instruments, regulations, directions or plans made or issued under the legislation or deriving validity from it;
- 12.1.1.12. reference in this Transfer to the "Property" "Retained Land" shall include the whole and each and every part of them.

Rights granted for the benefit of the property

None

Rights reserved for the benefit of other land

12.2. There are excepted and reserved out of the Property for the benefit of the Retained Land the rights for the benefit of the Retained Land for the Transferor but in common (where appropriate) with the Transferee and persons authorised by any of them and all others having the like right:

12.2.1. **Service Media**

To the free and uninterrupted passage and running of water, soil, gas, electricity and other services through the Property Service Media Subject to the Transferor not causing any damage to them

12.2.2. **Access to the Property**

Subject to the proviso to this clause, at all reasonable times after giving to the Transferee previous notice in writing (except in the case of emergency) to enter upon those parts of the

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Property as are then unbuilt upon with or without workmen and any necessary materials, plant, machinery, equipment and apparatus for the purpose of:

- 12.2.2.1. inspecting, cleaning, repairing, maintaining and renewing the Property Service Media;
- 12.2.2.2. making connections from the Property Service Media to Service Media which are now or may in the future be laid in, on, under or over the Retained Land;
- 12.2.2.3 carrying out any necessary works of repair or maintenance to buildings or structures which now or may in the future be on the Retained Land where the works concerned cannot otherwise reasonably be done without such access;

Provided that the person exercising such rights causes as little damage and inconvenience as is consistent with the proper and reasonable exercise of such exceptions and reservations and makes good all damage caused to the Property to the reasonable satisfaction of the Transferee.

12.2.3. **Support and Protection**

Of support and protection from the Property as now enjoyed by the Retained Land.

12.2.4. **Alterations**

The Transferor or persons authorised by them may alter or replace any Service Media in respect of which rights are excepted and reserved by this Transfer in order to alter their routes and to improve their capacities Provided that:

- 12.2.4.1. any such alterations or replacements are effected in such a way as to cause the minimum possible inconvenience and disruption in the use of the Service Media;
- 12.2.4.2. any references to services in the rights reserved by this Transfer or covenants contained in this Transfer mean the services as so altered or replaced from time to time; and
- 12.2.4.3. any rights in respect of the Service Media reserved by this Transfer are deemed to be subject to the foregoing provisions of this clause;

12.2.5. **Works for the Transferor's Undertaking**

Only to the extent that it is not possible (as determined by the Transferor acting reasonably) for the Transferor to use other land or premises belonging to or under the control of the Transferor for its undertaking and Statutory Duties:

- 12.2.5.1. The right to have maintain repair cleanse use reconstruct alter and remove any Service Media and other works on over or under the Property now used for the benefit of the Transferor's undertaking and Statutory Duties on their adjoining or neighbouring land (including the Retained Land.
- 12.2.5.2. Full right and liberty to maintain repair cleanse use reconstruct alter remove:
 - (i) any anchor blocks tie rods or other works located within the Property and relating to the Infrastructure Trust Property;
 - (ii) any drains pipes wires cables and works on over or under the Property now used for the benefit of the Retained Land and/or the Infrastructure Trust Property.
- 12.2.5.3. Full right and liberty to insert and retain new anchor blocks and tie rods within the Property.
- 12.2.5.4. Full right and liberty for the Transferor with or without workmen at all reasonable times to enter upon the Property for the purpose of exercising the right reserved by clause 12.2.5.1, clause 12.2.5.2 and clause 12.2.5.3 of this Transfer.
- 12.2.5.5. Full right and liberty for the Transferor with or without workmen at all reasonable times to enter upon the Property for the purpose of maintaining repairing renewing reinstating altering or amending the Infrastructure Trust Property or in exercise of the Transferor's undertaking and the Statutory Duties on their adjoining or neighbouring land (including the Retained Land);

Provided that the Transferor will provide reasonable prior written notice to the Transferee of any such works to be undertaken pursuant to this clause 12.2.5 and make good (to the reasonable satisfaction of the Transferee) any damage occasioned to the Property by the exercise of the rights granted under this clause.

12.2.6. **Waterway**

Full right and liberty for the waters of the Waterway to seep through or leak into or flow over or erode the Property without liability on the part of the Transferor for any damage inconvenience or loss caused.

Include words of covenant.

Restrictive covenants by the transferee

12.3. The Transferee with intent to bind the Property covenants with the Transferor for the benefit of the Retained Land that the Transferee (but not so as to render the Transferee personally liable for any breach of this covenant after the Transferee has parted with its interest in the Property) will at all times hereafter perform and observe the covenants and stipulations as follows:

12.3.1. Nuisance

Not to do or allow or permit to be done on the Property anything which may cause nuisance or damage to the Transferor and not to do upon the Property any act which may be or become or grow to be a public or private nuisance or a danger annoyance or disturbance to the Transferor.

12.3.2. Development of the Property

12.3.2.1. Except for any Bridge Link Infrastructure built pursuant to the Lease of Airspace, not at any time to:

- (i) erect or add to any buildings which is on the Waterway Wall or falls within 3 (three) metres of the Waterway Wall; and
- (ii) to carry out any works of excavation or any other works within 3 (three) metres of the Waterway Wall that in the reasonable opinion of the Transferor are likely to or will affect the safety or integrity of the Waterway Wall

without:

- (i) previously submitting detailed plans and specifications thereof to the Transferor and obtaining their approval thereto (such approval not to be unreasonably withheld or delayed);
- (ii) complying with such reasonable conditions as to foundations or otherwise as the Transferor shall deem it necessary to impose; and
- (iii) complying with the Code of Practice;

12.3.2.2. Not at any time to do or permit to be done upon the Property any act which may endanger the safety or stability of the Retained Land.

12.3.2.3. Not at any time to erect any fences, hedges,

walls or other boundary structures (including (without limitation) screening of any sort) along the eastern boundary of the Property without the prior written consent of the Transferor such consent not to be unreasonably withheld or delayed provided that the Transferee may erect a safety barrier to help prevent persons falling into the Waterway or any such barriers approved by the Transferor as part of the Bridge Link Infrastructure.

12.3.3. **Discharge of Matters**

Not at any time to discharge, drain or suffer any liquid or solid matter of any kind whatsoever from the Property onto the Retained Land or to take any water from the Retained Land.

12.3.4. **Signage**

Not at any time to exhibit or allow to be placed on the Property any sign, placard, notice or advertisement whatsoever.

12.3.5. **Protected Species**

Not at any time to disturb, modify, obstruct or damage any Protected Species which are found on the Property without a licence being obtained by Natural England (or its successors) (it being acknowledged that there is a high potential for Protected Species to be present on the Property).

12.3.6. **Reservations**

Not to prevent and/or interfere with the exercise of the rights reserved at clause 12.2 of this transfer.

12.3.7. **Act of Circumvention**

The Transferee will not carry out, or seek or endeavour to carry out, any Act of Circumvention.

12.3.8. **Waterway Protections**

Not at any time to:

12.3.8.1. do or permit to be done anything which may cause any obstruction to or endangerment of the traffic on the Waterway or any loss or pollution or obstruction to the flow of water in the Waterway or any injury or damage to any property of the Transferor; and

12.3.8.2. fish or permit fishing in the Waterway.

Include words of covenant.

Restrictive covenants by the transferor

12.4. The Transferor with intent to bind the Restriction Land covenants with the

Transferee for the benefit of the Property that the Transferor (but not so as to render the Transferor personally liable for any breach of this covenant after the Transferor has parted with its interest in the Restriction Land) will at all times hereafter perform and observe the covenants and stipulations as follows:

12.4.1. Ground levels

Subject always to the proviso to this clause 12.4.1, not without the prior written consent of the Transferee named in this transfer being the Mayor and Burgesses of the London Borough of Enfield (such consent not to be unreasonably withheld or delayed) to alter the Flood Mitigation Barrier or alter the level of the ground of the Restriction Land.

PROVIDED THAT the Transferor and the Transferee acknowledge and agree that:

- 12.4.1.1. the carrying out of the Statutory Duties by the Transferor; and/or
- 12.4.1.2. the use (or any works required for the bringing into use) of the Restriction Land as an operational waterway and/or towpath; and/or
- 12.4.1.3. normal management and use of the Restriction Land as a waterway and/or towpath; and/or
- 12.4.1.4. maintenance and/or repair and/or renewal of the Waterway and/or Waterway Wall and/or the towpath on the Restriction Land; and/or
- 12.4.1.5. the exercise of the reservations at clause 12.2 of this transfer (including any third party exercising the reservations on the Transferor's behalf)

will not:

- (i) be a breach of the covenants set out above; or
- (ii) require the consent or approval of the Transferee named in this transfer being the Mayor and Burgesses of the London Borough of Enfield pursuant to the above provisions

provided that they do not result in the building on or alteration of the Flood Mitigation Barrier or alter the level of the ground of the Restriction Land.

- 12.4.1.6. It will not be a breach of the provisions of clause 12.4.1 of this transfer nor will the provisions of clause 12.4.1 of this transfer prevent the Transferor from:

- (i) renewing any existing agreements and/or deeds (as the case may be) which grant any rights relating to Service Media and/or any utilities and/or services (as the case may be) over the Restriction Land; and/or
- (ii) from granting any new agreements and/or deeds (as the case may be) which grant any rights relating to Service Media and/or services and/or any utilities (as the case may be) over the Restriction Land

provided that the agreements and/or deeds do not permit the building on or alteration of the Flood Mitigation Barrier or alter the level of the ground of the Restriction Land and the Transferee's approval or consent to such renewal or new agreement(s) and/or deed(s) (as the case may be) will not be required nor will the Transferee be entitled to any part of the licence fee and/or rent and/or premium paid or due to be paid under such renewed or new agreement(s) and/or deed(s) (as the case may be); and

12.4.1.7. nothing will entitle the Transferee to any part of the licence fee and/or rent and/or premium paid or due to be paid under any agreement and/or deed (as the case may be) which as at the date of this transfer affects or relates to the Restriction Land.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

12.5. Exclusions from Transfer

There is not included in this Transfer:

- 12.5.1. Any mines or minerals under the Property or any right of support (whether lateral or subjacent) from any mines or minerals whatsoever.
- 12.5.2. Any right of fishing or mooring in the Waterway or taking water from it.
- 12.5.3. Any right of discharging any water or other matter into the Waterway except clean unpolluted surface water draining naturally from the Property (but not through pipes nor defined channels).
- 12.5.4. Any easement or right of light air or support or other easement or right which would restrict or interfere with the free use by the Transferor for building or any other purpose of the Retained Land.

12.5.5. Any right to construct any works on over or under the Retained Land or which will otherwise directly affect the Retained Land.

12.5.6. Any other easement right or liberty or facility which would otherwise have been implied or granted to the Transferee over the Retained Land of whether under the Law of Property Act 1925 section 62 or otherwise.

12.5.7. The Infrastructure Trust Property (including for the avoidance of doubt the Waterway and the Waterway Wall).

12.5.8. Any right (whether express or implied) to:

12.5.8.1. the benefit of any reservations set out in the 1991 Transfer; and

12.5.8.2. the benefit or entitlement to enforce the restrictive covenants set out in the 1991 Transfer.

For the avoidance of doubt the matters set out at paragraph 12.5.8 of this transfer may only be enforced and/or exercised (as the case may be) by the Transferor named in this transfer.

12.5.9. Any right (whether express or implied) to:

12.5.9.1. the benefit of any reservations set out in the 1936 Conveyance; and

12.5.9.2. the benefit or entitlement to enforce the restrictive covenants set out in the 1936 Conveyance.

For the avoidance of doubt the matters set out at paragraph 12.5.9 of this transfer may only be enforced and/or exercised (as the case may be) by the Transferor named in this transfer.

12.5.10. Any right (whether express or implied) to:

12.5.10.1. the benefit of any reservations and/or rights set out in the Utility Agreements;

12.5.10.2. the benefit or entitlement to enforce the restrictive and/or positive covenants set out in the Utility Agreements; and

the benefit or entitlement to interfere with or seek to prevent the exercise of the reservations and/or rights in the Utility Agreements.

For the avoidance of doubt the matters set out at paragraph 12.5.5.10 of this transfer may only be enforced and/or exercised and/or interfered (as the case may be) with by the Transferor named in this transfer.

12.6. Title Matters

The Property is transferred subject to and where appropriate with the benefit of the Title Matters.

12.7. Transferee's Indemnity Covenant in respect of Incumbrances

The Transferee covenants with the Transferor (but not so as to render the Transferee personally liable for any breach of this covenant that arises after the Transferee has parted with its interest in the Property) by way of indemnity only and not further or otherwise that the Transferee will at all times hereafter perform and observe the Title Matters so far as they relate to the Property (but not further or otherwise) and will keep the Transferor fully indemnified from and against all actions, claims, demands, losses, costs, expenses, damages and liability in any way relating thereto in respect of any breach or non-observance or non-performance of them.

12.8. Ownership of Boundaries

It is hereby agreed and declared that the boundary fences and structures of the Property shall belong to the Property and are the responsibility of the Transferee as to their future maintenance repair and renewal but shall exclude:

12.8.1 the Infrastructure Trust Property;

12.8.2 where the boundary fence and structures of the Property belong to a third party and/or are the responsibility belongs to a third party; or

12.8.3 where the boundary fence structures are party walls or jointly owned, in which case the Transferee and the Transferor will each pay a fair share of the repair and renewal of the same

12.9. Agreements and Declarations

It is hereby agreed and declared that the matters set out in the following clauses shall apply to this Transfer:

12.9.1. The Transferee releases the Transferor from all obligations (if any) as to the fencing in relation to the Property and undertakes to indemnify the Transferor from its liability (if any) in respect of any such fencing.

12.9.2. Nothing contained or referred to in this Transfer will serve to override or otherwise affect the Statutory Duties and powers which will remain in full force and notwithstanding anything contained or referred to in this Transfer.

12.9.3. Where the consent or approval of the Transferor is stated in this Transfer not to be unreasonably withheld or delayed or the Transferor is obliged to act reasonably then in assessing whether or not it has unreasonably withheld or delayed such consent or approval or acted reasonably it shall include

reference to the following factors:

12.9.3.1. any material adverse effect on the carrying out of the Statutory Duties;

12.9.3.2. any material adverse effect on the Infrastructure Trust Property;

12.9.3.3. any material adverse effect or detrimental effect on any right reserved to the Transferor under this Transfer;

12.9.3.4. any matter arising from the Code of Practice (including any design or other aesthetic considerations having regard to the surrounding area including any impact on the Infrastructure Trust Property).

12.9.4. The carrying on by the Transferor of their Statutory Duties on the Retained Land in exercise of their powers and subject to their statutory and common law obligations and/or the exercise of the rights reserved under this Transfer shall not be deemed to be a breach of any covenant for quiet enjoyment implied herein by reason of the Transferor being expressed to convey the Property with limited title guarantee nor to be in derogation from their grant.

12.9.5. The Transferor shall be a liberty to sell or otherwise dispose of or deal with any part of the Retained Land for the time being unsold for such purpose and upon and subject to or free from such covenants restrictions stipulations provisions or conditions at it shall in its absolute discretion determine and as regards any part of the Retained Land which may already have been sold disposed of or dealt with by the Transferor named in this transfer or any person or body to whom this right shall have been expressly assigned shall be at liberty without the necessity of obtaining the consent of the Transferee to release or vary any of the covenants restrictions stipulations provisions or conditions imposed by the Transferor on the occasions of such sale or other disposition thereof.

12.9.6. The Transferee shall not be entitled to any rights of access of light and air over or affecting the Retained Land which would or might restrict or interfere with the free use of the Retained Land for building or for similar purposes and any access of light and air over the Retained Land shall be deemed to be enjoyed by the licence or consent of the Transferor and not as of right

12.9.7. The Transferor shall not be entitled to any right of access of light and air over or affecting the Property which would or might restrict or interfere with the free use of the Property for building or similar purposes and any access of light and air over the Property shall be deemed to be enjoyed by the licence or consent of the Transferee and not as of right

12.9.8. The Transferee and Transferor agree that they will act in good faith toward the other in relation to all of the provisions of this transfer.

12.10. Contracts (Rights of Third Parties) Act 1999

Subject to any rights which may accrue to any successor or permitted assign of either of the parties hereto no provision of this Transfer shall or may be construed as creating any rights enforceable by a third party and all third party rights as may be implied by law or deemed to be enforceable by the Contracts (Rights of Third Parties) Act 1999 are hereby excluded to the fullest extent permitted by law from this Transfer.

12.11. Limitation of Transferor's Liability

12.11.1. Notwithstanding any other provisions of this Transfer the Transferee acknowledges that in this Transfer:

12.11.1.1. its recourse to the Transferor with respect to any liabilities of it under this Transfer shall be limited to the net asset value of the Waterways Infrastructure Trust from time to time and that it will have no recourse to the assets of the Trust; and

12.11.1.2. no recourse shall be had against the Transferor as owner of assets in their personal capacities or in their capacities as trustee or depository of other funds or any of their officers or employees or their respective successors or assigns for the payment of any amount howsoever arising

12.12. Charities Act Statements

12.12.1. The Infrastructure Trust Property referred to in this transfer is held by the Canal & River Trust acting as trustee of the Waterways Infrastructure Trust a non-exempt charity and this transfer is not one falling within paragraphs (a), (b), (c) or (d) of section 117(3) of the Charities Act 2011 so that the restrictions imposed by section 117-121 of that Act apply to the land

12.12.2. *Kate Dunwoodie* authorised by the trustees of the Canal & River Trust acting as trustee of the Waterways Infrastructure Trust by a resolution of its Board of Trustees dated 21 March 2019, certifies on behalf of the Trustees of the Canal & River Trust acting as trustee of the Waterways Infrastructure Trust that the trustees have power under the trusts of the charity to effect this disposition and that they have complied with the provisions of sections 117-121 of the Charities Act 2011 so far as applicable to it.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee may also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Land Registry's Public Guide 18 – *Joint property ownership* and Practice Guide 24 – *Private trusts of land* for further guidance.

13. Execution

Executed as a deed
(but not delivered until the date hereof)
by affixing the common seal of
CANAL & RIVER TRUST acting as
Trustee of the Waterways Infrastructure
Trust in the presence of:

.....
Authorised Signatory:



Executed as a deed
(but not delivered until the date hereof)
by affixing the common seal of
THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF ENFIELD hereunto
in the presence of:

.....
Authorised Signatory

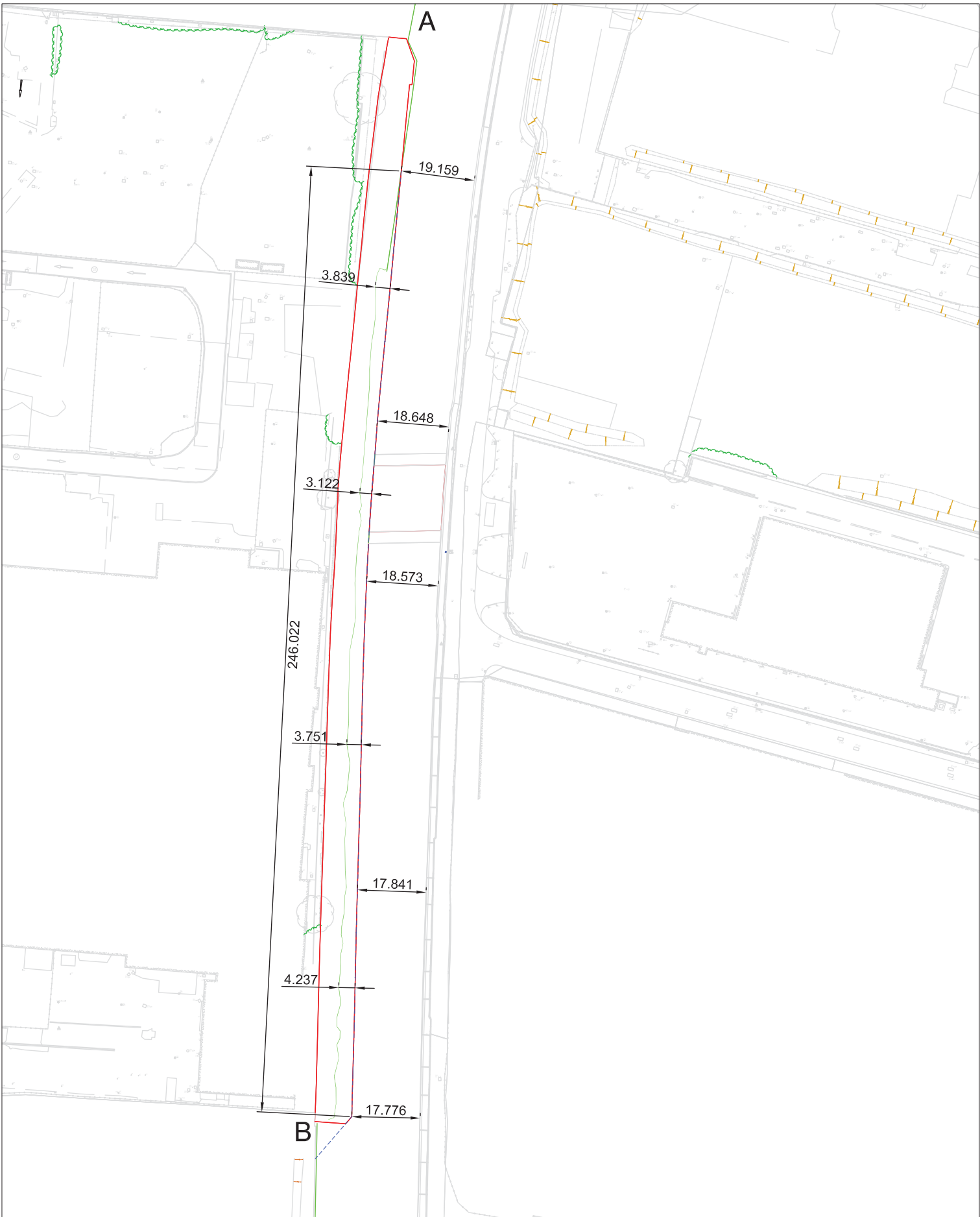
WARNING




If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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KEY	
	Demise of acquisition land (line of Water Way wall as defined in transfer)
	Existing canal bank/wall
	Proposed canal wall location



PROJECT	Meridian Water SIW
TITLE	River Lee Navigation Canal Land Acquisition Plan

DATE		23/06/22		DRAWN		CMcP	
SCALE	NTS	SIZE	A3	CHECKED	PH	APPROVED	
DRAWING NUMBER						REVISION	
SIW-TWC-XX-XX-SK-W-000001						01p 31	

Dated

24 May

2021

CANAL & RIVER TRUST ACTING AS TRUSTEE OF THE WATERWAYS
INFRASTRUCTURE TRUST (1)

and

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ENFIELD

LEASE

of airspace for a Bridge over
the River Lee Navigation, Enfield

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LR1. DATE OF LEASE	<p style="text-align: right;">2021</p> <p style="text-align: center;"><i>24 May</i></p>
LR2. TITLE NUMBER(S)	<p>LR2.1 Landlord's title number(s)</p> <p style="padding-left: 40px;">AGL199527</p> <p>LR2.2 Other title numbers</p> <p style="padding-left: 40px;">Not applicable</p>
LR3. PARTIES TO THIS LEASE	<p>Landlord</p> <p>CANAL & RIVER TRUST (a company limited by guarantee and with company number 07807276 and registered charity number 1146792) whose principal office is at First Floor, North Station House, 500 Elder Gate, Milton Keynes MK9 1BB as trustee of the Waterways Infrastructure Trust (charity number 1146792-2) whose principal office is at First Floor North Station House 500 Elder Gate Milton Keynes MK9 1BB</p> <p>Tenant</p> <p>THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ENFIELD of Civic Centre, Silver Street, Enfield, EN1 3XA</p> <p>Other Parties</p> <p>None</p>
LR4. PROPERTY	<p>In the case of a conflict between this clause and the remainder of this Lease, then, for the purposes of registration, this clause shall prevail.</p> <p>The Premises as defined in clause 1.17 of this Lease.</p>
LR5. PRESCRIBED STATEMENTS ETC	<p>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003</p> <p style="padding-left: 40px;">Rule 180 of the Land Registration Rules applies to this lease</p> <p>LR5.2 This Lease is made under, or by reference to, provisions of:</p> <p style="padding-left: 40px;">Not applicable</p>
LR6. TERM FOR WHICH THE	The Lease Period as defined in this Lease at

PROPERTY IS LEASED	clause 1.17.
LR7. PREMIUM	£140,000 (one hundred and forty thousand pounds) plus VAT
LR8. PROHIBITIONS OR RESTRICTIONS ON DISPOSING OF THIS LEASE	This Lease contains a provision that prohibits or restricts dispositions.
LR9. RIGHTS OF ACQUISITION ETC	<p>LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</p> <p>Not applicable.</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this Lease</p> <p>Not applicable.</p> <p>LR9.3 Landlord's contractual rights to acquire this Lease</p> <p>Not applicable.</p>
LR10. RESTRICTIVE COVENANTS GIVEN IN THIS LEASE BY the Landlord IN RESPECT OF LAND OTHER THAN THE PROPERTY	None.
LR11. EASEMENTS	<p>LR11.1 Easements granted by this Lease for the benefit of the Property</p> <p>The Rights as defined in this Lease at clause 1.17 and as granted by clause 2 of this Lease</p> <p>LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property</p> <p>The rights and reservations reserved to the Landlord by this lease</p>
LR12. ESTATE RENTCHARGE BURDENING THE PROPERTY	Not applicable.
LR13. APPLICATION FOR STANDARD FORM OF RESTRICTION	None
LR14. DECLARATION OF TRUST WHERE THERE IS	Not applicable

MORE THAN ONE PERSON
COMPRISING THE TENANT

This Lease is made

2021

Between:

- (1) the Landlord; and
- (2) the Tenant

Background

- (A) The Landlord as trustee holds the freehold of the Infrastructure Trust Property.
- (B) The Tenant is the promoting authority under The London Borough of Enfield (Meridian Water Strategic Infrastructure Works) Compulsory Purchase Order 2020 and intends to construct the Bridge (to adoptable standards).
- (C) The Landlord has agreed to grant the Temporary Rights to enable the Tenant to construct the Bridge.
- (D) The Landlord has agreed to grant this Lease to the Tenant to allow it to construct, retain, repair, maintain, use and replace the Bridge following its construction.
- (E) The Tenant intends to construct the Bridge across the Waterway.

It is agreed as follows:

1. **Interpretation**

- 1.1. the clause and paragraph headings do not affect interpretation.
- 1.2. unless otherwise indicated, references to clauses Schedules and Appendix are to clauses Schedules and Appendix to this lease and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- 1.3. the Schedules and any annexes form part of this lease and are deemed to be incorporated in it;
- 1.4. references to any Enactments includes reference to subsequent statutes directly or indirectly amending, consolidating, extending, replacing or re-enacting any statute and any orders, regulations, instruments or other subordinate legislation made thereunder;
- 1.5. "including" means "including, without limitation";
- 1.6. "indemnify" means to indemnify against all Liability;
- 1.7. any gender includes any other gender;
- 1.8. the singular includes the plural and vice versa;
- 1.9. A reference to a person includes an individual, a corporation, company, firm or partnership or government body or agency, whether or not legally capable of holding land.
- 1.10. The Prescribed Clauses are deemed to be incorporated to the operational parts of this Lease.

- 1.11. any obligation not to do an act or thing on the part of the Tenant and Landlord includes an obligation on the Tenant and Landlord not to suffer or allow such act or thing to be done and to use reasonable endeavours to prevent such act or things being done by another person;
- 1.12. reference to:
- 1.12.1. the Bridge;
 - 1.12.2. the Premises;
 - 1.12.3. the Landlord's Land;
 - 1.12.4. the Tenant's Land; and/ or
 - 1.12.5. the Bridge Works;
- includes any part of them.
- 1.13. The Premises comprises Infrastructure Trust Property only
- 1.14. The term the "Landlord" include its successors in title and occupiers to the Infrastructure Trust Property (as appropriate) and include (without limitation) successors to the statutory functions of the Landlord.
- 1.15. Reference in this lease to the "Infrastructure Trust Property" shall include the whole and each and every part of them.
- 1.16. Words or phrases used in clause 12 and defined in the Community Infrastructure Levy Regulations 2010 (the "CIL Regulations") shall have the meaning ascribed to them in the CIL Regulations (unless the context otherwise requires).
- 1.17. In this Lease:

"Adoption" acceptance by the appropriate highway authority of the Bridge as maintainable at public expense and **"Adopted"** shall have a corresponding meaning

"Adoption Agreement" an agreement for Adoption entered into pursuant to an agreement or unilateral undertaking pursuant to section 106 of the Town and Country Planning Act 1990, section 33 of the Local Government (Miscellaneous Provisions) Act 1982, section 38 and/or section 278 of the Highways Act 1980 (or any other appropriate section or legislation) with the appropriate highway authority or any other competent authority (including the competent planning authority) or any other body which agreement relates, either directly or indirectly to Adoption

"Assets Damage Notification"	a written notification given by the Engineer to the Tenant's Representative in the circumstances envisaged by clause 11.1
"Adoption Date"	the date upon which the "Completion Certificate " (as defined in the Adoption Agreement) is issued by the highway authority.
"Bridge Link Infrastructure"	the associated infrastructure banks abutments footings foundations supports and retaining structures works and building and engineering works of the Bridge intended to be constructed upon within under or oversailing the Tenant's Land
"Bridge"	<p>the road and foot bridge intended to be constructed in on under over or through the Premises in accordance with the provisions of this Lease including (without limitation):</p> <ul style="list-style-type: none"> (a) the entirety of the structure of the bridge, and all structural elements of the bridge; (b) the bridge decking and the surface and sub-structure of the carriageway and footways passing over the bridge together with any supporting structures, apparatus and services; and (c) any alterations adjustments or replacement of such bridge as are from time to time lawfully constructed adapted adjusted or altered) <p>and which Bridge is identified as "Bridge B1" in the Bridge Plans</p>
"Bridge Plans "	means the Bridge Plans numbered 1 to 3 (inclusive) prepared by Karakusevic Carson Architects May 2020 (MWSIW_APP1_02 REV02)" attached to this Lease at Annexure 1 and which Bridge is identified in the plans as "Bridge B1" and includes any variation to them approved by the Landlord and/or for which approval is not required under the terms of this Lease
"Bridge Works"	the works to construct the Bridge such works to be carried out in accordance with the requirements of the Tenant set out in Schedule 1 of this lease.

"Certifying Person"	an appropriately professionally qualified person appointed by the Tenant as the "Project Manager" (as defined in the Engineering Contract) whose responsibility is to issue the Completion Certificate and/or an appropriately professionally qualified person appointed by the Tenant as the "Supervisor" whose responsibility is to issue the Defects Certificate
"Code of Practice"	the edition of the Code of Practice for Bridge Works affecting Canal & River Trust current from time to time (including any relevant special requirements supplemental to that code and any relevant appendices from time to time in force or any modification or replacement of it)
"Commencement of Construction"	the carrying out of any material operation comprising part of the Bridge Works which, in relation to the construction of a building would be considered to be a "material operation" within the meaning of s56(4)(a) of the Town and Country Planning Act 1990
" Completion Certificate"	the certificate or statement to be issued by the Certifying Person in accordance with the contract for the Bridge Works certifying that practical completion (or, if applicable, "substantial completion") has taken place in relation to the Bridge Works and the Bridge and the Bridge Link Infrastructure
"Construction Covenants"	the covenants, agreements and obligations on the part of the Tenant set out in Schedule 1
"Council Exemption Period "	the period during which the tenant under this Lease is THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ENFIELD
"CPO "	The London Borough of Enfield (Meridian Water Strategic Infrastructure Works) Compulsory Purchase Order 2020 (which includes the map appended to the CPO identifying the plots included in the CPO and reference to a numbered plot shall be construed accordingly)
"Date of Practical Completion"	the date certified in the Completion Certificate
"Default"	any breach by the Tenant of or failure by the Tenant to comply with the covenants,

	conditions and other obligations contained in this Lease on its part
" Defects Certificate"	the certificate of making good defects (or, if applicable, the "defects correction certificate") to be issued by the Certifying Person under the contract for the Bridge Works at the end of the Defects Correction Period certifying that all defects in the Bridge Works are, at that date, made good in accordance with the contract for the Bridge Works
"Defects Correction Period"	24 (twenty four) months from the date of the Completion Certificate
"Deleterious Materials"	any products, substances or materials or any combination of them which at the time of specification are specified as deleterious materials or the Engineering Contract or which otherwise: <ul style="list-style-type: none"> (a) do not conform with British standards or codes of practice or the recommendations of the Building Research Establishment and Enactments; (b) are generally known to the building profession to be deleterious to health and safety, the performance or durability of building or structures or damaging to the environment in the particular circumstances in which they are specified to be used or are used
"DMRB"	the "Design Manual for Roads and Bridges" issued from time to time by the Department of Transport
"Enactments"	any legally binding: <ul style="list-style-type: none"> (a) statute; (b) statutory instrument; or (c) treaty for the time being in force in the United Kingdom, and any of the following lawfully made thereunder: <ul style="list-style-type: none"> (a) rules;

- (b) regulations;
- (c) directives;
- (d) bye-laws;
- (e) applicable codes of practice;
- (f) notices orders directions or requirements

relevant to the Bridge Works and/or to Reinstatement of the Premises (as the case may be) and any notice order direction or requirement given or made pursuant to them for the time being in force.

"Engineer"

the Landlord's Engineering Manager or such other engineer (who may also be an employee of the Landlord) as the Landlord may from time to time designate in writing to act on behalf of the Landlord to perform any of the functions of an engineer in inspecting the Bridge Works

"Engineering Contract"

the contract or contracts for the carrying out of the Bridge Works to be entered into by the Tenant and the Engineering Contractor in accordance with Schedule 1

"Engineering Contractor"

such competent contractor as the Tenant shall appoint in accordance with Schedule 1 to carry out the Bridge Works.

"Engineering Issues"

- any matters:
- (a) relating to the Minimum Clearance Area; or
 - (b) relating to the Code of Practice;

"Flood Mitigation Works"

the works to be carried out at the Restriction Land by the Tenant which includes (but is not limited to):

- (a) the alteration of the level of land at that part of the Restriction Land shown as plot 106 of the CPO to allow water to flood into a flood conveyance channel in the event of a flood;
- (b) the construction of a flood wall alongside the existing vehicle crash barrier (the

**Flood Mitigation
Barrier); and**

- (c) alteration of the level of land to integrate the Flood Wall into existing ground levels at that part of the Restriction Land shown as plot 113 of the CPO.

"Freeboard"

the distance measured vertically between the water level in the Waterway and the top of the Waterway Walls on either side of the Waterway

"Force Majeure"

fire flood storm tempest earthquake war terrorism civil unrest strikes lockouts the unavailability of construction materials rebellion revolution nationalisation military or usurped power confiscation requisition destruction or damage to property by or under the order of any government or public or local authority or imposition of government sanction embargo or similar action law judgement order decree embargo blockade labour dispute boycott interruption or failure of utility services failure of transportation of any personnel equipment machinery supply or material required for the construction or other matter or cause beyond the reasonable control of the Tenant PROVIDED THAT none of the above events will include any such situations that have been caused or contributed to by the act, default, neglect or omission of the Tenant or anyone with the Tenant's express or implied authority

"Health and Safety Plan"

any health and safety plan prepared in respect of the Bridge Works under the Regulations

"Infrastructure Trust Property"

all those parts of the Landlord's Land which are held on trust by Canal & River Trust as trustee of the Waterways Infrastructure Trust pursuant to the Transfer Order

"Insured Risks"

fire, lightning, explosion, aircraft (including articles dropped from aircraft), riot, civil commotion, malicious persons, storm, tempest, flood, subsidence and heave and death, bodily injury or disease or loss of or damage to property arising out of the construction of or in connection with use of

the Bridge and/or the Premises by the Tenant or their use or purported use or the exercise or the purported exercise of the Rights or matters ancillary thereto

"Interest"

interest during the period from the date on which the payment is due to the date of payment both before and after any judgement at the Interest Rate then prevailing

"Interest Rate"

3% (three percent) per year above the base lending rate of National Westminster Bank plc or should such base rate cease to exist such other rate of interest as is most closely comparable therewith to be nominated by the Landlord

"Lease Period"

a term of 999 years from and including the date of this lease

"the Landlord"

the first named party hereto and including its successors in title and assigns

"the Landlord's Land"

land shown edged blue on the plan annexed at Annexure 1 labelled "Landlord's land" including (without limitation) the Waterway, the Waterway Walls and the Towpath and being the land comprising the Rights Land and the Restriction Land but excluding the Premises

"Liability"

includes without limitation, any liability directly or indirectly incurred as a result of any claims, damages, demands, actions, proceedings, losses, costs and expenses howsoever arising including (without limitation) any arising from personal injury to or death of any person any injury or damage to the Landlord's land and any condition requirement charge or levy imposed under any relevant Enactment

"Minimum Clearance Area"

the area measured vertically from the above ordnance datum (AOD) height (Newlyn) of the surface of the Waterway (when carrying normal flows) as at the date of this lease to the lowest point on the underside of the soffit of the Bridge above the Waterway (being a height of not less than 3 metres) and the area measured vertically from the AOD height (Newlyn) of the surface of the Towpath to the lowest point on the underside of the soffit of the Bridge above the Towpath (being a height

	of not less than 2.7 metres)
"Operational Covenants"	the covenants, agreements and obligations set out in Schedule 2
"Plan 1"	the plan attached at Annexure 1 to this Lease and numbered Plan 1
"Plan 2"	the plan attached at Annexure 1 to this Lease and numbered Plan 2
"Plan 3"	the plan attached at Annexure 1 to this Lease and numbered Plan 3
"Plan 4"	the plan attached at Annexure 1 to this Lease and numbered Plan 4
"Planning Agreement"	an agreement or unilateral undertaking pursuant to section 106 of the Town and Country Planning Act 1990, section 33 of the Local Government (Miscellaneous Provisions) Act 1982, section 38 and/or section 278 of the Highways Act 1980, section 104 of the Water Industry Act 1991 or any provision of similar intent or an agreement with any other appropriate authority as to the water supply or drainage or any other agreement with any competent authority (including the competent planning authority) or any other body
"Planning Permission "	planning permission dated 22 July 2020 under ref 19/02717/RE3 relating to the Bridge or any subsequent amendment to or substitution of that planning permission having been approved by the local planning authority and which subsequent amended to or substituted planning permission in so far as it affects the Landlord's Land shall not seek to alter or change the design of the Bridge from that shown in the Bridge Plans and nor shall it encroach into the Minimum Clearance Area
"Premises"	the area shown edged red on Plan 2 comprising 102, 104, 105 and part of 109 of the CPO Map having a width of no more than 18.6 metres, and with a combined site area of approximately 431 metres ² , within the area shown outlined in red on Plan 2 and which comprises the airspace above the Waterway and the Towpath which commences from the area measured vertically from the AOD height (Newlyn) of the surface of the Towpath at a height

measured on a horizontal plane of 2.7 metres above the level of the Towpath and being, for the avoidance of doubt, the airspace in which the Bridge is to be located PROVIDED ALWAYS that the Bridge and/or the Bridge Works shall not be allowed to encroach into the Minimum Clearance Area

"Prescribed Clauses"

means the prescribed lease clauses LR1 to LR14 inclusive

"Protected Species"

any species specified by Natural England and/or the Landlord (including those parties' successors to their respective statutory functions) as being protected species and includes (without limitation) water voles, otters, bats, badgers, great-crested newts, nesting birds, slow-worms, grass snakes and floating water plantain

"Regulations"

the Construction (Design and Management) Regulations 2015

"Reinstate the Premises"

means:

- (a) the removal of the Bridge and the Bridge Works in their entirety (or such part of the Bridge and the Bridge Works as required by the Landlord) to the satisfaction of the Engineer in accordance with all Enactments; and
- (b) the making good the Landlord's Land to the satisfaction of the Engineer

and references to "Reinstatement of the Premises", "Reinstating the Premises", "Reinstatement Bridge Works" and "Reinstated the Premises" shall be construed accordingly

"Requisite Consents"

any statutory approvals, consents, rights or permissions (including (without limitation) any planning permissions) required from any local or other competent authority or from any other person or body to enable the Tenant lawfully to carry out and complete the Bridge Works and/or the Reinstatement Bridge Works and/or the exercise of the Rights including but not limited to any that may be required from any person or body having an interest in the Landlord's Land or any adjoining or neighbouring property (including (without limitation) those required

by any person by virtue of the Subjections and affected by the Bridge Works and/or the exercise of the Rights and/or the Reinstatement Bridge Works)

"Restriction Land"

the part of the Landlord's Land comprising plots 106 and 113 in the CPO and shown outlined in red on the Plan 4, with a combined site area of approximately 316 metres², which forms part of the Towpath

"Rights"

the right for the Tenant, its servants, agents and contractors and all persons authorised by the Tenant

(a) with or without workmen plant materials equipment apparatus vehicles and machinery for the benefit of the Tenant and all persons authorised by the Tenant to enter onto the Landlord's Land from time to time having given the Landlord 10 (ten) Working Days prior written notice (except in case of emergency) for the purposes of:

- (i) inspecting
- (ii) cleaning
- (iii) maintaining
- (iv) repairing
- (v) renewing and
- (vi) replacing

the Bridge, and

- (vii) Reinstating the Premises

such works to be carried out in accordance with the Rights and exercised in accordance with:

- (A) the Code of Practice; and
- (B) the Bridge Plans ; and
- (C) the provisions of this Lease;

(b) from and including the Date of Practical Completion:

- (i) to use the Bridge in accordance with the provisions of this Lease;

- (ii) to retain the Bridge (and Bridge Link Infrastructure to the extent that any of it is on the Landlord's Land) in situ during the Lease Period;
- (iii) to traverse at all times and for all purposes the Bridge and the Bridge Link Infrastructure with or without vehicles; and
- (c) to connect the Bridge Link Infrastructure to the remainder of the Bridge.

"Rights Land"

the part of the Landlord's Land comprising part of plot 109 and plot 112 in the CPO and shown outlined in red on Plan 3 with a combined site area of approximately 407 metres²

"Special Act or Order"

any legally binding private or hybrid act of Parliament and any subordinate legislation regulations or orders made under it

"Specialist"

means a person:

- (a) qualified to act as an expert or an arbitrator in relation to a dispute;
- (b) having not less than ten (10) years' professional experience; and
- (c) having practical experience in relation to works in the nature of the Bridge Works.

"Start Date"

the date which falls 10 (ten) Working Days after written notice to the Landlord given pursuant to clause 3.4.3 of this lease

"Statutory Duties"

the statutory duties or responsibilities imposed upon the Landlord under:

- (a) The Transport Act 1962;
- (b) The Transport Act 1968;
- (c) British Waterways Board Act 1995;
- (d) the Transfer Order

and any other Enactments including for the avoidance of doubt, the ability for the Landlord to make the Waterway and its

	adjoining land available as a working and leisure environment for the general public at large
"Stoppage"	a temporary closure of the Waterway and or the Towpath authorised by the Landlord in accordance with the Code of Practice
"Stoppage Period"	the period from (and including) 1 November in one year to (and including) 28 February in the following year
"Subjections"	the matters contained, mentioned or referred to in Schedule 5.
"Temporary Licence Period"	such period to commence on the Commencement of Construction (or such earlier date as agreed by the Landlord and the Tenant) and expiring on the earlier of date of issue of the Defects Certificate or such other date as may be agreed by the Landlord and the Tenant
"Temporary Rights"	<p>the right during the Temporary Licence Period:</p> <ul style="list-style-type: none"> (a) for the Tenant, its servants, agents and contractors and all persons authorised by the Tenant with or without workmen plant materials equipment apparatus vehicles and machinery for the benefit of the Tenant and the Tenant's Land to enter onto, under or over (as the case may be) the Rights Land as licensee only for the purposes of: <ul style="list-style-type: none"> (i) swinging the jib of a crane, loaded or unloaded, through the airspace over the Rights Land in connection with the construction of the Bridge, the Bridge Link Infrastructure and associated engineering works only; (ii) carrying out the works in connection with the construction of the Bridge, the Bridge Link Infrastructure and associated engineering works; (iii) access for inspection, repair and maintenance of the Bridge, Waterway Walls and adjoining structure which includes

temporary mooring of a boat for the purpose only of (a) carrying out such inspections and surveys of the Bridge, Waterway Walls and adjoining structure and/or (b) delivery of construction materials for the Bridge Works;

(iv) access to undertake surveys of the Waterway Walls and adjoining structures in connection with the construction of the Bridge;

(v) undertaking hard landscaping works comprising surface improvements to the existing footpath and construction of a flood mitigation barrier;

(b) to carry out the Flood Mitigation Works at the Restriction Land

and in all circumstances only in accordance with it being agreed that all such works and the Temporary Rights shall be carried out:

(A) in accordance with the Code of Practice and including for the Landlord engineering approval payment of the fees as set out in the Code of Practice; and

(B) in accordance with the provisions of this Lease; and

(C) in the case of the temporary mooring of a boat the Tenant shall ensure the boat moored shall be positioned parallel to the Waterway Wall and shall not impede the general navigation of the Waterway or the users of it.

"Tenant"

the party named as such in clause LR3 of the Prescribed Clauses and its successors in title

"Tenant's Land"

the land and buildings registered at HM Land Registry with title numbers MX362841, AGL216617, AGL416318, MX10227, MX29249, MX51447, EGL283999 and MX344350 and any other adjoining or neighbouring land of the

Tenant and each and every part of it and shown on plan attached at Annexure 1 and labelled "Council's Land Plan"

"Tenant's Representative"

a suitably qualified professional or firm as the Tenant may from time to time appoint or a suitably qualified employee of the Tenant who is to be its representative in relation to the Bridge Works and whose identity shall be notified to the Landlord in writing

"Towpath"

the towpath on the east side of the Waterway shown between the points "C" to "D" on Plan 4

"Transfer Order"

The British Waterways Board Transfer Order 2012 dated 1 July 2012

"Trust"

Canal & River Trust (a company limited by guarantee and with company number 07807276 and registered with charity number 1146792)

"VAT"

value added tax or any other tax on added value or turnover for the time being in force as shall be legally payable whether as a result of any election or otherwise at the rate appropriate at the time of the relevant supply

"Warranty"

a collateral warranty or warranties in favour of the Landlord executed as a deed (from the Engineering Contractor and from the Certifying Person, such warranty or collateral warranty to provide for a duty of care from the relevant warrantor to the Landlord in the case of the Engineering Contractor and the Certifying Person for a period of 12 (twelve) years from the Date of Practical Completion PROVIDED THAT any collateral warranty or warranties will contain an obligation on the Certifying Person and the Engineering Contractor to maintain professional indemnity insurance (subject to such insurance being available on reasonably commercial terms):

(i) in relation to its obligations under the relevant contract, appointment or warranty at all times until 12 (twelve) years from the Date of Practical Completion; and

(ii) (for a limit of indemnity of not

less than £10,000,000 (ten million pounds) in respect of the Certifying Person and the Engineering Contractor employed by the Tenant to construct the Bridge and the Bridge Link Infrastructure.

- "Waterway Infrastructure Trust"** the Waterways Infrastructure Trust (registered charity number 1146792-2) whose principal office is at First Floor North Station House 500 Elder Gate Milton Keynes MK9 1BB
- "Waterway"** the River Lee Navigation and its immediate environs
- "Waterway Walls"** the walls which adjoins the Waterway and which is marked between the points "A" to "B" and "C" to "D" on Plan 4 and includes (without limitation) the footings or foundations, drainage, buttresses, ties and back stabilising walls, copings, capping stones and other structures relating thereto from time to time included
- "Working Day"** any day on which the clearing banks in the City of London are open during banking hours but this shall exclude the period from and including 23 December until and including 2 January in any year and reference in this lease to "Working Days" shall be construed accordingly

2. **Grant of Lease**

- 2.1. In consideration of the Premium (receipt of which the Landlord acknowledges) the Landlord lets with limited title guarantee the Premises to the Tenant for the Lease Period together with the Rights to hold the same to the Tenant for the Lease Period subject to the provisions of this Lease and subject to the Subjections the Tenant yielding and paying to the Landlord a yearly rent of one peppercorn (if demanded) on each anniversary of the date of this Lease.

3. **The exercise of the Temporary Rights**

- 3.1. The Landlord grants to the Tenant for the Temporary Licence Period only the Temporary Rights.
- 3.2. The Bridge Works shall not be carried out and/or the exercise of the Temporary Rights shall not be exercised (as the case may be) before all Requisite Consents relating to the Bridge Works and/or the exercise of the Temporary Rights (as the case may be) have previously been obtained by the Tenant.

- 3.3. The Tenant prior to exercising any of the Temporary Rights shall prepare at its own cost a photographic record of the condition of the Rights Land and submit a copy to the Landlord.
- 3.4. Subject to the Tenant having obtained all Requisite Consents relating to the Bridge Works and/or the exercise of the Temporary Rights (as the case may be), the Tenant shall be permitted from and including the Start Date to exercise the Temporary Rights but prior to the exercise of the Temporary Rights the Tenant shall:
 - 3.4.1. provide a risk assessment, programme of works and a method statement to the Landlord and the Tenant is to have due regard to such representations which will include, for the avoidance of doubt, implementing any of the reasonable requirements of the Landlord;
 - 3.4.2. comply with the Construction Covenants; and
 - 3.4.3. give the Landlord not less than 10 (ten) Working Days' notice in writing of its intention to commence the exercise of the Temporary Rights.
- 3.5. During the exercise of the Temporary Rights the Tenant will comply at all times with:
 - 3.5.1. the risk assessment, programme of works and the method statement provided under clause 3.4.1; and
 - 3.5.2. the provisions of Schedule 1 and Schedule 5.
- 3.6. Subject always to the remaining provisions of this clause 3.6, during the Temporary Licence Period the Landlord grants the Tenant and their respective agents, employees, consultants and representatives licence at their own risk to enter and remain on such parts of the Rights Land as shall be reasonably necessary as often as reasonably necessary at all reasonable times and upon reasonable notice for the purpose only of preparing drawings, reports and applications or carrying out surveys for the Bridge Works (including the sinking of boreholes and the carrying out of similar intrusive investigatory works but only in relation to those parts of Rights Land which do not comprise the Towpath and/or the Waterway), subject to the Tenant:
 - 3.6.1. where such entry is to carry out the sinking of boreholes and the carrying out of similar intrusive investigatory works, providing a risk assessment and method statement to the Landlord (and the Tenant is to have due regard to any representations made by the Landlord in respect of the risk assessment or method);
 - 3.6.2. making good any physical damage to the Rights Land caused in the exercise of these rights and leaving the Landlord's Land in a safe and satisfactory condition;
 - 3.6.3. causing as little inconvenience as is reasonably practicable to the Landlord and any lawful occupiers of the Rights Land;
 - 3.6.4. complying with the Code of Practice; and
 - 3.6.5. indemnifying the Landlord against any Liability, loss, claim, proceedings or actions arising as a direct or indirect result of the exercise of such rights by the Tenant or anyone with the express or implied authority or consent of the Tenant

- 3.7. Prior to the Tenant commencing the Bridge Works and exercising the Temporary Rights the Tenant is to undertake a full survey of the part of the Rights Land affected by the Bridge Works and the exercise of the Temporary Rights so as to ascertain whether any service media and apparatus for carrying utilities are in situ in on over or under the part of the Rights Land affected by the Bridge Works and the exercise of the Temporary Rights.
- 3.8. If the presence of any service media and apparatus is revealed by the survey referred to in paragraph 3.7 the Tenant to ensure that no part of such utilities and service media will be affected as a result of carrying out the Bridge Works and exercise of the Temporary Rights and where the utilities and service media will be affected as a result of carrying out the Bridge Works and/or exercise of the Temporary Rights it will be the responsibility of the Tenant to seek the approval from the owner of such service media and apparatus as to any diversion or alterations required by the Tenant.

4. **Tenant's obligations**

Subject always to clause 11.1 the Tenant covenants with the Landlord to observe and perform the covenants on its part set out in this Lease (except where the Council Exemption Period is expressly stated to apply) as follows:

- 4.1. to comply with:
- 4.1.1. the Construction Covenants prior to and during the undertaking of the Bridge Works and the exercise of those rights detailed at paragraph (a) in the definition of Rights and the exercise of the Temporary Rights; and
 - 4.1.2. the Operational Covenants;
- 4.2. to pay and indemnify the Landlord against any VAT within 10 (ten) Working Days of receipt from the Landlord of a valid invoice that may be or become chargeable in respect of any supply made by the Landlord to the Tenant under this Lease or any payment made by or any supply made to the Landlord where the Tenant agrees under this Lease to reimburse the Landlord for it;
- 4.3. not to hold on trust for another or part with, share the possession or occupation of the whole or any part of the Premises or permit another to exercise the Rights or (save as provided for in the Rights themselves) permit another to occupy the whole or any part of the Premises PROVIDED THAT the Tenant may at any time following issue of the Defects Certificate assign this Lease subject to the Landlord's prior written consent having been obtained (such consent not to be unreasonably withheld or delayed where the financial strength of the proposed assignee is in the reasonable opinion of the Landlord of sufficient financial strength to be able to comply with the obligations on the part of the Tenant contained in this lease, or the assignee is the appropriate highway authority;
- 4.4. to pay to the Landlord on demand the reasonable and proper costs and reasonable and proper expenses of the Landlord's solicitors, surveyors and other professional advisors and bailiffs fees (and including any irrecoverable value added tax) arising from:
- 4.4.1. the preparation and service of any notice and the taking of any proceedings by or on behalf of the Landlord in respect of any breach of the Tenant's obligations under this Lease;

- 4.4.2. approval of any matter under this Lease whether or not consent or approval is given or the application is withdrawn;
- 4.4.3. the preparation and service of any notice or schedule of dilapidations during or within 12 (twelve) months after the end of the Lease Period.
- 4.5. To yield up and Reinstate the Premises at the end or sooner determination of the Lease Period leaving the Premises generally in substantially the same or in a better state and condition than they were in on the date of commencement of this Lease and to remove the Bridge and make good all damage caused to the Landlord's Land by its removal or otherwise caused by the Tenant to the satisfaction of the Engineer PROVIDED THAT the Tenant in complying with this obligation will at all times comply with the obligations set out at clause 7.1.2.2 of this lease;
- 4.6. if the Tenant shall fail to pay any sum due under this Lease on the date due to pay to the Landlord Interest on sums from the date when they were due to the date on which they are paid.
- 4.7. promptly following the grant of this Lease the Tenant shall apply for this Lease to be registered at the Land Registry with all necessary interests noted against the Landlord's title and to provide copies of the completed application to the Landlord and the Landlord agrees that in the event of any requisitions raised by the Land Registry in relation the extent of the Premises to be registered (based upon the description and plans annexed to this Lease) then the Landlord will provide such reasonable assistance as may be required to assist the Tenant in ensuring it is able to register this Lease.

5. **Indemnity**

- 5.1. The Tenant is to indemnify the Landlord in respect of any Liability suffered or incurred directly or indirectly as a result of:
 - 5.1.1. the Tenant:
 - 5.1.1.1. breaching the obligations on its part as set out in this lease;
 - 5.1.1.2. constructing, installing the Bridge and/or the Bridge Works (as the case may be);
 - 5.1.1.3. carrying out the Bridge Works;
 - 5.1.1.4. exercising any of the Rights and/or the Temporary Rights or anyone with the express or implied authority of the Tenant exercising any of the Rights and/or the Temporary Rights;
 - 5.1.2. any claims threatened and/or brought against the Landlord by any third party by reason of, in consequence of or arising out of:
 - 5.1.2.1. the matters referred to in clauses 5.1.1.1 to 5.1.1.4 inclusive; and/or
 - 5.1.2.2. due to the Tenant entering onto the Working Area pursuant to the exercise of the Rights;

- 5.1.3. any damage to the property of the Landlord and the Landlord's Land arising by reason of, in consequence of or arising out of:
 - 5.1.3.1. the matters referred to in clauses 5.1.1.1 to 5.1.1.4 inclusive; and/or
 - 5.1.3.2. due to the Tenant entering onto the Rights Land and/or the Landlord's Land pursuant to the exercise of the Rights and/or the Temporary Rights;
- 5.1.4. any additional construction or maintenance costs from time to time properly incurred by the Landlord in maintaining the property of the Landlord and the Landlord's Land and/or the Rights Land such additional construction or maintenance costs arising directly out of the presence of the Bridge Works and/or the exercise of the Temporary Rights;
- 5.1.5. the condition of the Bridge and/or the Bridge Works or any alterations or additions to the Bridge;
- 5.1.6. any act, omission or negligence of the Tenant or any persons expressly or impliedly with the Tenant's authority; and
- 5.1.7. any damage to the Landlord's Land and/or the Rights Land and any other assets of the Landlord arising by reason of or in consequence of or arising out of the construction and installation of the Bridge and/or the Bridge Works (as the case may be)

and for the avoidance of doubt this indemnity given by the Tenant to the Landlord in this paragraph includes any claim brought against the Landlord by any third party arising by reason of or in consequence of or arising out of the matters referred to at paragraphs 5.1.1.1 to 5.1.7 (inclusive) including (without limitation) any claim arising from personal injury to or death of any person any injury or damage to the Landlord's Land and/or the Rights Land and any condition requirement charge or levy imposed under any relevant Enactment

PROVIDED ALWAYS THAT the indemnity referred to in this clause 5 will from and including the Adoption Date only apply to any of the matters referred to in this clause 5 which:

- 1. exist and/or occur prior to the Adoption Date; or
- 2. relates to the period prior to the Adoption Date.

6. **Insurance**

- 6.1. Except during the Council Exemption Period, the Tenant covenants with the Landlord:
 - 6.1.1. to insure or procure insurance against third party liability for death, bodily injury or disease or loss of or damage to property arising out of the construction of or in connection with use of the Bridge and the Bridge Works and/or the Premises by the Tenant or their use or purported use or the exercise or the purported exercise of the Rights or matters ancillary thereto with a reputable insurer (being for an insured sum for not less than £10,000,000 (ten million pounds) in respect of any claim or series of

claims arising out of one event) and to pay (or procure payment of) all premiums and other sums due in respect of such insurance promptly and to provide a copy of such insurance and evidence of payment of premiums upon demand by the Landlord;

6.1.2. if any Insured Risk covered by the insurance under the foregoing clauses arises the Tenant must pursue the claim against the insurers diligently and must lay out all money received as a result of the insurance claim in making good any damage or satisfying any proper claim brought by a third party as mentioned above;

6.2. To produce to the Landlord on demand every policy of insurance effected in accordance with clause 6.1 and the receipt for the current year's premium and if the Tenant shall fail so to do or if the Landlord shall reasonably believe that the Tenant has failed to comply in full with the provisions of clause 6.1 the Landlord shall without notice be entitled to insure the Bridge and the Bridge Works and all costs incurred in connection therewith shall be payable by the Tenant to the Landlord on demand with Interest from the date of payment by the Landlord to the date of payment by the Tenant.

7. **Default determination**

7.1. If and whenever during the Lease Period the Bridge or any part thereof is damaged or destroyed the Tenant shall either:

7.1.1. repair or reinstate the Bridge as soon as reasonably practicable; or

7.1.2. (at its sole discretion) give not less than 20 (twenty) Working Days' written notice to the Landlord of intention to remove the Bridge determine this Lease and Reinstate the Premises to the reasonable satisfaction of the Landlord in which case:

7.1.2.1. the Lease shall determine when the Bridge has been removed and the Tenant has Reinstated the Premises to the satisfaction of the Engineer (acting reasonably);

7.1.2.2. in carrying out any works to Reinstate the Premises the Tenant shall carry out such works in accordance with:

7.1.2.2.1. the Code of Practice;

7.1.2.2.2. any Enactments;

7.1.2.2.3. any relevant planning permissions;

7.1.2.2.4. any other Requisite Consents; or

7.1.2.2.5. any regulations that the Landlord reasonably stipulates

PROVIDED ALWAYS that the Tenant's right to determine the Lease under this sub-clause 7.1.2 only applies if the breach relates to an event of Force Majeure or an act of God or such other event which would require substantial works of repair or of rebuilding or of engineering to the Bridge or works of substantial replacement of the Bridge.

- 7.2. If the Tenant breaches any of the provisions of clause 7.1.2.2 then:
- 7.2.1. the Landlord may serve upon the Tenant a written notice ("First Notice") specifying the breach or breaches in question and specifying the action it reasonably considers necessary to be taken under the provisions of this agreement to remedy the same and the Working Day by which it reasonably considers it is reasonably practicable to do so;
 - 7.2.2. if the Tenant shall fail to execute and complete the same by the date specified in the First Notice then the Landlord may serve a further notice ("Warning Notice") on the Tenant specifying the breach or breaches from the First Notice which the Tenant has failed to remedy in accordance with the First Notice and stating that the Landlord intends to exercise its rights under paragraph 7.2.3 if the Tenant has not commenced to remedy them in accordance with the First Notice within a further reasonable period of Working Days specified by the Landlord in the Warning Notice; and
 - 7.2.3. if the Tenant shall fail to comply with the Warning Notice it shall be lawful for the Landlord (without prejudice to any other rights available to the Landlord in respect of any such breaches) or its agents servants and workmen at any time to carry out or cause to be carried out all or any of the works referred to in the Warning Notice and the reasonable costs reasonably and properly so incurred by the Landlord shall be payable by the Tenant within 20 (twenty) Working Days of written demand from the Landlord to the Tenant.
- 7.3. Notwithstanding the provisions of clause 7.2 if in the reasonable opinion of the Landlord, any urgent measures become necessary in order to obviate any risk of accident or failure, or if, by reason of the happening of any accident or failure or any other event, any remedial or other work or repair shall become urgently necessary, and the Tenant is, in the opinion of the Landlord, unable or unwilling at once to carry out such measures, the Landlord may by its own staff and/or by using other contractors carry out such measures as the Landlord may reasonably consider necessary, and the proper costs reasonably so incurred by the Landlord shall be payable by the Tenant within 20 (twenty) Working Days of written demand from the Landlord to the Tenant.
- 7.4. Immediately after the determination of this Lease (and notwithstanding this Lease has determined) the Tenant shall make an application to remove this Lease which is noted on the Landlord's freehold title and the Tenant shall keep the Landlord informed of the progress and completion of its application and supply evidence to the Landlord of the completed registration.

8. **Landlord's obligations**

- 8.1. The Landlord for itself and its successors in title hereby covenants with Tenant for the benefit of the Tenant and the Tenant's Land as follows:

The Landlord will subject to the Tenant performing and observing the covenants and provisions on the part of the Tenant herein contained allow the Tenant peaceably and quietly to hold and enjoy the Premises together with the Rights during the Lease Period without any interruption by the Landlord or anyone claiming through or under or in trust for the Landlord or by title paramount PROVIDED THAT it shall be neither a breach of this express or any implied covenant for quiet enjoyment nor a

derogation from the Landlord's grant nor shall the Tenant be entitled to any compensation or damages for:

8.1.1. the Landlord to carry on its undertaking and exercise its statutory powers (including (without limitation) the Statutory Duties);

8.1.2. water from the Waterway to seep into flood or erode the Bridge and/or the Bridge Works and/or the Waterway Walls.

8.2. In the event of a determination of this Lease pursuant to any of the above provisions or clause 7:

8.2.1. if the Landlord so requires within 20 (twenty) Working Days of such determination; or

8.2.2. if the Tenant elects to determine the Lease and remove the Bridge under sub-clause 7.1.2 the Bridge and the Bridge Works shall be removed at the Tenant's expense and the Tenant shall Reinststate the Premises to the reasonable satisfaction of the Landlord in accordance with the provisions of clause 7.1.2.2 of this lease.

9. **Stoppages**

9.1. Where the Bridge Works and/or the exercise of the Temporary Rights cannot be undertaken without closure of the Waterway and/or the Towpath, before commencing the Bridge Works the Tenant is to make an application to the Landlord in accordance with the Code of Practice for the temporary closure of the Waterway and/or Towpath to enable it to carry out the Bridge Works ("**Application**") and for the avoidance of doubt the Tenant shall be responsible for the payment of all reasonable fees and other proper charges under the Code of Practice arising in respect of the Application.

9.2. The Tenant agrees and acknowledges that temporary closure of the Waterway may only occur during a Stoppage Period. Any applications to divert the Towpath may be made at any time but shall be made in accordance with the Code of Practice.

9.3. If the Tenant wishes the Waterway to be closed during the Stoppage Period it must make the Application to the Landlord before 30 April immediately prior to the next following Stoppage Period and if it fails to do so then the Landlord shall in its absolute discretion be entitled to refuse to allow the closure of the Waterway until the Stoppage Period next following (subject to the Tenant having made a further application in accordance with the Code of Practice).

9.4. Notwithstanding the terms of paragraphs 9.1 to 9.3 inclusive, the Landlord will:

9.4.1. permit the Waterway to be closed to enable the carrying out of the Bridge Works and/or the exercise of the Temporary Rights and/or the Reinstatement Works outside the Stoppage Period but only between the hours of 8pm and 6am (a "**Night Closure**") on 4 weeks prior written notice; and

9.4.2. permit the Waterway to be closed to enable the carrying out of the Bridge Works and/or the exercise of the Temporary Rights and/or the Reinstatement Works outside the Stoppage Period between the hours of 6am and 8pm but only for a maximum of 30 minutes on the submission of a restriction notice which must state the date and time of the proposed

restriction and be submitted to the Landlord at least 4 weeks in advance (a "Restriction Notice").

- 9.5. All Applications and requests for Stoppage, Night Closures, Restriction Notices and for consent to divert the Towpath must comply with the Code of Practice.

10. **The Landlord's Protection**

Notwithstanding any other rights or remedies which the Landlord may have and notwithstanding anything to the contrary contained or implied in this Lease the following provisions shall apply for the benefit of the Landlord:

- 10.1. Notwithstanding any other rights or remedies which the Landlord may have (and notwithstanding anything to the contrary contained or implied in this agreement) in the exercise of its statutory functions (including (without limitation) the Statutory Duties) the Landlord shall be fully entitled to exercise all its rights and powers and to carry out its duties and obligations under all public and private statutes, byelaws, orders, directives and regulations;
- 10.2. Any consent, approval, direction, permission or authority given by the Landlord pursuant to this agreement, shall be given by the Landlord in its capacity as landowner only and shall not have effect as the consent or approval of the Landlord as a statutory consultee or for any other purpose.
- 10.3. Nothing contained or implied in this agreement, shall limit prejudice or affect the rights, powers, duties and obligations of the Landlord in the exercise of its functions as a statutory consultee.
- 10.4. Nothing done by the Landlord in the proper exercise of its rights, powers, duties and obligations in exercise of its functions as statutory consultee is to place it in breach of any obligation on its part contained in this agreement.
- 10.5. The Landlord enters into this agreement in its capacity as landowner of the Landlord's Land and nothing herein contained shall prejudice or affect any of the statutory rights, powers, obligations and duties for the time being vested in the Landlord.
- 10.6. There are not included in the Rights granted by this Lease (unless expressly granted to the Tenant under its terms);
- 10.6.1. any right of fishing or mooring in the Waterway or taking water from it;
- 10.6.2. any right of discharging any water or other matter into the Waterway or except natural run off of rain water from the Bridge any right of abstraction any water or other matter from the Waterway;
- 10.6.3. any easement or right of light, air or support or other easement or right which would restrict or interfere with the free use of the Landlord's Land or any person deriving title under them for building or any other purpose (whether intended to be retained or to be sold by them);
- 10.6.4. any other easement, right or liberty or facility which is not expressly mentioned in this Lease;

10.7. There is reserved to the Landlord the right at any time to erect or suffer to be erected any buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of their adjoining or neighbouring land or over or in the Landlord's Land in such a manner as to obstruct or interfere with the passage of light or air to the Bridge and/or the Bridge Works and any access of light and air to the Bridge and/or the Bridge Works shall be deemed to be enjoyed by this Lease or consent of the Landlord and not as of right.

11. **Declarations/Provisos**

PROVIDED ALWAYS THAT it is hereby agreed by and between the parties hereto as follows:

11.1. From and including the Adoption Date and whilst the Bridge remains Adopted the covenants on the part of the Tenant set out in this Lease shall be suspended but this shall be without prejudice to the ability of the Landlord to pursue the Tenant in respect of any claims and demands which:

- (i) exist and/or occur prior to the Adoption Date; or
- (ii) relates to the period prior to the Adoption Date.

11.2. If, at any time during the undertaking of the Bridge Works or their subsequent alteration or maintenance, the Landlord (acting reasonably) considers that immediate measures must be taken to protect the Landlord's Land or any other assets of the Landlord against damage, or further damage, from those Bridge Works or their subsequent alteration or maintenance then the Landlord may give an Assets Damage Notification to the Tenant.

11.3. Upon the giving of an Assets Damage Notification, the Landlord and the Tenant shall meet as soon as reasonably practicable to agree what measures should be taken by each of them to mitigate the Landlord's loss. If the Landlord and the Tenant are unable to agree what measures should be taken, it shall be dealt with in accordance with clauses 22 and 23 of this lease

11.4. The Landlord and the Tenant shall forthwith take all necessary steps to implement any measures agreed at the meeting referred to in clause 11.3 of this lease or determined in accordance with clauses 22 and 23 of this lease.

11.5. Where an Assets Damage Notification has been given which contains a statement that the Engineer acting properly is of the opinion that there is imminent danger to life or property for reason specified in that notice, and that the Engineer properly considers it unlikely that the Tenant will be able to carry out, or procure the carrying out of, the necessary actions to avoid such danger within such time as the Engineer properly considers appropriate, the Landlord may itself commission and undertake such emergency works as the Engineer considers necessary to avoid such imminent danger, and the Landlord may recover the reasonable cost of so doing from the Tenant.

11.6. The Tenant may make the amount of any costs incurred by the Landlord under clause 11.5 the subject of a dispute under clauses 22 and 23 of this lease (but may not dispute the reasonableness of the Landlord actually incurring those costs).

11.7. Nothing herein contained shall prejudice or affect any provision for the protection of the Landlord included in any Special Act or Order;

- 11.8. That the Landlord shall continue to have full right and liberty for the waters of the adjacent Waterway to seep through or leak into or flow over the Waterway Walls and/or the Bridge and/or the Bridge Works;
- 11.9. Unless expressly stated nothing in this Lease will create rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999;
- 11.10. Where the consent or approval of the Landlord is not to be unreasonably withheld or delayed or the Landlord is obliged to act reasonably then in assessing whether or not the Landlord has unreasonably withheld or delayed consent or approval or acted reasonably the following factors shall be taken into account:
- 11.10.1. any material adverse effect on the carrying out by the Landlord of its Statutory Duties;
 - 11.10.2. any material adverse effect on the Landlord's Land or its users; and
 - 11.10.3. the impeding, interference, obstruction, endangerment or restriction on the use of the Landlord's Land by the Landlord or any users of it;
 - 11.10.4. any interruption to public access and/or navigation over or across the Landlord's Land;
 - 11.10.5. any encroachment into the Minimum Clearance Area;
 - 11.10.6. any matters from the Code of Practice (including (without limitation) any design or other aesthetical considers having regard to the surrounding area (including (without limitation) impact on the Waterway and/or the Waterway Walls.
- 11.11. no approval, consent, authorisation or permission on behalf of the Landlord shall be effective unless signed by the Engineer of Canal & River Trust First Floor, North Station House, 500 Elder Gate, Milton Keynes MK9 1BB or such other person as the Landlord shall reasonably appoint from time to time.

12. **Agreement and declaration**

It is agreed and declared that:

- 12.1. nothing in this Lease:
- 12.1.1. shall, except as expressly permitted by this lease, expressly (or impliedly) give the Tenant any right to pass in, under or over the Waterway and/or the Towpath (as the case may be) notwithstanding the Waterway and/or Towpath falling with the definition of Landlord's Land and/or Rights Land (as the case may be);
 - 12.1.2. will, except as expressly permitted by this lease, enable the Tenant to close the Waterway and/or the Towpath (as the case may be) in connection with the exercise of the Rights and/or the Temporary Rights and/or the carrying out of the Bridge Works (as the case may be);
 - 12.1.3. authorises any further work on Landlord's Land and/or the Rights Land and/or the Premises other than the construction of the Bridge Works and the construction, maintenance, repair, renewal or replacing of the Bridge

and any works involved in the exercise of the Rights and/or the Temporary Rights (as the case may be);

- 12.1.4. implies any warranty by or on behalf of the Landlord that the Bridge Works may be lawfully or safely exercised or that the Rights and/or the Temporary Rights (as the case may be) may be safely or lawfully exercised;
 - 12.1.5. will permit the Bridge to encroach into the Minimum Clearance Area; and
 - 12.1.6. shall be deemed to give the Tenant a right of lateral or subjacent support for the Bridge and/or the Bridge Works or render the Landlord liable for any damage which may happen to the same.
- 12.2. This lease is granted subject to the rights of any person having an interest in the Landlord's Land or any adjoining or neighbouring premises or any other interested persons (including (without limitation) by way of the Subjections or otherwise);
 - 12.3. Notwithstanding any consents or approvals given by the Landlord in relation to the Bridge Works and/or the Bridge, it is the Tenant's sole responsibility to procure that the construction of the Bridge and the Bridge Works is completed in a good and workman like manner and is suitable for the purposes to which is likely to be put;
 - 12.4. No comments, objections or representations by the Landlord in relation to the Bridge and the Bridge Works shall in any way reduce or change the responsibility of the Tenant for the Bridge and the Bridge Works nor any other liability of the Tenant under this lease but compliance with any such shall not be a Default
 - 12.5. This lease does not create and is not in any circumstances to be taken as having created a partnership, joint venture or other collaborative arrangement between the Landlord and the Tenant;
 - 12.6. This lease and the documents annexed to it and the replies to enquiries made pursuant to it constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to subject matter.
 - 12.7. No modification, variation or waiver of any of the terms of this lease will be effective unless made in writing and signed by the parties to this lease as a deed.

13. CIL

- 13.1. Where the Bridge and/or the Bridge Works (as the case may be) and/or the exercise of the Rights are subject to CIL the Tenant will submit an assumption of liability notice to any collecting authority for that CIL prior to the first date upon which the Landlord might become liable for payment of that CIL, and will supply the Landlord with a copy of the acknowledgement of that collecting authority of receipt of that assumption of liability notice prior to commencement of that chargeable development.
- 13.2. The Tenant will not withdraw any assumption of liability notice submitted.
- 13.3. the Landlord and the Tenant agree that the indemnity provided to the Landlord under this lease shall apply to any claim for CIL made against the Landlord arising by reason of the commencement of development of, and/or the undertaking of, the

Bridge Works and/or the exercise of the Rights and/or by virtue of the presence of the Bridge and the Bridge Works.

14. **Joint and several liability**

Where the Tenant comprises more than one person, those persons will be jointly and severally liable for the obligations and liabilities of the Tenant arising under this agreement. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

15. **Consents**

15.1. Any consent or approval of the Landlord required under this lease:

15.1.1. must be obtained before the act or event to which it applies is carried out or done; and

15.1.2. is to be effective only when such consent or approval is given in writing.

16. **Severance**

16.1. If any term of this lease shall be held to any extent to be illegal or unenforceable:

16.1.1. that term shall to that extent be deemed not to form part of this lease; and

16.1.2. the remainder of that term and this lease shall not be affected.

17. **Survival**

The provisions of this lease which are either expressed to survive the termination and/or expiry of this lease or from their nature or context it is contemplated that they are to survive termination and/or expiry of this lease shall remain in full force and effect notwithstanding the termination and/or expiry of this lease.

18. **Enforcement**

18.1. This lease is to be governed by and interpreted in accordance with English law.

18.2. Subject to clauses 22 and 23 of this lease, each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims). This clause operates for the benefit of the Landlord and the Tenant who retains the right to sue the Tenant and the Landlord (as the case may be) and enforce any judgment against the Tenant and the Landlord (as the case may be) in the courts of any competent jurisdiction.

19. **Statutory Duties**

19.1 Nothing contained or referred to in this Lease will serve to override or otherwise affect the Statutory Duties and powers which remain in full force and effect notwithstanding anything contained or referred to in this Lease.

19.2 Nothing in this lease shall fetter the Tenant in the performance of its statutory functions in its capacity as a highway authority.

20. **Notices**

- 20.1. Any notice required to be made given to or served on the Tenant under this Lease shall be validly made given or served if in writing and addressed to the Tenant (and if more than one person comprises the Tenant then to both of them) and delivered personally or sent by pre-paid registered or recorded delivery mail:
- 20.1.1. in the case of the Tenant served on the Chief Executive of the Tenant at the address given in this Lease or such alternative person and address as may be notified to the Landlord in writing;
 - 20.1.2. in the case of a company to its registered office; or
 - 20.1.3. in the case of a company or an individual to its last known address.
- 20.2. Any notice required to be given to or served on the Landlord shall be validly given or served if in writing and addressed to the Landlord and delivered personally or sent by first class or pre-paid special delivery mail:
- 20.2.1. in the case of the Landlord to First Floor, North Station House, 500 Elder Gate, Milton Keynes MK9 1BB marked for the attention of Director of Corporate Services
 - 20.2.2. to its principal office; or
 - 20.2.3. to an address in the United Kingdom which the Landlord has specified in writing as its address for service.
- 20.3. Any notice sent by mail shall be treated conclusively as having been made given or served on the second working day after the day of posting.

21. **Adoption of the Bridge and the Bridge Works**

- 21.1. If requested by the Tenant, the Landlord (at the expense of the Tenant) and the Tenant shall enter into an Adoption Agreement.
- 21.2. Notwithstanding any other provisions of this Lease the Tenant will procure that the Adoption Agreement in relation to the Bridge is not completed until after the Date of Practical Completion.
- 21.3. The Tenant shall keep the Landlord indemnified against all Liability incurred or arising as a result of entering into such Adoption Agreement. The Tenant shall use reasonable endeavours to ensure the Adoption Agreement contains an acknowledgement that where the highway authority's statutory obligations or established adoption protocols conflict with the Code of Practice the highway authority's statutory obligations and/or established adoption protocols shall prevail. PROVIDED THAT:
- 21.3.1. any designs, specifications and plans regarding any works to be undertaken will take into account the Landlord's Code of Practice except insofar as the Code of Practice conflicts with the highway authority's statutory obligations or established adoption protocols; and
 - 21.3.2. the party undertaking works required pursuant to the Adoption Agreement shall take all reasonable measures to protect the lawful users of the

Landlord's Land and shall fully indemnify the Landlord from and against all Liability from the carrying out and the state, condition and existence of such works.

- 21.4. The Tenant shall pay to the Landlord all reasonable and proper costs, fees, charges, disbursements and expenses (including, without prejudice to the generality of the above, those payable to solicitors and surveyors) properly incurred by the Landlord in relation to or incidental to the negotiation and review of any Adoption Agreement.

22. **Escalation of differences**

- 22.1. The Landlord and the Tenant shall use their reasonable endeavours to secure the amicable resolution of any dispute or difference arising between them out of or in connection with this lease in accordance with the following provisions of this clause 22.

- 22.2. Either the Landlord or the Tenant may request a meeting between the Tenant's Representative and the Engineer to try to resolve the matter. If the matter is not resolved at that level within 20 (twenty) Working Days of either the Landlord or the Tenant requesting such a meeting (or such longer period as may be agreed between the parties) the matter may at either party's request be referred for discussion at a meeting (the "Further Meeting") to be attended by a more senior officer or representative than, respectively, the Tenant's Representative and the Engineer (or their nominated alternative in each case).

- 22.3. If the Further Meeting fails to result in a settlement within 20 (twenty) Working Days of the date of the Further Meeting (or if no meeting is convened within that period) then either party may refer the matter for determination in accordance with the provisions of clause 23.

23. **Determination of Disputes**

- 23.1. If any dispute arises between the Landlord and the Tenant relating to or arising out of any Engineering Issues then the same shall be determined solely by the Engineer (acting fairly and impartially but with due regards to the obligations of the Landlord under the Statutory Duties and to the provisions of the Code of Practice) and the decision of the Engineer shall be final and binding upon the Landlord and the Tenant.

- 23.2. If any dispute arises between the Landlord and the Tenant relating to or arising out of the terms of this lease and not falling within the provisions of clause 23.1, then the provisions of Schedule 3 shall apply.

24. **The Landlord and Tenant's obligations**

The provisions of the schedules to this lease are incorporated in this lease and the Landlord and the Tenant agree to comply with their respective obligations on their part contained in the schedules to this lease.

25. **The Landlord's Liability**

- 25.1. Notwithstanding any other provisions of this lease the Tenant acknowledges that in both this lease and any other agreement contemplated to be entered into by it pursuant to its terms:

- 25.1.1. its recourse to the Landlord with respect to any liabilities of it under this lease shall be limited to the net asset value of the Waterways Infrastructure Trust from time to time;
- 25.1.2. except as provided in the previous sub-clause it will have no recourse to the assets of the Landlord; and
- 25.1.3. no recourse shall be had against the Landlord in its capacity as trustee of the Waterways Infrastructure Trust as owner of assets in its personal capacity or in its capacity as trustee or depository of other funds or any of their officers or employees for the payment of any amount howsoever arising under this agreement.

26. **Charities Act Statement**

- 26.1. The Infrastructure Trust Property subject to this lease is held by the Canal & River Trust a non-exempt charity as trustee of the Waterways Infrastructure Trust and this lease is not one falling within clause 117(3) of the Charities Act 2011 so the restrictions on disposition imposed by sections 117-121 of the Charities Act 2011 will apply.
- 26.2. *Kate Dunwoode*, authorised by the Canal & River Trust acting as trustees of the Waterways Infrastructure Trust by a Resolution of its Board of Trustees dated 21 March 2019, certifies on behalf of the Trustees of the Canal & River Trust acting as trustees of the Waterways Infrastructure Trust that the trustees have power under the terms of the trusts of the charity to effect this disposition and that they have complied with the provisions of sections 117-121 of the Charities Act 2011 so far as applicable to it.

In witness of which this Lease has been duly executed and is delivered on the date written at the beginning of this Lease.

Schedule 1– Construction Covenants

1. Before appointing any of the Bridge Manufacturer, the Engineering Contractor and the Certifying Person the Tenant is to comply with the contract procedure rules forming part of the Mayor and Burgesses of the London Borough of Enfield's constitution, in line with their obligations under the Public Contracts Regulations 2015.
2. As soon as reasonably practicable after the Commencement of Construction and in any event prior to the issue of the Completion Certificate:
 - 2.1. The Landlord acknowledges that the Engineering Contract relates to infrastructure other than the Bridge. The Tenant shall provide the Landlord with relevant extracts and details of the dated and signed Engineering Contract relating to the Bridge Works under which the Engineering Contractor is employed by the Tenant to construct the Bridge;
 - 2.2. the Tenant shall provide the Landlord with certified copies of the dated and signed appointment under which the Certifying Person is employed by the Tenant to issue the Completion Certificate and Defects Certificate

PROVIDED THAT the Tenant may delete from such documents or information any financial or commercially confidential information or any information which does not relate to the Bridge.

3. Deliver to the Landlord of a properly executed Warranty (dated not earlier than the date upon which each is appointed) from each of the Engineering Contractor and the Certifying Person.
4. If the Tenant shall prior to Date of Practical Completion appoint any other Certifying Person or Engineering Contractor in substitution for the, Certifying Person or Engineering Contractor previously appointed by the Landlord the Tenant will: comply with the provisions of paragraphs 1 and 2 of this Schedule in relation to such substitute or additional appointee
- 5.

Before commencing the Bridge Works the Tenant shall:

- 5.1. Comply with the obligations set out in this paragraph below:
 - 5.1.1. the Tenant acknowledges that notwithstanding the grant of Planning Permission they have (and retain) responsibility to the Landlord to ensure the proper design of the Bridge Works in accordance with all relevant provisions of the DMRB and the proper undertaking of the Bridge Works;
 - 5.1.2. The Tenant shall inform the Landlord of:
 - 5.1.2.1. the proposed start date for the Bridge Works;
 - 5.1.2.2. the estimated duration of each stage of the Bridge Works;
 - 5.1.2.3. the estimated Date of Practical Completion;

- 5.1.2.4. the estimated date for the issuing of the Defects Certificate; and
 - 5.1.2.5. any temporary diversion of the Towpath that may be required during the carrying out of the Bridge works.
- 5.1.3. The Tenant acknowledges that it is responsible for the construction of the Bridge Works in accordance with the proper and reasonable requirements of the Code of Practice and to the extent not covered by the Code of Practice, will be undertaken in accordance with the applicable section of the DMRB.
- 5.1.4. Incorporate as part of the Bridge Works any reasonable protective works required by the Landlord to avoid any adverse impact to the Waterway and/or the Landlord's Land prior to or during the carrying out of the Bridge Works and the exercising of the Rights referred to in paragraphs (a) and (c) of the definition Rights.
- 5.2. obtain the Requisite Consents at its own expense;
- 5.3. give at least 10 (ten) Working Days prior written notice to the Landlord of the Tenant's intention to:
- 5.3.1. exercise any rights of entry on to the Landlord's Land under this Lease (other than as expressly provided for under the Rights)
 - 5.3.2. start Commencement of Construction;
 - 5.3.3. the breaking open of the surface of the Landlord's Land;
 - 5.3.4. doing anything which will or may cause interference with the use of the Waterway;
- and reimburse the Landlord the reasonable cost as certified by the Landlord of any notices issued by the Landlord including notices in the press relating to the Bridge Works.
- 5.4. procure or maintain fully comprehensive public liability insurance in accordance with the obligations on the part of the Tenant set out at clause 6.1.1 of this lease;
6. The Tenant further acknowledges that Landlord requires to be consulted by the Tenant in relation to the steps proposed to be taken in relation to fulfilling the conditions of the Planning Permission that relate to the Bridge Works and/or the works to be undertaken pursuant to the Temporary Rights and Tenant is to have due regard to such representations which will include, for the avoidance of doubt, implementing any of the reasonable requirements of the Landlord.
7. The Tenant will provide to the Landlord the a copy of the "Construction Environmental Management Plan" submitted by the Tenant and approved by the local planning authority under condition 5 of the Planning Permission.
8. The Tenant covenants with the Landlord that in relation to the Bridge Works they are carried out:

- 8.1.1. in a good, proper and workmanlike manner, free from defects and using good quality and suitable materials;
- 8.1.2. in substantial accordance with:
 - 8.1.2.1. the relevant conditions of the Planning Permission
 - 8.1.2.2. the Bridge Plans;
 - 8.1.2.3. the agreed programme of works;
 - 8.1.2.4. the terms of the Engineering Contract;
 - 8.1.2.5. all Requisite Consents and Enactments;
 - 8.1.2.6. the Health and Safety Plan;
 - 8.1.2.7. all applicable requirements of the DMRB
 - 8.1.2.8. the Code of Practice;
 - 8.1.2.9. the Regulations and the Health and Safety Plan
 - 8.1.2.10. British and European standards and any other codes of practice.
- 8.1.3. without using or specifying the use of any Deleterious Materials;
- 8.1.4. so that any Protected Species on the Landlord's Land are not disturbed, or damaged in any way whatsoever (unless the Tenant has first obtained a licence from Natural England or its successors) (it being acknowledged that there is a high potential for Protected Species to be present on the Landlord's Land).
- 8.1.5. so as not to stop up (permanently or otherwise) of the Towpath except where required by and/or approved of by the Landlord under an application made under the Code of Practice.

9. The Tenant is to ensure that:

- 9.1.1. at all times the Bridge Works and all the Landlord's Land and property affected by the Bridge Works are kept properly and adequately supervised and (where necessary in the interests of safety during construction repair or maintenance) lighted and provided with all appropriate warning notices;
- 9.1.2. during the undertaking of the Bridge Works, proper precautions are taken for the safety of all persons (including members of the public) upon or in the vicinity of the Landlord's Land, and proper provision is made for the security of all parts of the Landlord's Land affected by the Bridge Works for the protection of any materials, plant and equipment in or on it;
- 9.1.3. all proper steps are taken to prevent unauthorised access being gained to the Landlord's Land including (but without limitation) unauthorised access to the Waterway;

- 9.1.4. the Bridge Works are carried out in a manner which causes as little nuisance to or interference with the public or any owners or occupiers of adjoining or neighbouring property as is reasonably practicable;
 - 9.1.5. no advertising hoardings or advertising signs are erected or otherwise placed on the Landlord's Land and/or upon any part of Bridge and/or the Bridge Works (other than those of contractors and those required in order to comply with the Health and Safety Plan) without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed);
 - 9.1.6. proper arrangements, to the reasonable satisfaction of the Landlord, are in place to enable the immediate isolation or disconnection of the Bridge Works (or such other steps as are agreed with the Landlord to be necessary to deal with the emergency), in the event of emergency affecting or likely to affect the Waterway, any craft or vessels thereon or other parts of the Landlord's Land or any works being carried out by or on behalf of the Landlord to the Waterway or the Landlord's Land; and
 - 9.1.7. all reasonable precautions are taken so as not to interfere with or affect the Landlord, its tenants or occupiers of the remainder of the Landlord's Land and to ensure that all physical damage to the Landlord's Land caused in the exercise of the Rights and the carrying out of the Bridge Works is forthwith made good to the satisfaction of the Landlord.
10. The Tenant is:
- 10.1. not to permit any welding operations to be carried out whilst a craft or vessel is navigating the Waterway so as to pose a risk to that craft or vessel or any items or people on it;
 - 10.2. to make proper arrangements to the reasonable satisfaction of the Landlord prior to exercise of the Bridge Works and/or the exercise of the Temporary Rights to enable the Tenant in the event of emergency affecting or likely to affect the Waterway, craft or vessels thereon or the Landlord's Land or any works being carried out by or on behalf of the Landlord to the Waterway or the Landlord's Land immediately to cut off, isolate or disconnect the Bridge Works or to take such steps as are agreed with the Landlord to be necessary to deal with the emergency;
 - 10.3. at all times during the carrying out of the Bridge Works on over or within the Waterway to keep the Bridge Works and the property of the Landlord affected by the same properly and adequately supervised and (if identified as necessary in the risk assessment and method statement required under clause 3.4) lighted and provide all necessary warning notices;
 - 10.4. not to do anything which may endanger the safety or stability of the Landlord's Land or any structures or equipment thereon;
 - 10.5. not to cause any unnecessary damage to the property of the Landlord nor cause any obstruction or delay to traffic on or loss or pollution of water in the Waterway provided that the carrying out of the Bridge Works and exercise of the Rights strictly in accordance with the terms of this Lease shall not be construed as a breach of this paragraph;

- 10.6. not to cause any interruption or interference with any service media in, on, under or over the Landlord's Land or with the supply of any service or utility through any service media in, on, over or under the Landlord's Land provided that the carrying out of the Bridge Works and exercise of the Rights strictly in accordance with the terms of this Lease shall not be construed as a breach of this paragraph;
- 10.7. not to cause any loss of support to the Landlord's Land or any adjoining or neighbouring land provided that the carrying out of the Bridge Works and exercise of the Rights strictly in accordance with the terms of this Lease shall not be construed as a breach of this paragraph and to exercise the Bridge Works in such a manner so as to cause as little damage as possible to the Landlord's Land including (without limitation) the Waterway, the Freeboard or the Towpath or to any building structures apparatus or services erected installed or placed on or under the Landlord's Land and forthwith to make good at the Tenant's expense any damage caused by the Tenant in the exercise of the Rights including (without limitation) any detrimental change to the Freeboard;
- 10.8. not to do or permit to be done anything which may cause any interference with navigation upon, or prejudice the use of, the Waterway or which may obstruct or delay traffic upon the Waterway or (the Landlord acknowledging that the authorised closure of the Waterway during any Stoppage Period shall not constitute a breach of this paragraph) provided that the carrying out of the Bridge Works and exercise of the Rights strictly in accordance with the terms of this Lease shall not be construed as a breach of this paragraph;
- 10.9. not to construct the Bridge in such manner as to direct drainage from the Bridge through any pipes or outfalls discharging directly into the Waterway or onto the Towpath;
- 10.10. to procure that the Certifying Person inspects the Bridge Works with a view to the issue of the Completion Certificate in accordance with the terms of the Engineering Contract. The Tenant is to give the Landlord and the Engineer not less than 5 (five) Working Days prior written notice of the date and time, being a Working Day during the hours of daylight, when the Certifying Person will carry out this inspection;
- 10.11. to permit the Landlord and the Engineer to accompany the Tenant or the Tenant's Representative on the inspection of the Bridge Works and to make representations to the Certifying Person on the proposal to issue the Completion Certificate and the Defects Certificate pursuant to the Engineering Contract but not so as to fetter the proper exercise of the professional discretion of the Certifying Person;

to serve a copy of the Completion Certificate on the Landlord and the Engineer as soon as reasonably practicable after the date of the issue to the Engineer of the Completion Certificate or the Defects Certificate, PROVIDED THAT the Tenant may delete from such documents or information any financial or commercially confidential information or any information which does not relate to the Bridge.
- 10.12. as soon as reasonably practicable following the Date of Practical Completion, the Tenant is to:
 - 10.12.1. procure that the Engineering Contractor carries out any further works that are required to make good any defects, omissions and snagging items identified in the Completion Certificate;

- 10.12.2. procure that all defects in the Bridge Works for which the Engineering Contractor is responsible under the Engineering Contract that arise and are identified in writing by the Certifying Person within the Defects Correction Period are made good to the Certifying Person's reasonable satisfaction to enable the Defects Certificate to be issued by the Certifying Person;
- 10.12.3. that the liability of the Tenant in respect of the defects, omissions and snagging items in respect of both matters contained in paragraph 10.13 shall (subject always to compliance with the provisions of paragraph 10.13) cease on the issue of the Defects Certificates PROVIDED THAT for the avoidance of doubt the issue of the Defects Certificate shall not lessen or relieve the Tenant's liability to comply with the remaining provisions of this Lease;
- 10.13. (on completion of the Bridge Works) to remove all debris and equipment from the Landlord's Land and the Waterway and to make good any damage caused to the Landlord's Land and the Waterway by the execution of the Bridge Works;
- 10.14. to give written notice to the Landlord as soon as reasonably practicable (and in any event, within 5 (five) Working Days) upon completion of the Bridge Works;
- 10.15. The Bridge Works will be constructed, maintained, inspected, repaired, removed, reconstructed, altered, or replaced by the Tenant at his own expense and notwithstanding any supervision given or approval expressed by the Landlord no claim or demand whatsoever will be made against the Landlord in respect of or in any way arising out of damage or injury to or loss of the Bridge and/or the Bridge Works or any works connected therewith and/or the exercise or the purported exercise of the Rights however caused save in respect of any matters arising from any negligent act or omission of the Landlord or an employee contractor or agent of the Landlord;
- 10.16. the Tenant covenants with the Landlord to the extent the Regulations apply to the Bridge Works or any part of them:
 - 10.16.1. to comply and to procure compliance with the Regulations by any relevant person involved in the design or implementation of the Bridge Works;
 - 10.16.2. to advise the Landlord of the identity of the appointed CDM Co-ordinator and the appointed principal contractor.

Schedule 2– Operational Covenants

The Landlord and Tenant agree that following the occurrence of the Adoption Date the provisions of this Schedule shall be suspended for so long as the Bridge is Adopted but the Tenant agrees that until the occurrence of the Adoption Date the Tenant shall observe and perform the covenants on its part set out in this Schedule.

1. To pay all existing and future rates, taxes, charges, duties, impositions, assessments and outgoings whatsoever for the time being payable in respect of or charged or imposed upon the Premises and/or the Bridge and/or the Bridge Works or their owner or occupier at any time;
2. To comply with the requirements of the Requisite Consents any Planning Agreement or other statutory provisions applicable to the Bridge, its use and exercise of the Rights and with all statutes, statutory orders and regulations made under or deriving validity from them and any requirements and codes of practice of local authorities and competent authorities affecting the Bridge, its use and exercise of the Rights;
3. At its own expense to repair, renew, maintain and keep the Bridge once constructed and all works in connection therewith:
 - 3.1. in good and substantial repair and condition to the reasonable satisfaction of the Engineer; and
 - 3.2. in such state of repair as will ensure that it does not cause or present any danger or detriment to the Landlord or to the Landlord's Land,

PROVIDED THAT the Tenant shall only carry out any works required to satisfy this obligation or to renew or replace the Bridge in accordance with the Code of Practice and the plans, details, specifications and method of carrying out such works previously submitted to and approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed) but the parties agree, except as provided hereafter, that the Landlord shall be entitled to withhold its consent to the proposed repairs where in the proper opinion of the Landlord the proposed repairs:

- 3.2.1. will or are likely to impede, interfere with, obstruct, endanger or restrict the use of the Landlord's Land by the Landlord or any users of it;
 - 3.2.2. will in any way interfere with the carrying on by the Landlord of the Statutory Duties;
 - 3.2.3. will encroach into the Minimum Clearance Area; or
 - 3.2.4. will not comply with the Code of Practice
4. To pay to the Landlord the reasonable costs and expenses reasonably and properly incurred by the Landlord in connection with any supervision requested of it (including for the avoidance of doubt the costs and expenses of the Landlord's technical staff) or in respect of any matter arising under this Lease (whether pursuant to the Code of Practice or otherwise) as aforesaid or with the carrying out of any of the provisions hereof and pay to the Landlord all such reasonable and proper legal costs as the Landlord may have from time to time reasonably and properly incurred and which but for the grant of this Lease and the exercise or purported exercise of the Rights it would not otherwise have incurred;

5. Except as may be required by the appropriate highway authority (including the fixing of signage or cameras to the side of the Bridge) not to make or cause or permit to be made any alterations whatever to the original position of the Bridge once constructed;
6. Except as may be required by the appropriate highway authority (including the fixing of signage or cameras to the side of the Bridge) not to make or cause or permit to be made any alterations whatever to the structure or otherwise of the Bridge once constructed or any part thereof or any addition to the same without the consent of the Landlord (which consent shall not be unreasonably withheld or delayed) but, pending Adoption, the parties agree that the Landlord shall be entitled to withhold its consent to the proposed alterations or additions:
 - 6.1. Where in the proper opinion of the Landlord the proposed alterations or additions:
 - 6.1.1. will or are likely to impede, interfere with, obstruct endanger or restrict the use of the Landlord's Land by the Landlord or any users of it;
 - 6.1.2. will in any way interfere with the carrying on by the Landlord of the Statutory Duties;
 - 6.1.3. will encroach into the Minimum Clearance Area; or
 - 6.1.4. will not comply with the Code of Practice
7. To carry out such works of alteration approved by the Landlord under paragraph 6 above in accordance with the plans, details, specifications and method of carrying out the works previously submitted to and approved in writing by the Landlord pursuant to paragraph 6 above and all of the provisions Rights and the obligations of this Lease shall thereafter apply to such alteration and to the Bridge as so altered;
8. Not to do anything which may endanger the safety or stability of the Landlord's Land or any structures or equipment thereon as at the date of this Lease provided that the carrying out of the Bridge Works and the exercise of the Rights strictly in accordance with the terms of this Lease shall not be construed as a breach of this paragraph;
9. Not to do or bring in or upon the Premises or any other land anything which may in the reasonable opinion of the Landlord impose on the Landlord's Land any weight or strain in excess of that which the Bridge is stated by the bridge manufacturer or the contractor for the Bridge Works to bear with due margin for safety provided that the carrying out of the Bridge Works and exercise of the Rights strictly in accordance with the terms of this Lease shall not be construed as a breach of this paragraph;
10. To use the Premises and the Bridge and to exercise the Rights and carry out any alteration permitted pursuant to paragraph 5 at its own risk and be responsible for and release and indemnify and keep the Landlord indemnified and its servants and agents against all claims for personal injury, death, loss of or damage to property and any other actions, losses, damages, costs and expenses however caused or incurred by the existence state of repair or use of the Premises and the Bridge and the exercise or purported exercise of the Rights or carrying out of such alterations or any matters ancillary thereto or any breach of any of the Tenant's obligations in this Lease, or any deliberate act or omission of the Tenant
11. Not to cause or permit any damage to be caused to the Landlord's Land and at its own expense under the supervision and to the reasonable satisfaction of the Landlord from time to time as often as occasion shall require make good any such

damage caused to the Landlord's Land by the maintenance, use, repair, alteration, removal or otherwise reasonably attributable to the use of the Bridge provided that the carrying out of the Bridge Works and exercise of the Rights strictly in accordance with the terms of this Lease shall not be construed as a breach of this paragraph;

12. Not to use the Premises or allow or permit it to be used for any purpose other than for:
 - 12.1.1. constructing and retaining and using the Bridge as a road and foot bridge and the Bridge Link Infrastructure to support the Bridge;
 - 12.1.2. carrying out any lawful repairs, renewal, inspection, replacement, cleansing, maintenance and alterations to the Bridge and the Bridge Link Infrastructure with or without workmen plant vehicles machinery apparatus materials and equipment in accordance with the provisions of this Lease;
 - 12.1.3. the exercise of the Rights.
13. At all times during the Lease Period to comply in all respects with all legislation relevant to the Premises and/or the Bridge, their use and to the Rights and to indemnify the Landlord against any liability whatsoever arising from breach of this obligation (including costs and expenses);
14. Not knowingly to do or knowingly permit to be done:
 - 14.1.1. anything which may cause any obstruction to or endangerment to the use of the Waterway;
 - 14.1.2. any loss or obstruction to the flow of the water in the Waterway;
 - 14.1.3. any injury damage endangerment to or obstruction to the use of the Waterway or banks of the Waterway or the Waterway Walls or any other property of the Landlord.
15. The Bridge Works will be constructed, used, maintained, inspected, repaired, removed, reconstructed, altered, or replaced by the Tenant at his own expense and notwithstanding any supervision given or approval expressed by the Landlord no claim or demand whatsoever will be made against the Landlord in respect of or in any way arising out of damage or injury to or loss of the Bridge and/or the Bridge Works or any works connected therewith and/or the exercise or the purported exercise of the Rights however caused save in respect of any matters arising from any negligent act or omission of the Landlord or an employee contractor or agent of the Landlord;
16. To procure that the exercise of the Rights is carried out without infringement of any rights, reservations, covenants, restrictions, stipulations or other encumbrances binding upon or affecting the Landlord's Land.
17. The Tenant shall keep the Bridge property swept and cleansed and remove all rubbish from the Landlord's Land thereon as a result of this Lease being granted and at the Landlord's request pay a fair share (which in default of agreement the Landlord will conclusively decide) of all costs the Landlord incurs in connection with the removal of rubbish from the Landlord's Land and on request from the Tenant the

Landlord will provide copies of invoices available for the costs incurred in connection with the removal of rubbish from the Landlord's Land.

18. To be responsible for all measures for the safety and protection of persons exercising Rights under this lease but this clause shall not be deemed to permit the Tenant to carry out any works on to or affecting the Landlord's Land not otherwise authorised by the Landlord.
19. No to erect any advertising hoardings or signs on the Landlord's Land and/or the Bridge (other than safety notices or directional signs on the Bridge) nor erect or build or permit to be erected or built any temporary or permanent structures on the Landlord's Land.
20. At its own expense to insure and keep insured throughout the Lease Period the Bridge in such reputable insurance office or with such reputable underwriters against damage or destruction by the Insured Risks for such sum as the Tenant shall from time to time consider to be equal to the full cost of rebuilding and reinstating the Bridge including architects', surveyors' and other professional fees payable upon any applications for planning permission or other permits or consents that may be required in relation to the rebuilding or reinstatement of the Bridge, the cost of debris removal, demolition, site clearance any works that may be required by statute and incidental expenses provided that this clause shall not apply during the Council Exemption Period;
21. If any Insured Risk covered by the insurance under the foregoing clauses arises the Tenant must pursue the claim against the insurers diligently and must lay out all money received as a result of the insurance claim in making good any damage or satisfying any proper claim brought by a third party as mentioned above provided that this clause shall not apply during the Council Exemption Period
22. To produce to the Landlord on demand every policy of insurance effected in accordance with paragraph 20 and the receipt for the current year's premium and if the Tenant shall fail so to do or if the Landlord shall reasonably believe that the Tenant has failed to comply in full with the provisions of paragraph 20 the Landlord shall without notice be entitled to insure the Bridge and all costs incurred in connection therewith shall be payable by the Tenant to the Landlord on demand with interest from the date of payment by the Landlord to the date of payment by the Tenant provided that this clause shall not apply during the Council Exemption Period

Schedule 3– Dispute Resolution

1. Where a dispute arises to which clause 23 applies (a "Dispute") the Landlord or the Tenant may give to the other written notice:
 - 1.1. requiring the Dispute to be determined under this paragraph;
 - 1.2. proposing an appropriate Specialist;
 - 1.3. stating whether it requires the Specialist to act as an independent expert or an arbitrator; and
 - 1.4. specifying the nature and substance of the Dispute and the relief sought in relation to the Dispute.
2. The recipient of a notice under paragraph 1 will be deemed to accept the identity of the Specialist, and the capacity in which the Specialist is to act unless the recipient, within 10 (ten) Working Days from and including the date of receipt of the notice, gives a counter-notice in writing rejecting one or more of the proposals and calling for paragraph 3 to apply.
3. Unless the Landlord and the Tenant agree or are deemed to agree the terms for resolving the Dispute the identity and area of expertise of the Specialist, or the capacity in which the Specialist is to act, it will be referred to the President or next most senior available officer of the Royal Institution of Chartered Surveyors who will have the power to nominate an appropriate Specialist and to determine the capacity in which the Specialist is to act.
4. Nothing in clause 23 and in this schedule shall affect or interfere with the contract for the Bridge Works to be procured and entered into by the Tenant for the Bridge Works or any method of dispute resolution referred to therein but the Tenant shall have regard to any representations made by the Landlord to the Tenant concerning the subject of any dispute arising pursuant to the contract for the Bridge Works but shall not be bound by them.
5. Where a Specialist is to act as an expert:
 - 5.1. the Landlord and the Tenant may make written representations within 10 (ten) Working Days from and including the date of his appointment and will copy the written representations to the other party;
 - 5.2. the Landlord and the Tenant are to have a further 10 (ten) Working Days to make written comments on each other's representations and will copy the written comments to the other party;
 - 5.3. the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he may reasonably require;
 - 5.4. the Specialist is not to take oral representations from the Landlord or the Tenant without giving both parties the opportunity to be present and to give evidence and to cross examine each other;
 - 5.5. the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and

- 5.6. the Specialist is to use all reasonable endeavours to publish his decision within 30 (thirty) Working Days from and including the date of his appointment.
6. Where a Specialist is to act as an arbitrator:
 - 6.1. all submissions made or evidence supplied to him are to be in writing unless the parties agree within 10 (ten) Working Days from and including the date of his appointment that this requirement does not apply;
 - 6.2. the date of his award will be deemed to be the date on which he serves a copy of the award on the Landlord and the Tenant;
 - 6.3. he will not be entitled to order the rectification, setting aside or cancellation of this lease and/or any other document;
 - 6.4. he will not be entitled to direct that the recoverable costs of the arbitration, or any part of it, be limited to a specified amount; and
 - 6.5. he will not be entitled to require that security be provided in respect of the costs of the arbitration.
7. Responsibility for the costs of referring a dispute to a Specialist, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist acting reasonably.
8. Time shall be of the essence for all provisions of this Schedule which apply following the appointment of the Specialist, and failure to comply with any time limit shall entitle the Specialist to proceed forthwith to the next stage of the dispute resolution process and, should he so decide, without regard to anything produced to him after the expiry of the time period for its proper production, but the Specialist shall be entitled to extend any specified period of time upon application made to the Specialist before the expiry of the relevant period of time.

Schedule 4 – Subjections

1. All rights (whether public or private), easements, quasi easements, privileges, restrictions, covenants, licences, bye-laws, wayleaves and stipulations of whatever nature affecting the Landlord's Land;
2. Any public and permissive rights over the Landlord's Land exercised by the general public;
3. Any matter discoverable by inspection of the Landlord's Land before the date of this Lease.
4. All matters disclosed or which would have been disclosed by the searches and enquiries which a prudent tenant would have made before entering into this Lease.
5. All rights interests which are or would be unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002 and which the Landlord does not know about.
6. the rights, easements, quasi-easements, privileges, restrictions, covenants, licences and stipulations contained mentioned or referred to in the property and charges registers of the title number AGL199527.

Schedule 5 - Environmental Provisions

1. Interpretation

The following definitions and rules of interpretation apply in this Schedule.

1.1. Definitions:

"Competent Authority" any court tribunal national or local government agency authority or body having judicial regulatory or administrative authority

"Contamination" the presence in the Landlord's Land of any Hazardous Material.

"Environment" includes:

- (a) land including any natural or manmade structures, surface land, sub-surface land and land under water;
- (b) water including surface waters ground waters and waters in drains and sewers;
- (c) air including air within buildings and other natural or manmade structures above or below ground;
- (d) any living organism or ecosystem supported by those media; and
- (e) flora and fauna including without limit man and any commercially exploited flora and fauna whether for agriculture, forestry or otherwise.

"Environmental Legislation" all directly enforceable laws and regulations concerning the protection of the Environment or human health including without limitation the Control of Substances Hazardous to Health Regulations 1988 the Water Act 1989 the Control of Pollution (Amendment) Act 1990 the Environmental Protection Act (as defined below) the Town and Country Planning Act 1990 the Planning (Hazardous Substances) Act 1990 the Water Industry Act 1991 the Water Resources Act 1991 the Environment Act 1995 the Pollution Prevention and Control Act 1999 and the Contaminated Land (England) Regulations 2000 and all directly enforceable regulations and orders made pursuant to the above laws and regulations from time to time in force.

"Environmental Protection" the Environmental Protection Act 1990 (as

Act"

amended by the Environment Act 1995).

"Hazardous Material"

any natural or artificial substance (whether solid liquid or gas) which alone or in combination with any other substance is capable of causing harm to man or is damaging to the Environment or any substance (including but not limited to 'controlled waste' within the meaning of Section 75 of the Environmental Protection Act) including but not limited to any substance:

- (a) the presence of which may or does require Remedial Action to be undertaken under Environmental Legislation; or
- (b) which is controlled or regulated under any Environmental Legislation for the protection of the Environment (including without limitation substances the presence of which causes or threatens to cause a nuisance whether private or public or a statutory nuisance within the meaning of Section 79 of the Environmental Protection Act); or
- (c) the presence of which on adjacent properties could or does constitute a trespass by the Tenant; or
- (d) which may at any time cause or constitute pollution of or harm to the Environment or harm to human health or detriment to the amenities of the locality; or
- (e) which is otherwise poisonous, noxious, toxic, explosive, corrosive, radioactive, carcinogenic or mutagenic; or
- (f) without limitation which contains polychlorinated biphenyls, asbestos or urea formaldehyde foam insulation.

"Remedial Action"

action to prevent, rectify, remediate, remove, treat, clean up contain, mitigate or render harmless Contamination (including for the avoidance of doubt any damage or other adverse consequence arising by virtue of the presence of Contamination).

2. Environmental Matters

- 2.1. the Landlord and the Tenant (in its capacity only as the undertaker or procurer of the Bridge Works) acknowledges that the provisions of this lease shall be interpreted on the basis that the intention of the parties is that the Tenant shall be solely responsible for all Contamination where and to the extent that it:

- 2.1.1. arises from; or
- 2.1.2. is contributed to; or
- 2.1.3. is mobilised by;

the carrying out of the Bridge Works and/or the exercise of the Rights and/or the Temporary Rights (whether or not any constituent or part of the Contamination was present prior to the date of this agreement).

- 2.2. Without prejudice to the generality of paragraph 1, the Landlord and the Tenant further acknowledge that this agreement is made with the intention that any Competent Authority serving any notice or seeking to recover any costs in respect of any Remedial Action relating to Contamination which is the responsibility of the Tenant pursuant to paragraph 2.1 (whether in connection with the Bridge Works and/or the exercise of the Rights and/or the Temporary Rights) shall give effect to this agreement pursuant to the guidance (including without limitation the statutory guidance) issued under Part 2A of the Environmental Protection Act statutory guidance April 2012 and any similar guidance (whether statutory or non-statutory) issued in relation to this or any other legislation under which similar responsibilities may be imposed.
- 2.3. It is also intended that in the absence of such guidance any Competent Authority should have regard to this agreement in considering how to exercise any discretion available to it or how to make any relevant determination.
- 2.4. Upon written request from the Landlord, the Tenant agrees to disclose this Schedule to any Competent Authority that has taken or is threatening or is reasonably likely to take Remedial Action relating to Contamination which is the responsibility of the Tenant pursuant to paragraph 2.1 in order so that such authority can see the agreement between the Landlord and the Tenant as to the allocation of responsibility for Contamination between the Landlord and the Tenant as set out in this lease.
- 2.5. The Tenant shall in exercising the Rights and/or the Temporary Rights and/or carrying out the Bridge Works:
 - 2.5.1. ensure that (a) no Hazardous Material leaks, spills or discharges on to the Landlord's Land and (b) no Contamination of the Landlord's Land occurs as a result of the carrying out of the Bridge Works or the exercise of the Rights and/or the Temporary Rights or any other activity carried out by the Tenant pursuant to the terms of this lease;
 - 2.5.2. procure that where any Contamination has been caused or exacerbated by the carrying out of the Bridge Works or the exercise of the Rights and/or the Temporary Rights or any other activity carried out by the Tenant pursuant to the terms of this lease it will make good or otherwise to immediately take Remedial Action in respect of the same to the reasonable satisfaction of the Landlord and (where appropriate) any Competent Authority;
 - 2.5.3. not carry out or cause to be carried out upon the Landlord's Land any activity the carrying out of which is contrary to Environmental Legislation; and

2.5.4. keep the Landlord indemnified against any Liability reasonably arising from any direct breach of the terms of this Schedule.

This Lease is executed as a deed between the parties.

Executed as a Deed

(but not delivered until the date hereof)

by affixing the common seal of

CANAL & RIVER TRUST acting as

Trustee of the Waterways Infrastructure Trust

in the presence of: **KATEDUNWOODIE**

Authorised Signatory



Executed as a Deed

(but not delivered until the date hereof) by affixing the common seal of the **MAYOR AND**

BURGESSES OF THE LONDON BOROUGH

OF ENFIELD in the

presence of:

.....

Authorised signatory

Annexure 1

Plans:

"Plan 1"

"Plan 2"

"Plan 3"

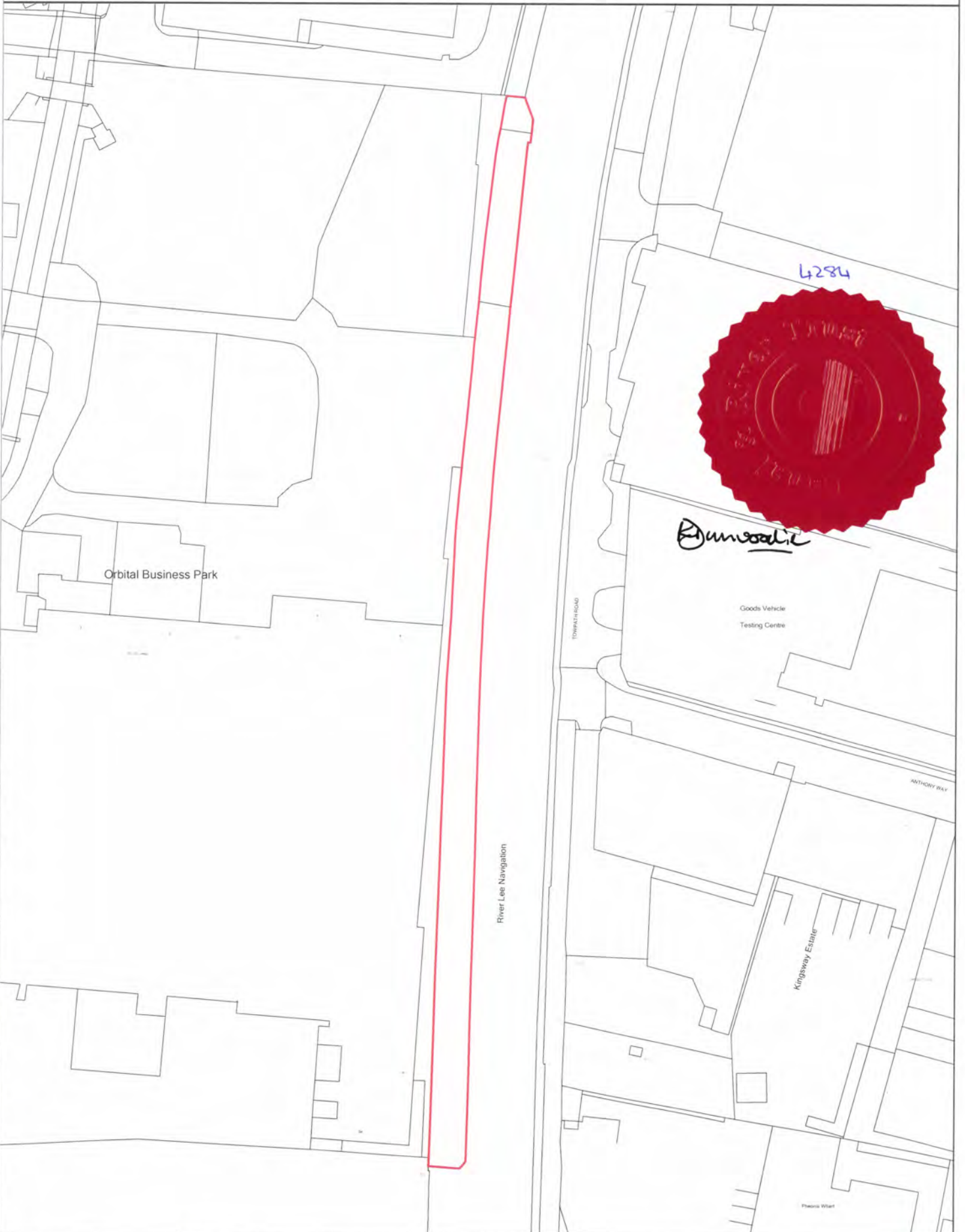
"Plan 4"

"Bridge Plans numbered 1 to 3 (inclusive) prepared by Karakusevic Carson Architects May 2020 (MWSIW_APP1_02 REV02)"

"Landlord's Land"

"Council's Land Plan"

PLAN 1 – ACQUISITION LAND

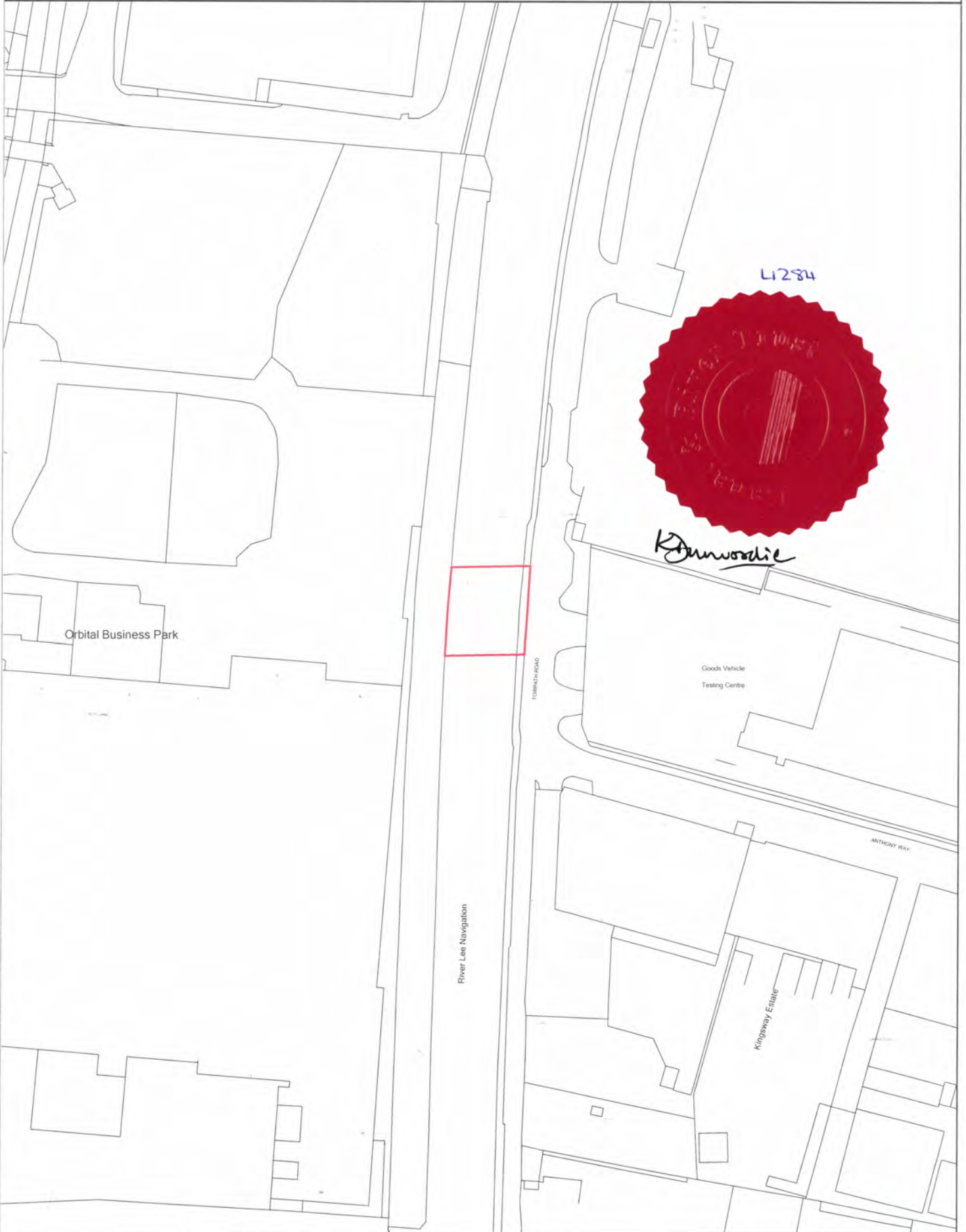


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Scale - 1:1250
Paper Size - A4
Date - 17 Feb 2021
Map Produced By Asset
Information Team/FH



PLAN 2 – BRIDGE LEASE



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PLAN 3 – RIGHTS LAND

4284



Dunwoode

Orbital Business Park

Goods Vehicle
Testing Centre

TOWPATH ROAD

ANTHONY WAY

River Lee Navigation

Kingsway Estate

Pepper Wharf

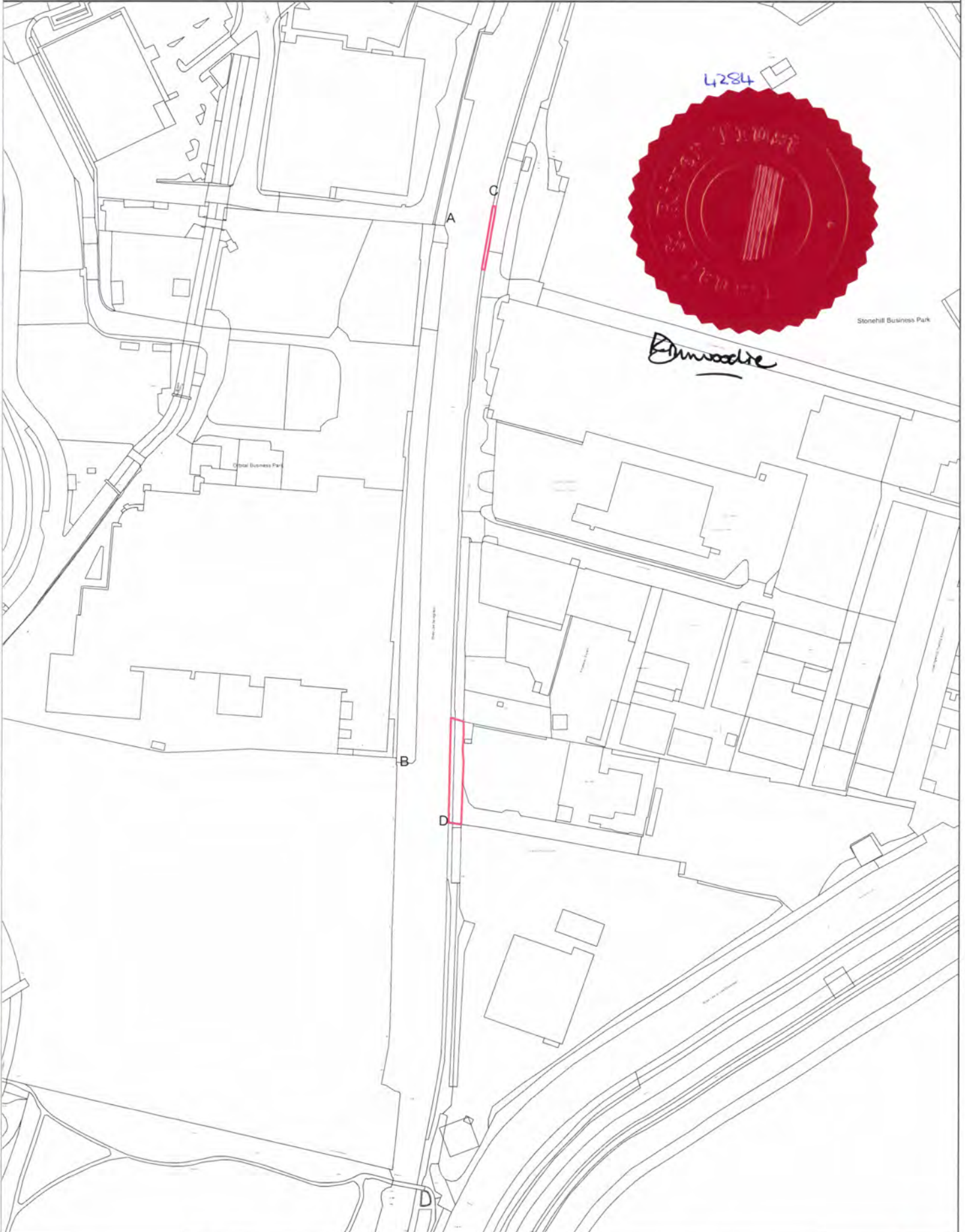
Edmonton Wharf

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PLAN 4 – RESTRICTION LAND



Scale - 1:2500
Paper Size - A4
Date - 17 Feb 2021
Map Produced By Asset
Information Team/FH



MERIDIAN WATER

STRATEGIC INFRASTRUCTURE WORKS

BRIDGE PLANS PART 1 OF 3

MWSIW_APP1_02 REV02

MAY 2020

Report produced by
Karakusevic Carson Architects

With
Periscope ARUP

ENFIELD
CLASSICAL



MWSIW_APP1_02 Bridge Plans

Drawing No	Title	Scale	Size	Status
382-KCA-P1-00-DR-A-1101-P	Bridge B1 - Deck Level Plan	1:200	A1	For Approval
382-KCA-P1-00-DR-A-1102-P	Bridge B1 - Abutment Level Plan	1:200	A1	For Approval
382-KCA-P1-01-DR-A-1103-P	Bridge B2 / B4 - Deck Level Plan	1:200	A1	For Approval
382-KCA-P1-00-DR-A-1104-P	Bridge B2 / B4 - Abutment Level Plan	1:200	A1	For Approval
382-KCA-P1-01-DR-A-1105-P	Bridge B5 - Deck Level Plan	1:200	A1	For Approval
382-KCA-P1-00-DR-A-1106-P	Bridge B5 - Abutment Level Plan	1:200	A1	For Approval
382-KCA-P1-XX-DR-A-2101-P	Bridge B1 - Section AA	1:50	A1	For Approval
382-KCA-P1-XX-DR-A-2102-P	Bridge B1 - Section BB	1:50	A1	For Approval
382-KCA-P1-XX-DR-A-2105-P	Bridge B2/B4 - Section AA	1:50	A1	For Approval
382-KCA-P1-XX-DR-A-2106-P	Bridge B2/B4 - Section BB	1:50	A1	For Approval
382-KCA-P1-XX-DR-A-2107-P	Bridge B2/B4 - Section CC	1:50	A1	For Approval
382-KCA-P1-XX-DR-A-2109-P	Bridge B5 - Section AA	1:50	A1	For Approval
382-KCA-P1-XX-DR-A-2110-P	Bridge B5 - Section BB	1:50	A1	For Approval
382-KCA-P1-XX-DR-A-3101-P	Bridge B1 - South Elevation	1:100/1:50	A1	For Approval
382-KCA-P1-XX-DR-A-3102-P	Bridge B1 - North Elevation	1:100/1:50	A1	For Approval
382-KCA-P1-XX-DR-A-3103-P	Bridge B2/4 - South Elevations	1:100/1:50	A1	For Approval
382-KCA-P1-XX-DR-A-3104-P	Bridge B2/4 - North Elevations	1:100/1:50	A1	For Approval
382-KCA-P1-XX-DR-A-3105-P	Bridge B5 - Elevations	1:100/1:50	A1	For Approval
382-KCA-P1-XX-DR-A-4101-P	Bridge B1 - Detailed Elevations	Varies	A1	For Approval
382-KCA-P1-00-DR-A-4102-P	Bridge B1 - Reflected Ceiling Plan	Varies	A1	For Approval
382-KCA-P1-XX-DR-A-4103-P	Bridge B1 - Parapet Details	Varies	A1	For Approval
382-KCA-P1-XX-DR-A-4104-P	Bridge B1 - Beam Details	Varies	A1	For Approval
382-KCA-P1-XX-DR-A-4105-P	Bridge B1 - Abutment Details	Varies	A1	For Approval
382-KCA-P1-XX-DR-A-4106-P	Bridge Parapet Termination Details	Varies	A1	For Approval

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London Borough of Enfield
Civic Centre, Silver Street
Enfield EN1 3XA



GENERAL NOTES

1. THE DESIGN IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND THE CONSULTANTS.
2. THE DESIGN IS SUBJECT TO APPROVAL BY THE LOCAL AUTHORITY AND THE ENVIRONMENTAL AGENCIES.
3. THE DESIGN IS SUBJECT TO CHANGE WITHOUT NOTICE.
4. THE DESIGN IS SUBJECT TO THE LOCAL AUTHORITY'S REQUIREMENTS.
5. THE DESIGN IS SUBJECT TO THE ENVIRONMENTAL AGENCIES' REQUIREMENTS.
6. THE DESIGN IS SUBJECT TO THE CLIENT'S REQUIREMENTS.
7. THE DESIGN IS SUBJECT TO THE CONSULTANTS' REQUIREMENTS.
8. THE DESIGN IS SUBJECT TO THE LOCAL AUTHORITY'S REQUIREMENTS.
9. THE DESIGN IS SUBJECT TO THE ENVIRONMENTAL AGENCIES' REQUIREMENTS.
10. THE DESIGN IS SUBJECT TO THE CLIENT'S REQUIREMENTS.
11. THE DESIGN IS SUBJECT TO THE CONSULTANTS' REQUIREMENTS.
12. THE DESIGN IS SUBJECT TO THE LOCAL AUTHORITY'S REQUIREMENTS.
13. THE DESIGN IS SUBJECT TO THE ENVIRONMENTAL AGENCIES' REQUIREMENTS.
14. THE DESIGN IS SUBJECT TO THE CLIENT'S REQUIREMENTS.
15. THE DESIGN IS SUBJECT TO THE CONSULTANTS' REQUIREMENTS.

NO.	DESCRIPTION	DATE
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2	FOR APPROVAL	15/09/20
3	FOR APPROVAL	15/09/19

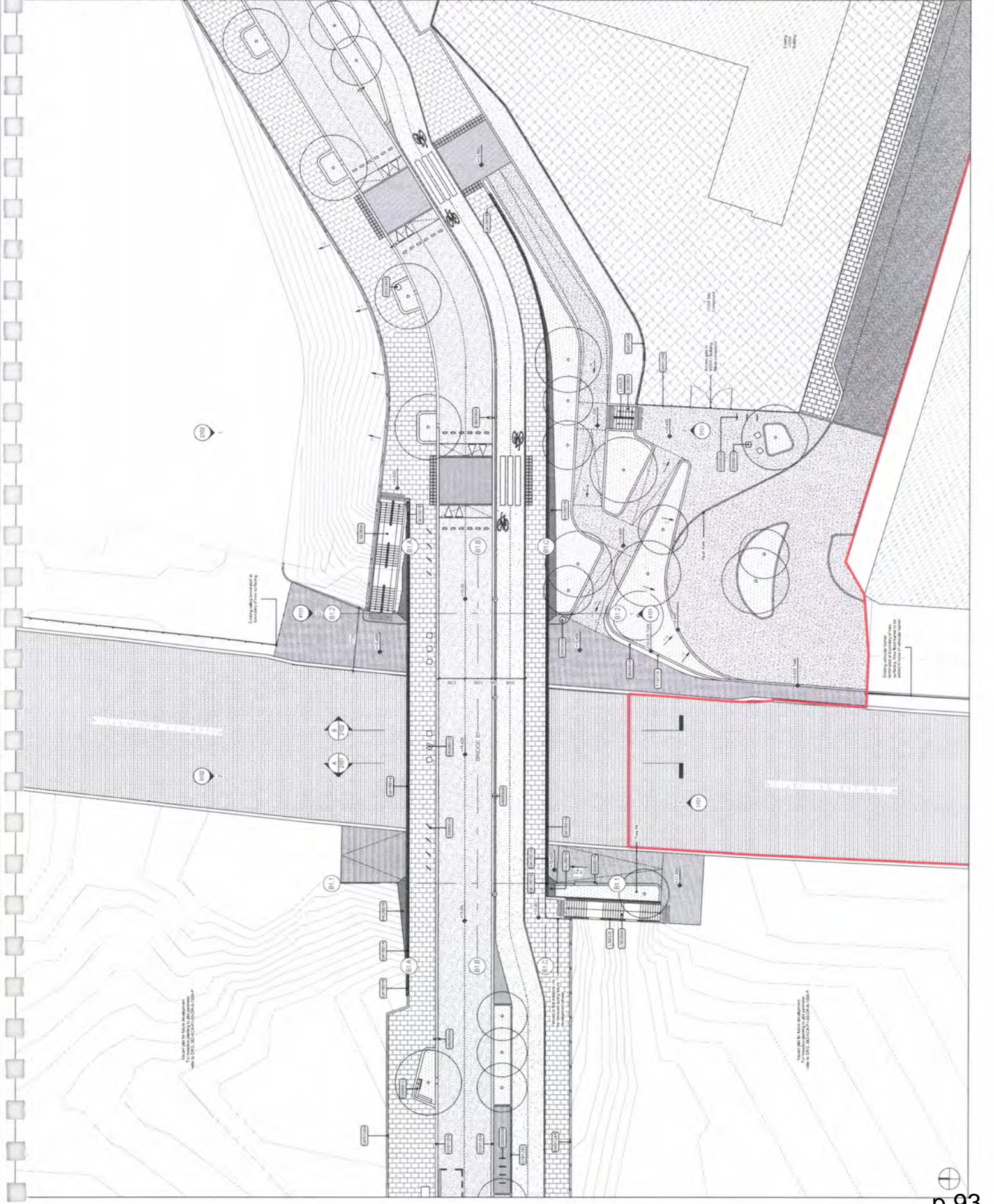
NO.	DESCRIPTION	DATE
1	DESIGN	15/09/20
2	FOR APPROVAL	15/09/20
3	FOR APPROVAL	15/09/19

Korokusevic Carson Architects
The Moor and Factory
100 Leake Street
London E1 1AA

Mendian Water Strategic Infrastructure Works (MMSIW)

Bridge B1 - Lee Navigation - Deck
Level Plan

382-KCA-P1-01-DR-A-1101-p 2
FOR APPROVAL
15/09/20
15/09/19

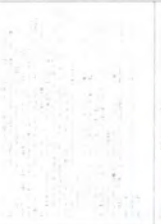




London Borough of Enfield
 Civic Centre Silver Street
 Enfield EN1 3VA



DATE: 11/01/2018
 TIME: 10:00 AM
 DRAWN BY: [Name]
 CHECKED BY: [Name]



NO.	DESCRIPTION	DATE
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2	ISSUED FOR PERMIT	11/01/2018
3	ISSUED FOR PERMIT	11/01/2018
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7	ISSUED FOR PERMIT	11/01/2018
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10	ISSUED FOR PERMIT	11/01/2018

Project Name: [Name]
 Project No: [Number]
 Client: [Name]
 Location: [Address]

Korokusevic Corson Architects
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Mendian Water Strategic Infrastructure Works (MWSW)

Bridge B1 - Lee Navigation -
 Abutment Level Plan

382-KCA-P1-00-DR-A-1102-P 2

FOR APPROVAL





London Borough of Enfield
Civic Centre, Silver Street
Enfield EN1 3JA



DATE: 15/05/2020
DRAWN: [Name]
CHECKED: [Name]
APPROVED: [Name]



NO.	DESCRIPTION
1	EXISTING STRUCTURE
2	PROPOSED STRUCTURE
3	PROPOSED INFRASTRUCTURE
4	PROPOSED ABUTMENT LEVEL

Korokusevic Corson Architects
100, The Quadrant, London, W1R 0AS
Tel: 020 7424 1234
www.korokuseviccorson.com

Mendian Water Strategic Infrastructure Works (MWSIW)

Bridge B2/4 - Pymmes Brook North /
Salmons Brook - Abutment Level
Plan

382-KCA-F1-00-DR-A-1104-P 2

FOR APPROVAL



London Borough of Enfield
Civic Centre, Silver Street
Enfield EM1 3VA

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Korokusevic Corison Architects
100, The Works Road
London, E16 6JG

Mendon Water Strategic Infrastructure Works (MWSIW)

Bridge B5 - Pymmes Brook South - Abutment Level Plan

382-KCA-P1-00-DR-A-1105-p 2

FOR APPROVAL

1 2024.04.11
2 2024.04.11





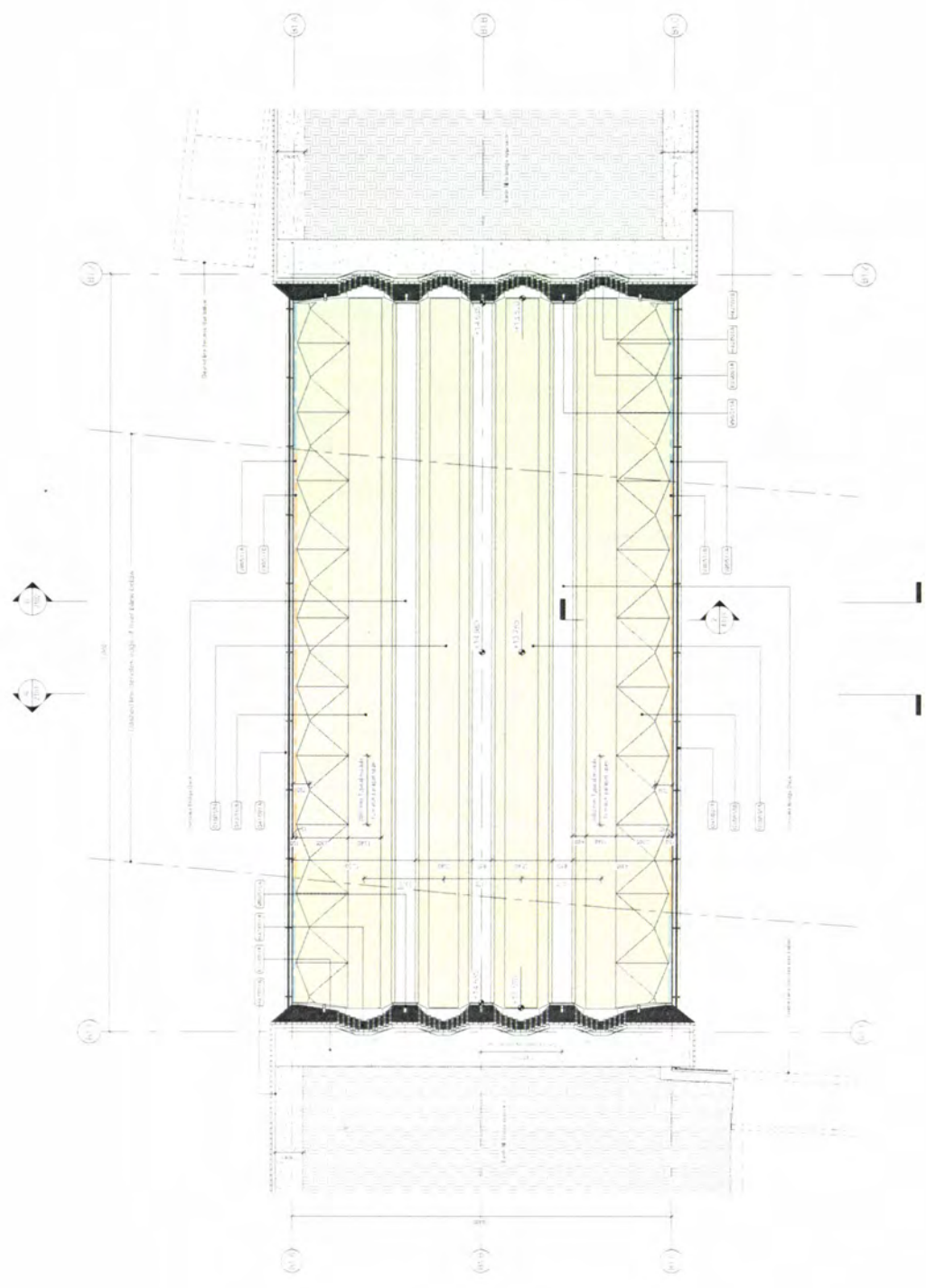
London Borough of Enfield
Civic Centre, Silver Street
Enfield, EN1 3XA

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Korokusevic Carson Architects
100-102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

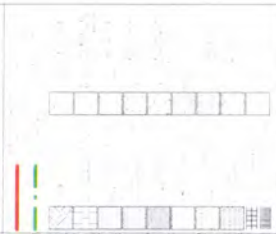
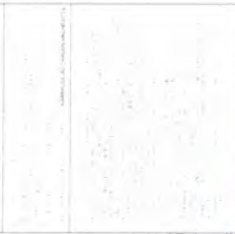
Meredian Water Strategic Infrastructure Works (MWSIW)
London Borough of Enfield
Civic Centre, Silver Street
Enfield, EN1 3XA

Bridge B1 Reflected Ceiling Plan
382-KCA-P1-00-DR-A-102-P 2
FOR APPROVAL
10/01/2014 10/01/2014
10/01/2014 10/01/2014





London Borough of Enfield
Civic Centre, Seven Street
Enfield EN1 3YA



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Karakusevic-Carson Architects
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Meridian Water Strategic Infrastructure Works (MWSIW)
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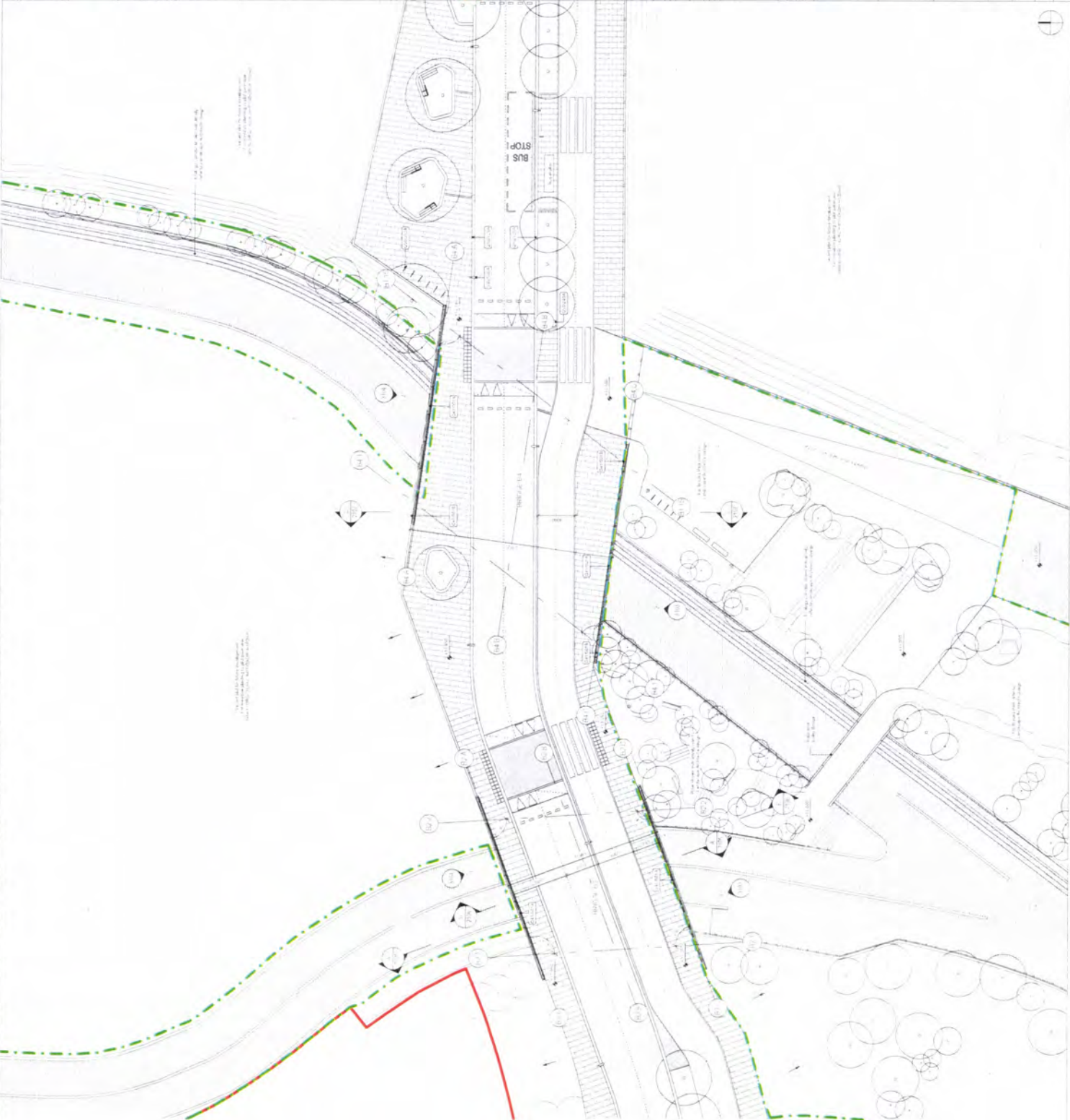
Bridge 624 - Pymmes Brook North /
Salmon's Brook - Deck Level Plan

382-KCA-P1-01-DR-A-1103-P 2

FOR APPROVAL

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London Borough of Enfield
 Civic Centre Sayer Street
 Enfield EN1 3XA

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Korokusevic Carson Architects
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Mendian Water Strategic
 Infrastructure Works (MWSW)

Bridge B5 - Pymmes Brook South -
 Deck Level Plan

382-KCA-P1-01-DR-A-1105-P | 2

FUR APPROVAL

TAB: JAC
 DATE: 15/08/21



London Borough of Enfield
 Grand Water Street
 Enfield EN1 3PA

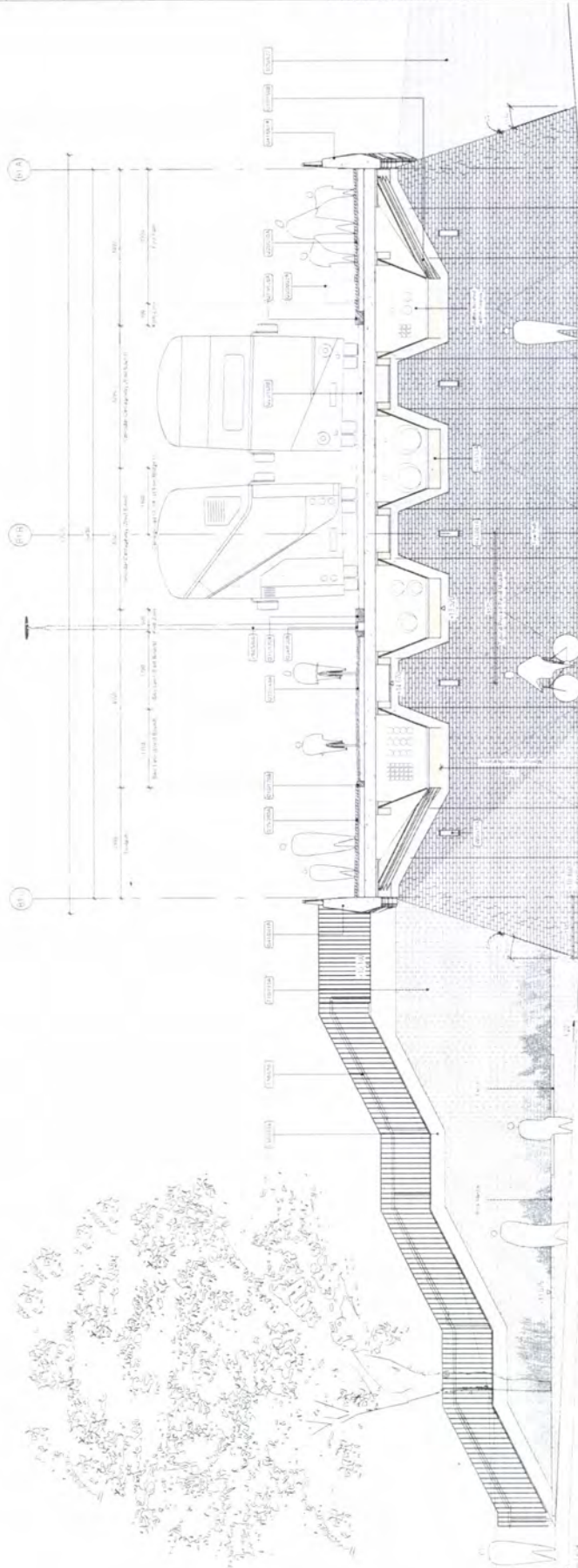
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PROJECT:	Lee Navigation Bridge A-A
NO.:	01

Korokusevic Corison Architects
 100 Broad Street
 London EC2A 4JW
 Tel: 020 7424 2100
 Fax: 020 7424 2101
 www.korokusevic.com

Meridian Water Strategic Infrastructure Works (MWSIW)

Bridge B1 - Lee Navigation - Section A-A

PROJECT NO.	362-KC-MP1-XX-DR-A-2101P	2
FOR APPROVAL		
DATE	14.12.2010	
BY	W. B.	
CHECKED BY	W. B.	



(A) Bridge B1 Section A-A
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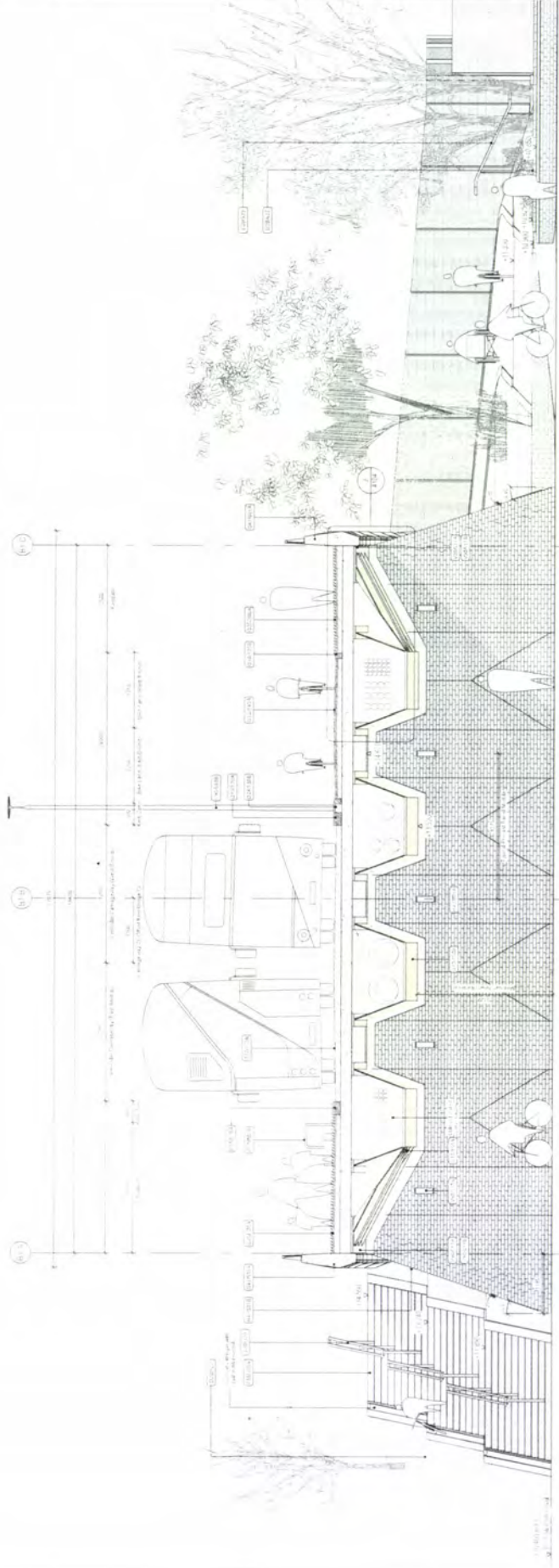


London Borough of Enfield
 Civic Centre, Silver Street
 Enfield, EN1 3JA



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Kerokusevic Corson Architects	
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Meridian Water Strategic Infrastructure Works (MWSIW)	
Bridge B1 - Lees Navigation - Section B-B	
382-KCA-F1-KK-DR-A-2102-P 2	
FOR APPROVAL	
DATE	13/01/11
BY	J. B. B. A. I.
CHECKED BY	A. J. B. C. D. E.



(B) Bridge B1 Section B-B
 1/100

WATER

STRATEGIC INFRASTRUCTURE WORKS

BRIDGE PLANS

PART 2 OF 3

MWSIW_App1_02 REV02

MAY 2020

Prepared by:

Korakusevic Carson Architects

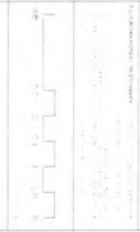
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Pertiscope ARUP

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382 KCA P1-00-DR-A-1102-P	Bridge B1 - Abutment Level Plan	1:200	A1	For Approval	0	2			
382 KCA P1-01-DR-A-1103-P	Bridge B2 / B4 - Deck Level Plan	1:200	A1	For Approval	0	2			
382 KCA P1-00-DR-A-1104-P	Bridge B2 / B4 - Abutment Level Plan	1:200	A1	For Approval	0	2			
382 KCA P1-01-DR-A-1105-P	Bridge B5 - Deck Level Plan	1:200	A1	For Approval	0	2			
382 KCA P1-00-DR-A-1106-P	Bridge B5 - Abutment Level Plan	1:200	A1	For Approval	0	2			
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382 KCA P1-XX-DR-A-2106-P	Bridge B2/B4 - Section BB	1:50	A1	For Approval	0	2			
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382 KCA P1-XX-DR-A-2109-P	Bridge B5 - Section AA	1:50	A1	For Approval	0	2			
382 KCA P1-XX-DR-A-2110-P	Bridge B5 - Section BB	1:50	A1	For Approval	0	2			
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382 KCA P1-XX-DR-A-4106-P	Bridge Parapet Termination Details	Varies	A1	For Approval	0	2			



London Borough of Enfield
 Crayke Street
 Enfield EN1 3YA



NO.	DESCRIPTION	DATE
1	PRELIMINARY DESIGN	15/05/18
2	FINAL DESIGN	15/05/18
3	CONSTRUCTION	15/05/18

Korokusevic Carson Architects
 100 Kingsway
 London WC2B 6AF

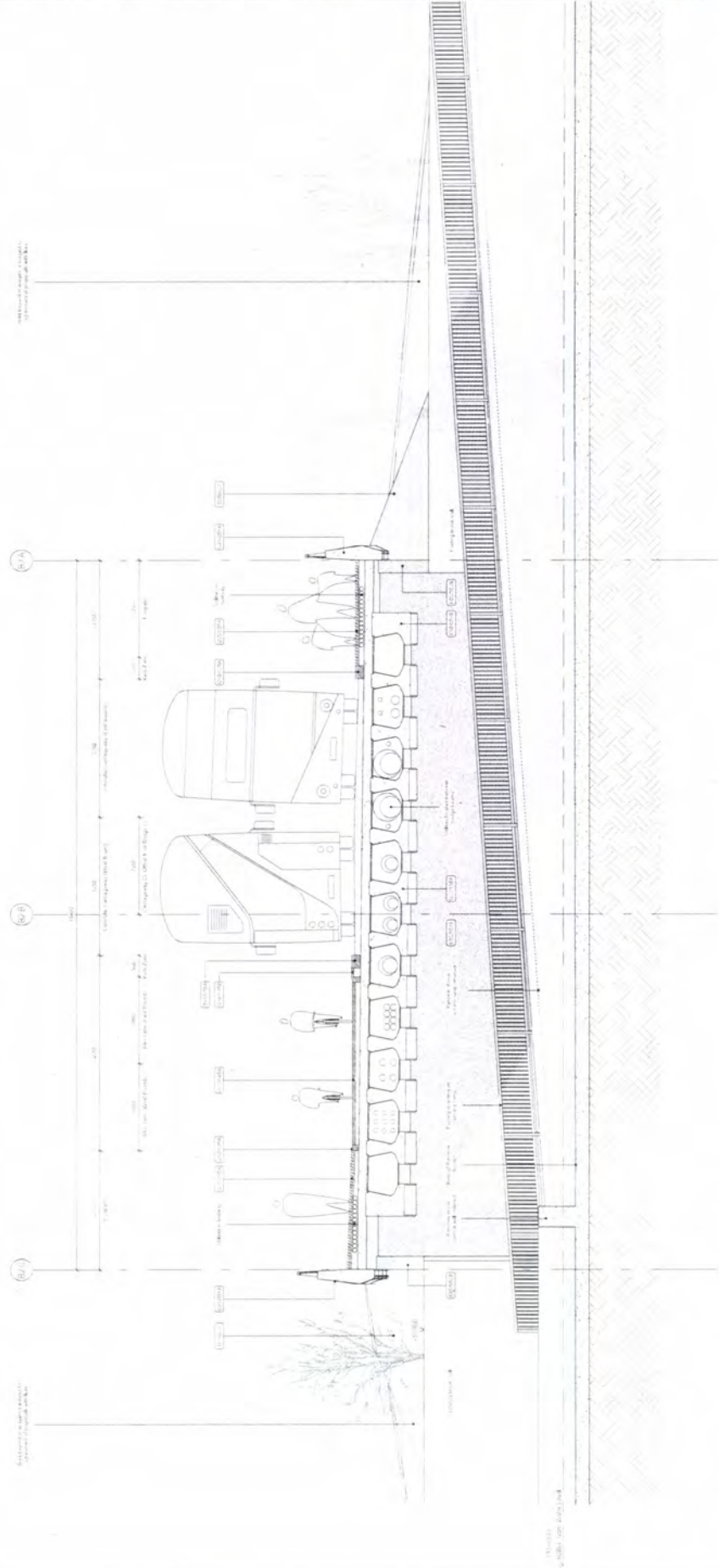
Merton Water Strategic Infrastructure Works (MWSIW)
 100 Kingsway
 London WC2B 6AF

Bridge B2 - Pymmes Brook North /
 Salmons Brook - Section A-A

382-KCA-P1-XX-DR-A2105.p 2

FOR APPROVAL

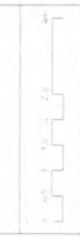
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BY	JK
CHECKED	JK
DATE	15/05/18



(A) Bridge B2 Section A-A
 15/05/18



London Borough of Enfield
 Civic Centre Silver Street
 Enfield EM1 3XA



REVISIONS

NO.	DATE	DESCRIPTION
1	15/05/2018	ISSUED FOR PERMIT
2	15/05/2018	ISSUED FOR PERMIT
3	15/05/2018	ISSUED FOR PERMIT

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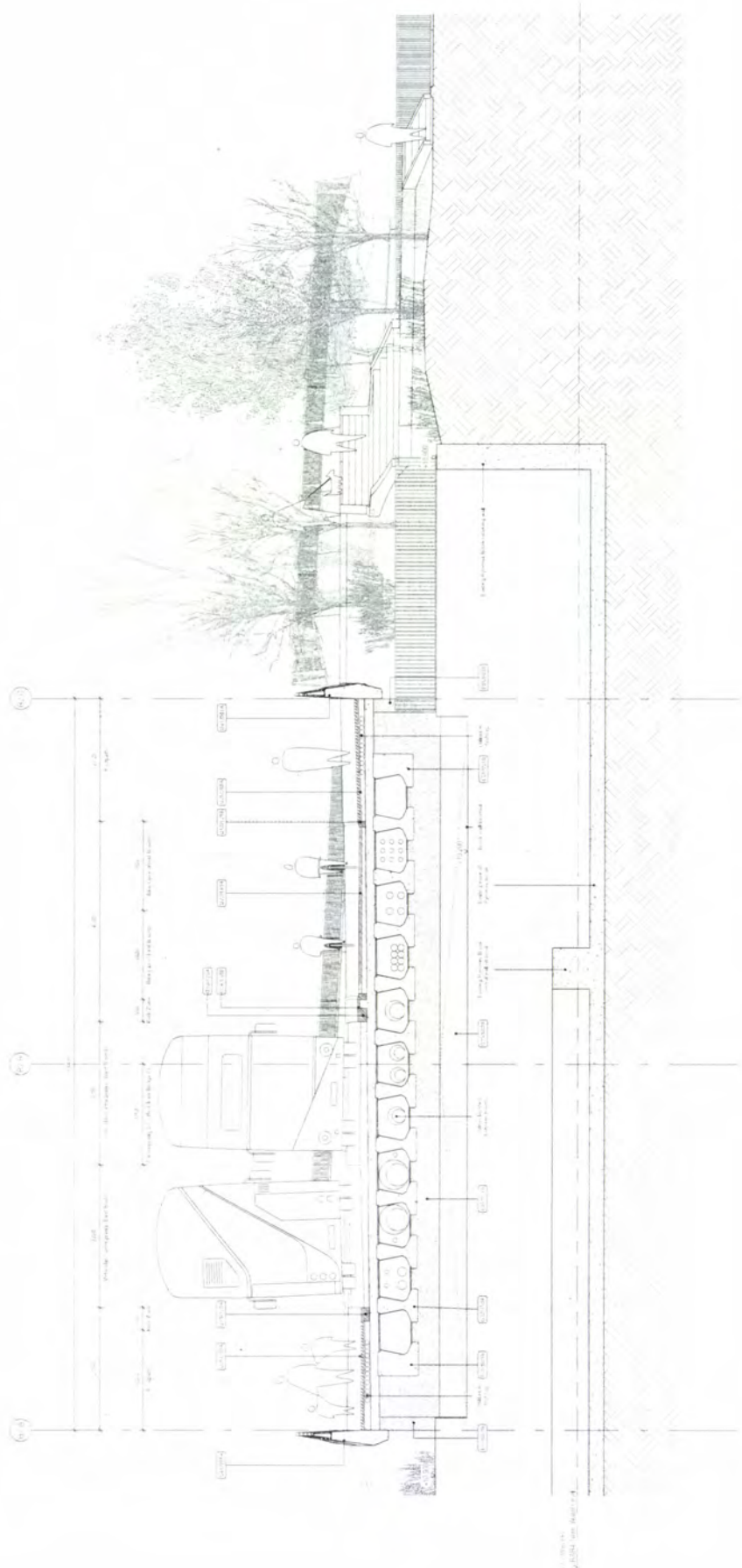
Korokusevic Carson Architects
 10001 100th Ave
 Suite 100
 Richmond, BC V6V 1K6
 Canada
 Tel: 604.273.8888
 Fax: 604.273.8889
 Email: info@korokuseviccarson.com

Mendian Water Strategic Infrastructure Works (MWSW)

Bridge B2 - Pyrites Brook North /
 Salmon Brook - Section B-B

382-KCA-P1-XX-DR-A-2106-P 2

FOR APPROVAL



(B) Bridge B2 Section B-B



London Borough of Enfield
Civic Centre Silver Street
Enfield EN1 3XA



DATE	15.02.20
BY	MM/JS
FOR	MM/JS
BY	MM/JS

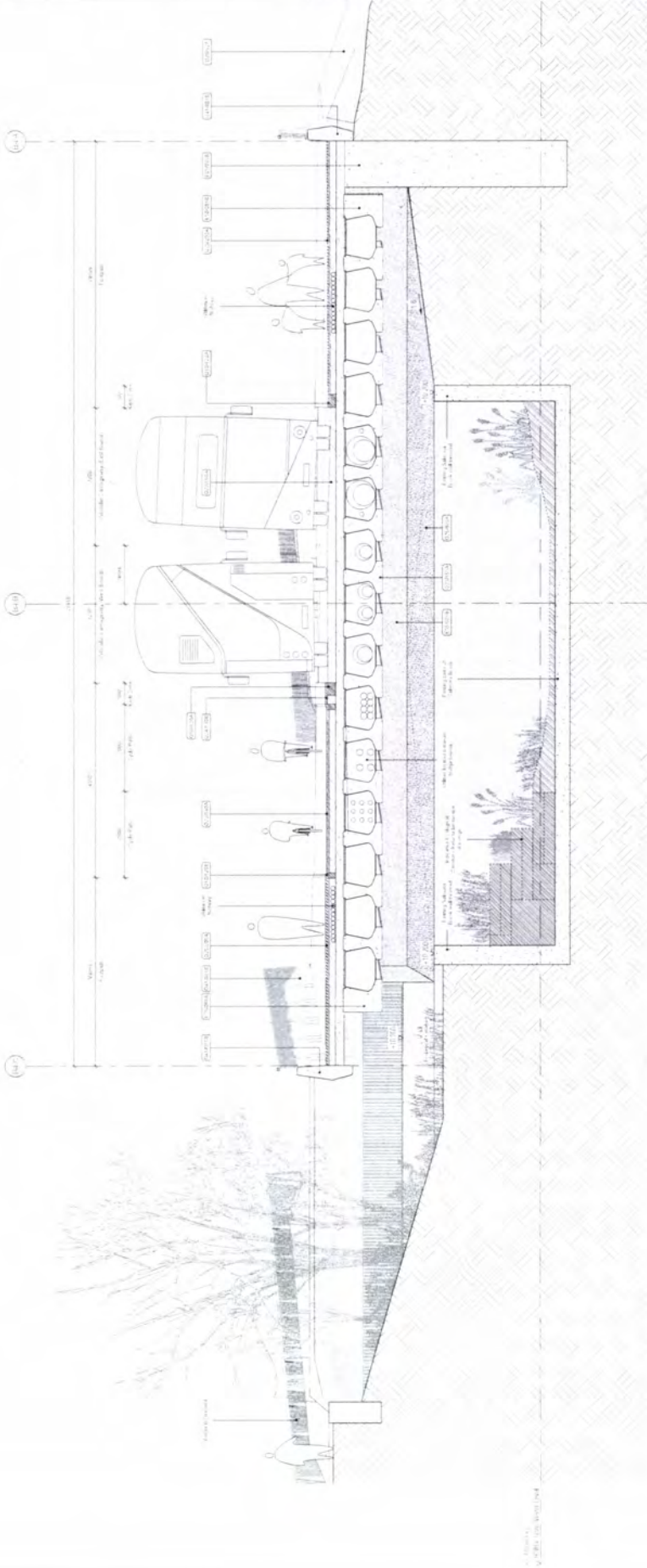
Korokusvik Corson Architects
100 City Road
London EC2A 3DU
Tel: 020 7463 2222
www.korokusvikcorson.com | 020 7463 2222

**Meridian Water Strategic
Infrastructure Works (MWSIW)**

Bridge B4 - Pymmes Brook North /
Salmons Brook - Section C-C

382-KCA-P1-K6DR-A-2107-P	2
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FOR APPROVAL	
DATE	15.02.20
BY	MM/JS
FOR	MM/JS



Salmons Brook treatment shown inductively
Refer to Landscape Architects Design

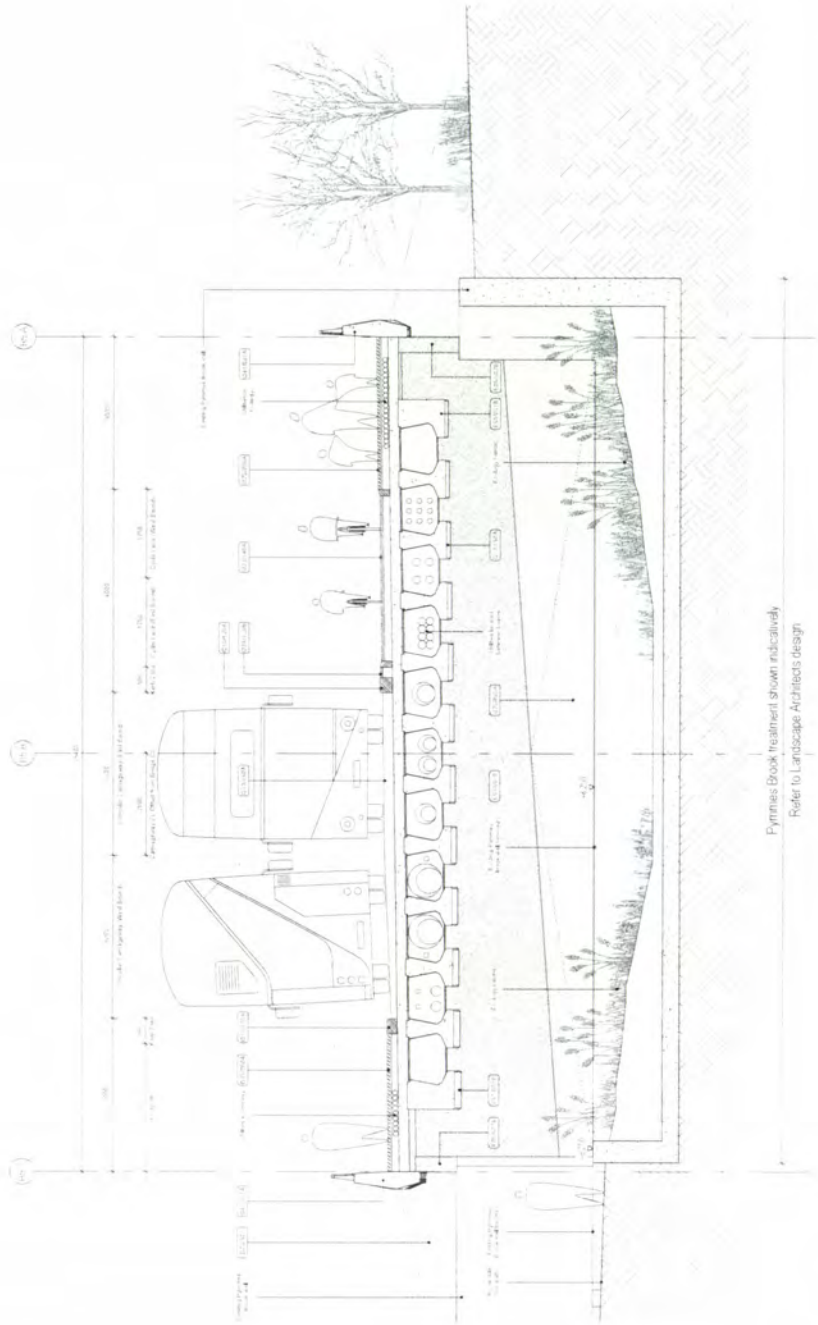
(C) Bridge B4 Section C-C
Date: 15.02.20



London Borough of Enfield
Civic Centre Silver Street
Enfield EN1 3YA

1	DATE	DESCRIPTION
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20	15/01/2010	ISSUED FOR PERMITTING

Karakusevic Carson Architects	
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Pymmes Brook Treatment shown indicatively
Refer to Landscape Architects design

(A) Bridge B5 Section A-A



London Borough of Enfield
 Civic Centre, Silver Street
 Enfield EN1 3JA



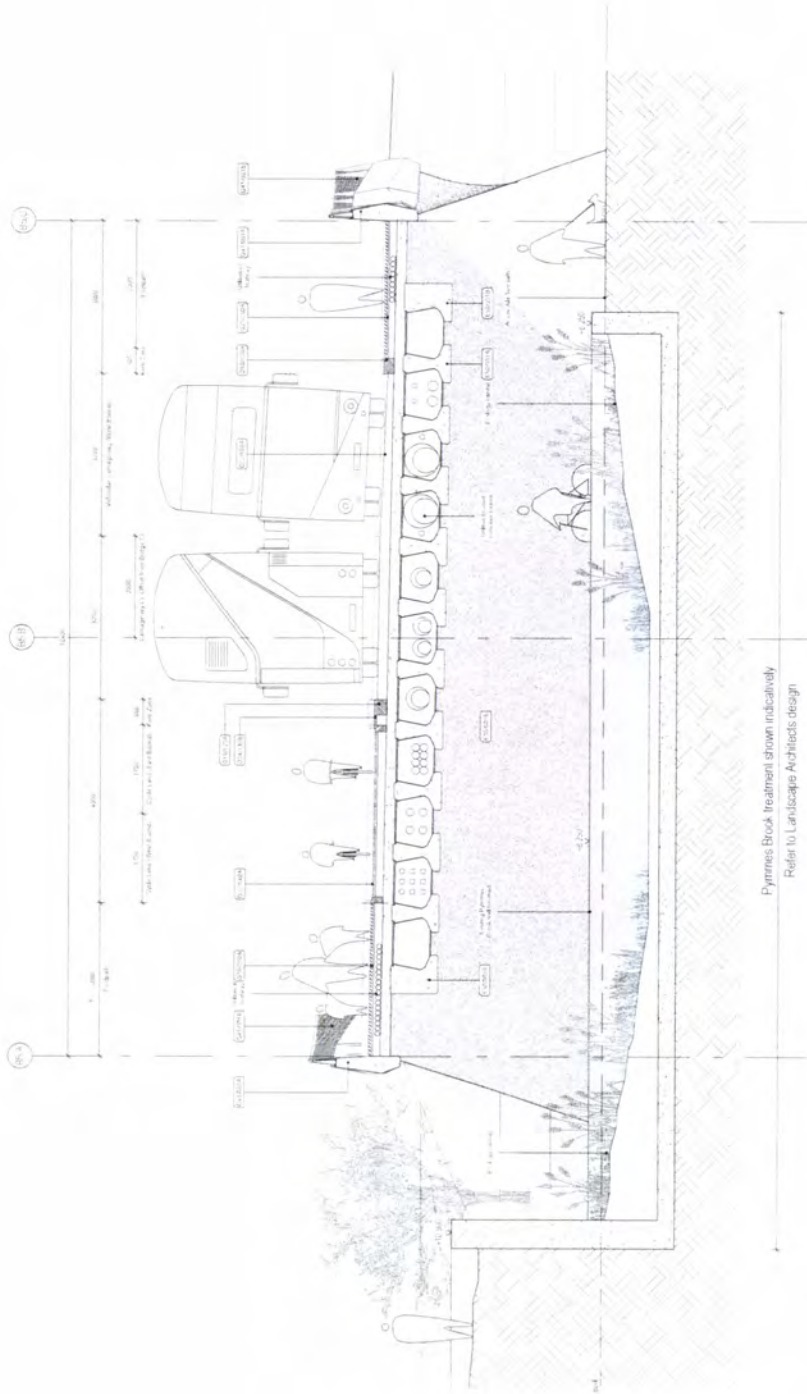
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4	APP'D	AW
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Karakusevic Carson Architects
 Ltd UK
 180-182, The Arcade, The Arcade, 180-182 The Arcade, London, EC2A 4EJ

Mendham Water Strategic Infrastructure Works (MWSIW)

Bridge B5 - Pymmes Brook South - Section B-B

382-KCA-PT-KCDR-A-2110 p 2
FOR APPROVAL
AW
AW



Pymmes Brook treatment shown indicatively
 Refer to Landscape Architects design

B Bridge B5 Section B-B
 1/10/2016



London Borough of Enfield
Civic Centre Silver Street
Enfield EN1 3XA

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Korakusevic Corson Architects

London Ltd
100, The Arcade
100, The Arcade
London EC2A 4DU

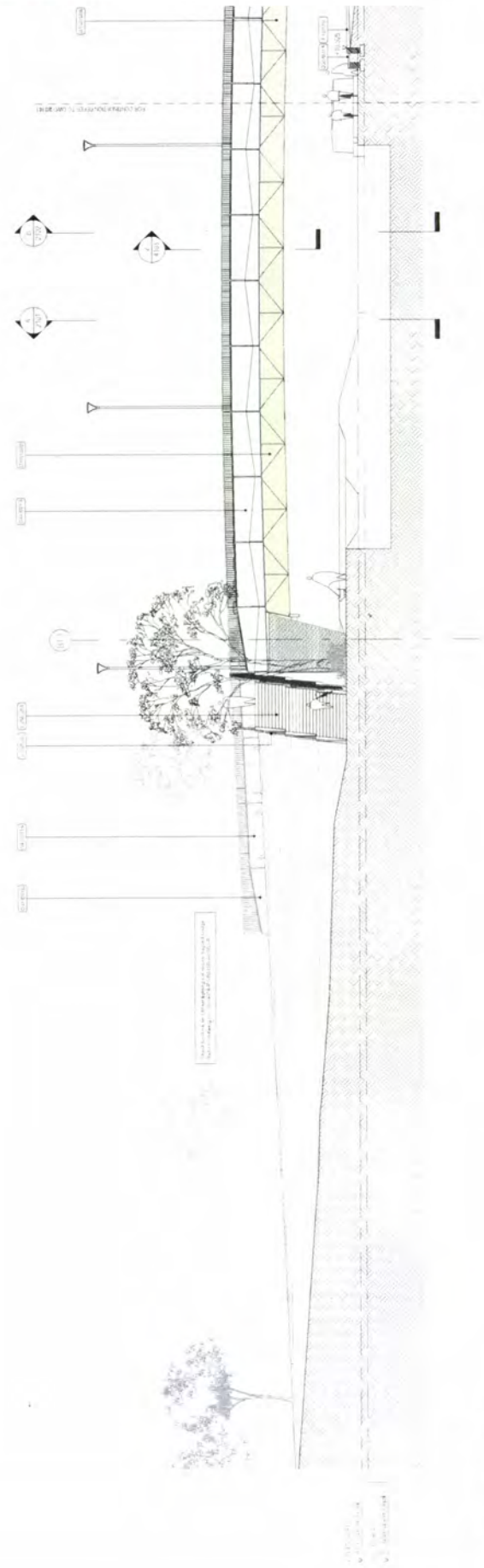
Mendian Water Strategic
Infrastructure Works (MWSIW)

Bridge B1 - South Elevation

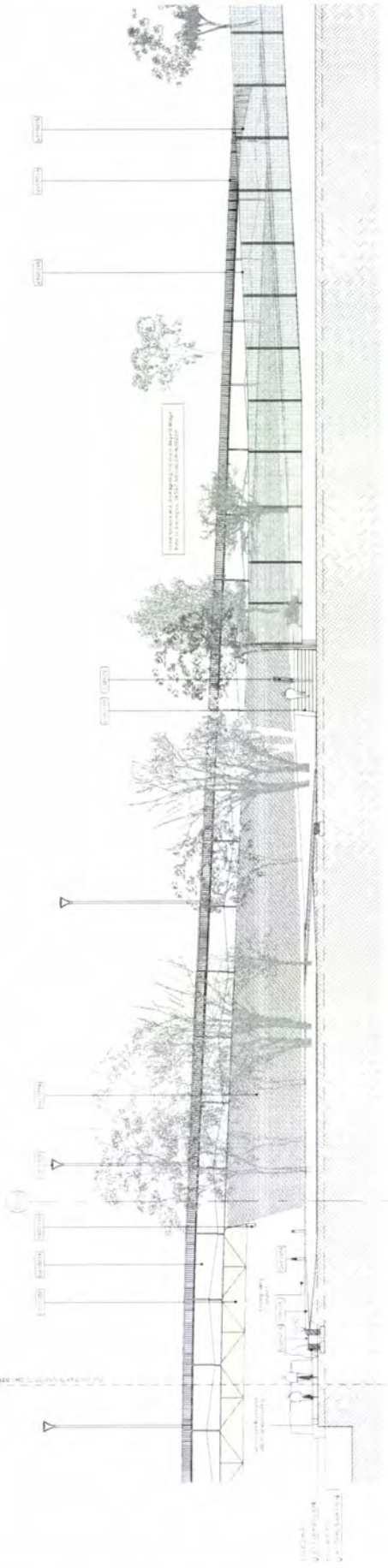
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FOR APPROVAL

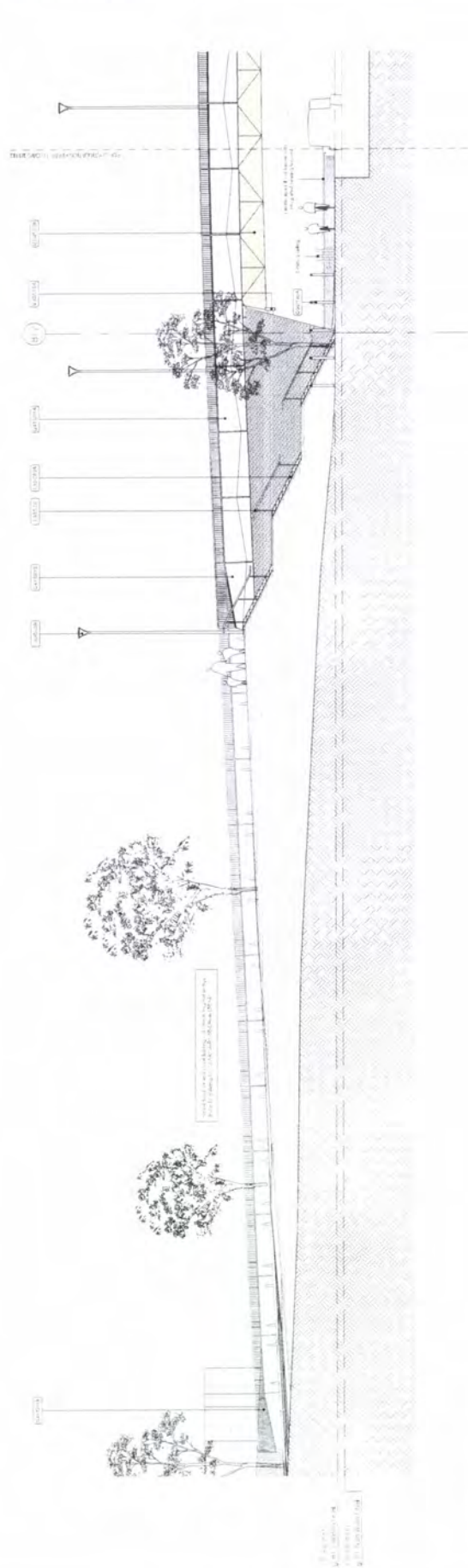
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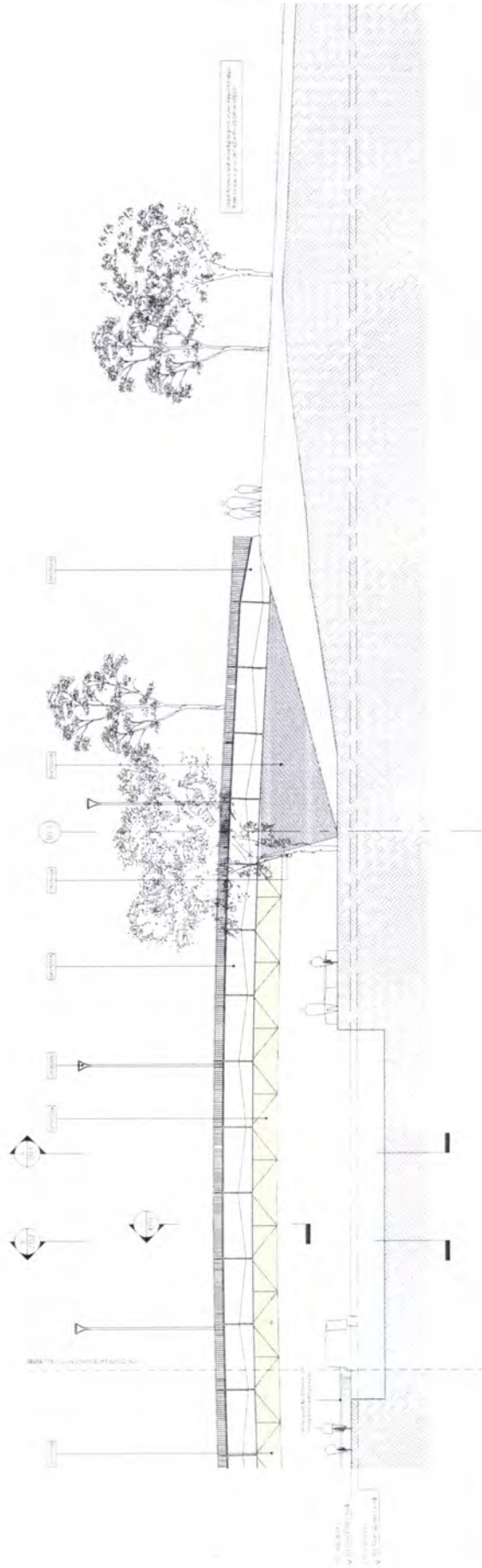
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2 | B1 South Elevation - Part 2



1) B1 North Elevation - Part 1
Date: 15/11/15



2) B1 North Elevation - Part 2
Date: 15/11/15



London Borough of Enfield
Civic Centre Silver Street
Enfield EN1 3YA

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Korokusevic Corson Architects
15/11/15
15/11/15
15/11/15
15/11/15

Mendian Water Strategic
Infrastructure Works (MWSIW)

Bridge B1 - North Elevation

382-KCA-P1-XX-DR-A-3102-P 2

FOR APPROVAL

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49	15/11/15	15/11/15	15/11/15
50	15/11/15	15/11/15	15/11/15



London Borough of Enfield
Civic Centre Silver Street
Enfield EN1 3XA

1	DATE	DESCRIPTION
2	DATE	DESCRIPTION
3	DATE	DESCRIPTION
4	DATE	DESCRIPTION
5	DATE	DESCRIPTION
6	DATE	DESCRIPTION
7	DATE	DESCRIPTION
8	DATE	DESCRIPTION
9	DATE	DESCRIPTION
10	DATE	DESCRIPTION

1	DATE	DESCRIPTION
2	DATE	DESCRIPTION
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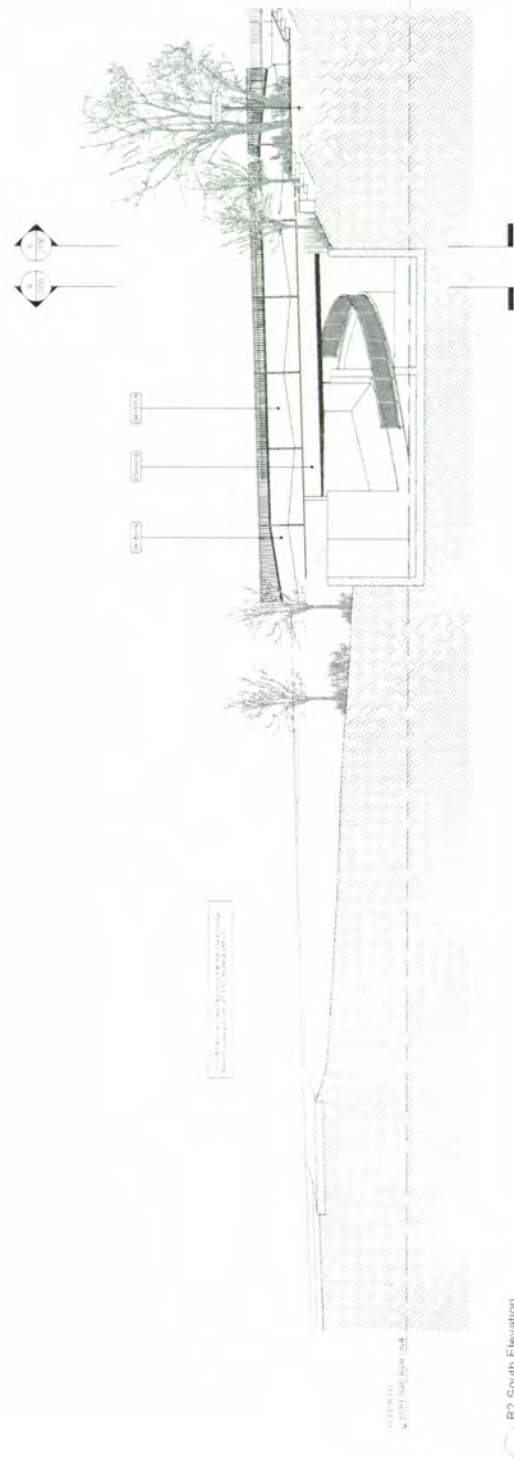
Korakusevic Curson Architects
100-102
100-102
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100-102

**Meridian Water Strategic
Infrastructure Works (MWSW)**

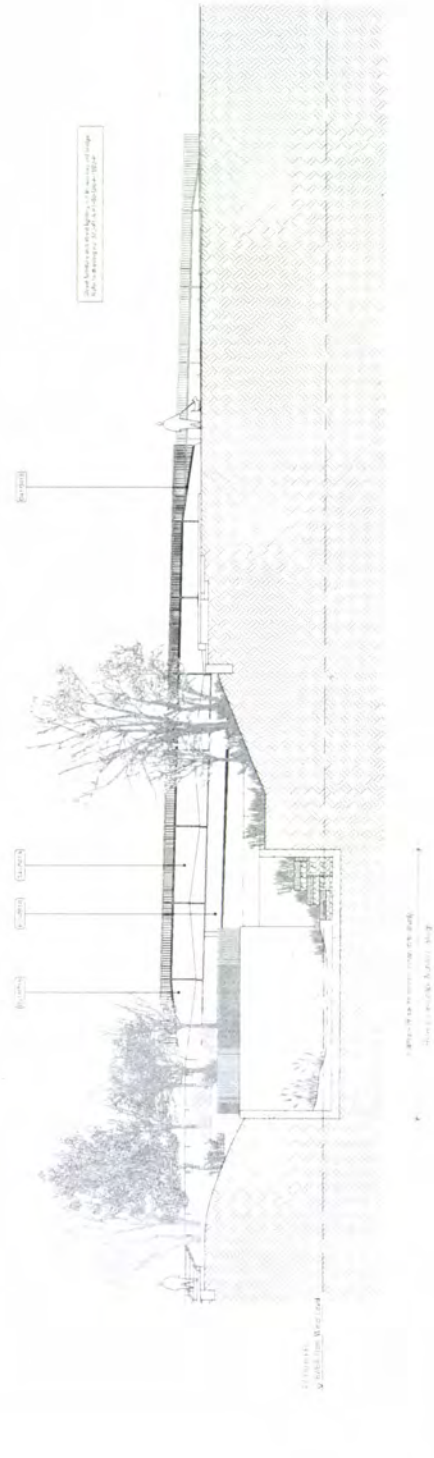
Bridge B2/B4 - South Elevations

382-KCA-P1-KX-DR-A-3103-P 2

FOR APPROVAL



1 B2 South Elevation
1:100
10/10/2023



2 B4 South Elevation
1:100
10/10/2023



London Borough of Enfield
Civic Centre Silver Street
Enfield EN1 3XA



1	1:1000	1:1000
2	1:500	1:500
3	1:250	1:250
4	1:100	1:100
5	1:50	1:50
6	1:20	1:20
7	1:10	1:10
8	1:5	1:5
9	1:2	1:2
10	1:1	1:1

1	1:1000	1:1000
2	1:500	1:500
3	1:250	1:250
4	1:100	1:100
5	1:50	1:50
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9	1:2	1:2
10	1:1	1:1

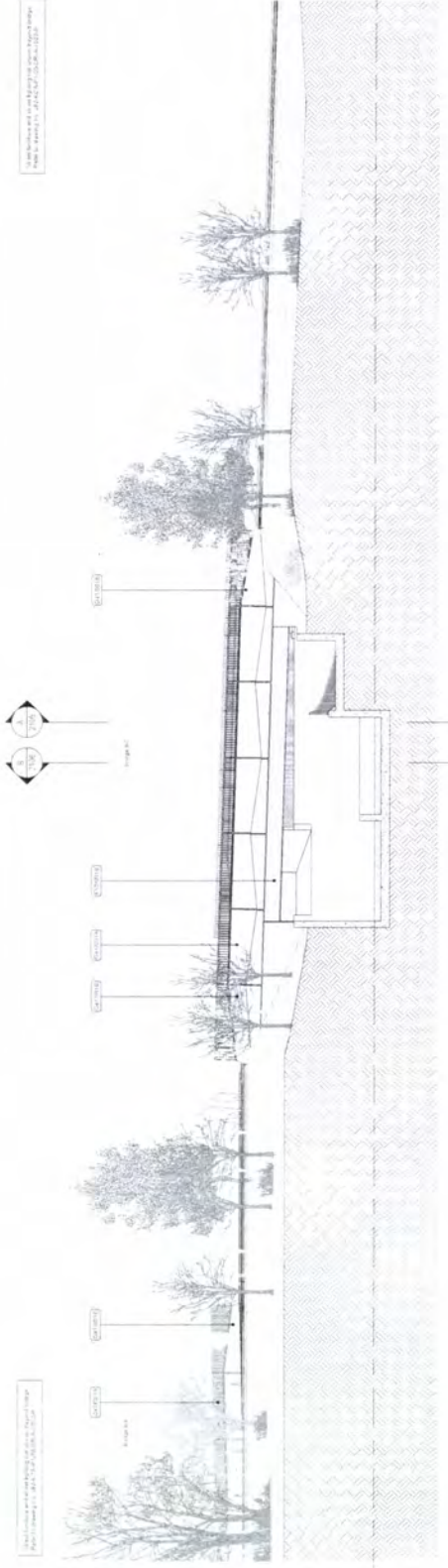
Korokusevic Carson Architects
 100, The Quadrant, London, W1R 0JH
 Tel: 020 7461 1000
 Fax: 020 7461 1001
 Email: info@korokuseviccarson.com
 Website: www.korokuseviccarson.com

Mendian Water Strategic Infrastructure Works (MWSIW)

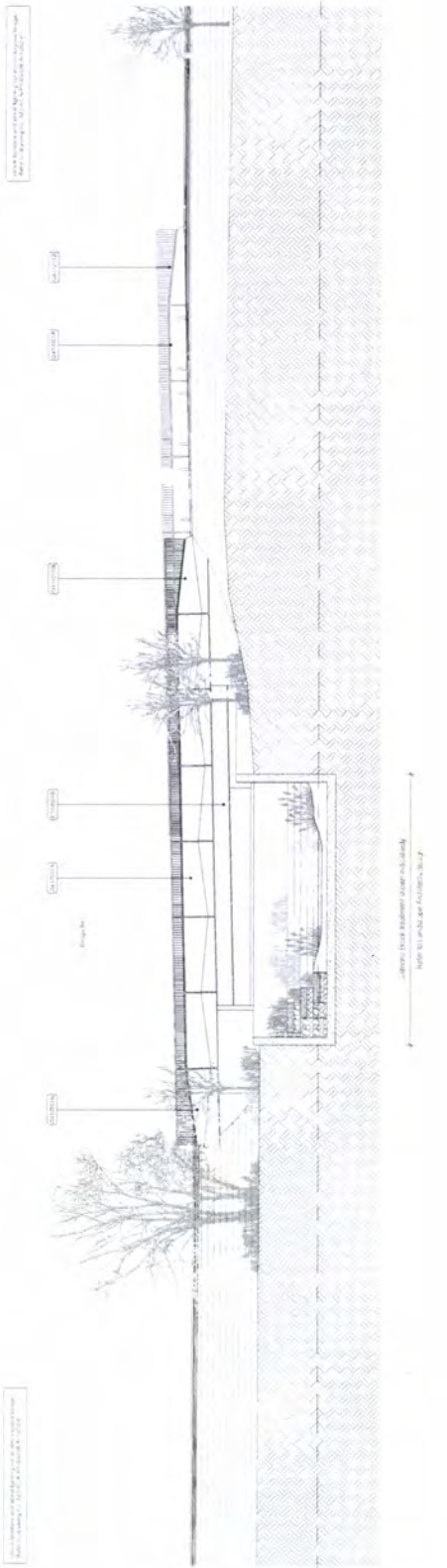
Bridge B2/B4 - North Elevations

382-KCA-F1-KX-DR-A-3104-P 2

FOR APPROVAL	
Author	J. J. J. J. J.
Check	J. J. J. J. J.
Date	11/08/2024



1 B2 North Elevation
11/08/2024



2 B4 North Elevation
11/08/2024

BRIDGE

STRATEGIC INFRASTRUCTURE WORKS

BRIDGE PLANS PART 3 OF 3

MWSIW_APP1_02 REV02

MAY 2020

Report produced by

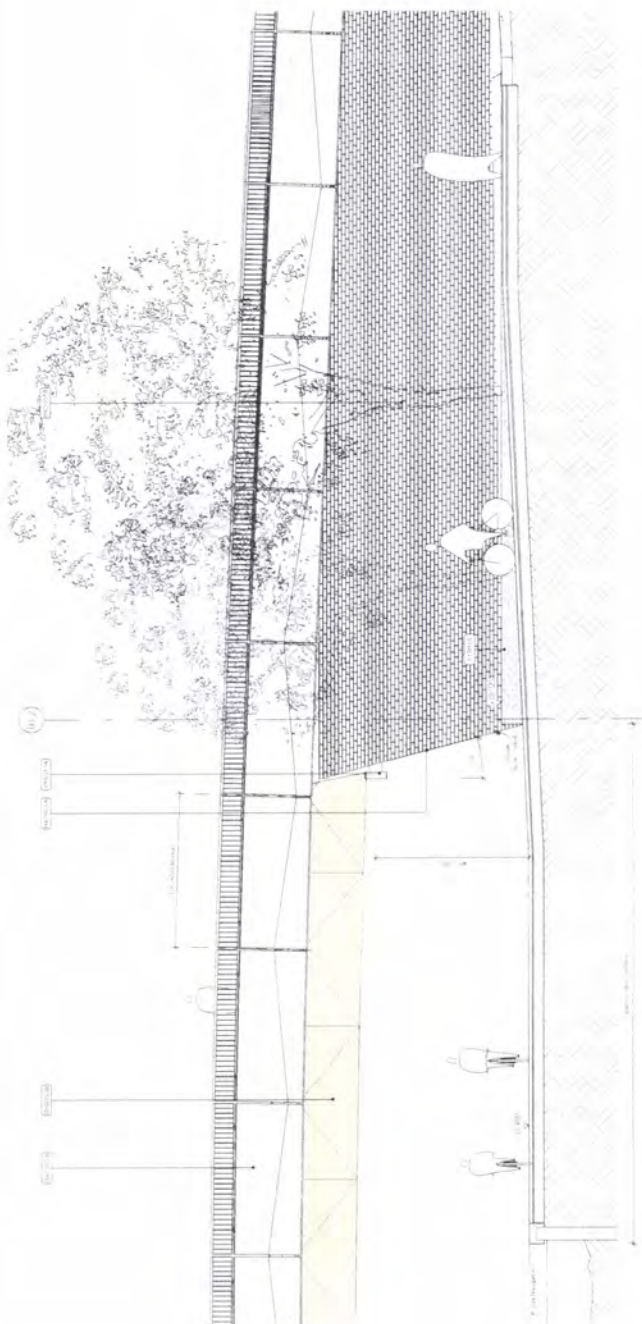
Karakusevic Carson Architects

With

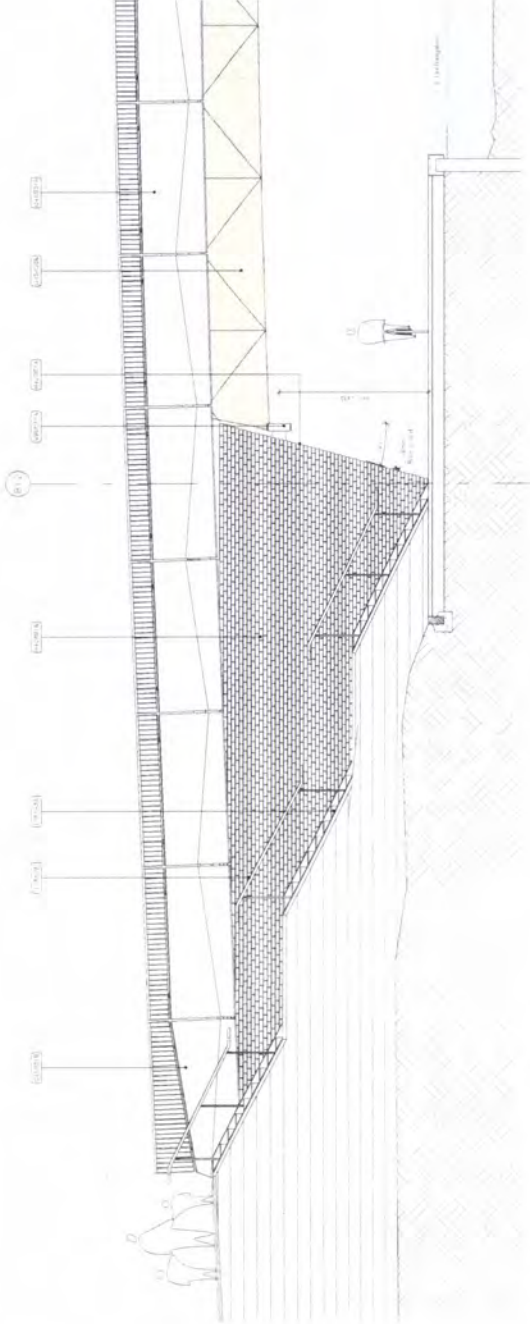
Periscope ARUP

ENFIELD
Council

MWSIW_APP1_02 Bridge Plans						
Drawing No	Title	Scale	Size	Status	REV01	REV02
382-KCA-P1-00-DR-A-1101-P	Bridge B1 - Deck Level Plan	1:200	A1	For Approval	0	2
382-KCA-P1-00-DR-A-1102-P	Bridge B1 - Abutment Level Plan	1:200	A1	For Approval	0	2
382-KCA-P1-01-DR-A-1103-P	Bridge B2 / B4 - Deck Level Plan	1:200	A1	For Approval	0	2
382-KCA-P1-00-DR-A-1104-P	Bridge B2 / B4 - Abutment Level Plan	1:200	A1	For Approval	0	2
382-KCA-P1-01-DR-A-1105-P	Bridge B5 - Deck Level Plan	1:200	A1	For Approval	0	2
382-KCA-P1-00-DR-A-1106-P	Bridge B5 - Abutment Level Plan	1:200	A1	For Approval	0	2
382-KCA-P1-XX-DR-A-2101-P	Bridge B1 - Section AA	1:50	A1	For Approval	0	2
382-KCA-P1-XX-DR-A-2102-P	Bridge B1 - Section BB	1:50	A1	For Approval	0	2
382-KCA-P1-XX-DR-A-2105-P	Bridge B2/B4 - Section AA	1:50	A1	For Approval	0	2
382-KCA-P1-XX-DR-A-2106-P	Bridge B2/B4 - Section BB	1:50	A1	For Approval	0	2
382-KCA-P1-XX-DR-A-2107-P	Bridge B2/B4 - Section CC	1:50	A1	For Approval	0	2
382-KCA-P1-XX-DR-A-2109-P	Bridge B5 - Section AA	1:50	A1	For Approval	0	2
382-KCA-P1-XX-DR-A-2110-P	Bridge B5 - Section BB	1:50	A1	For Approval	0	2
382-KCA-P1-XX-DR-A-3101-P	Bridge B1 - South Elevation	1:100/1:50	A1	For Approval	0	2
382-KCA-P1-XX-DR-A-3102-P	Bridge B1 - North Elevation	1:100/1:50	A1	For Approval	0	2
382-KCA-P1-XX-DR-A-3103-P	Bridge B2/4 - South Elevations	1:100/1:50	A1	For Approval	0	2
382-KCA-P1-XX-DR-A-3104-P	Bridge B2/4 - North Elevations	1:100/1:50	A1	For Approval	0	2
382-KCA-P1-XX-DR-A-3105-P	Bridge B5 - Elevations	1:100/1:50	A1	For Approval	0	2
382-KCA-P1-XX-DR-A-4101-P	Bridge B1 - Detailed Elevations	Varies	A1	For Approval	0	2
382-KCA-P1-00-DR-A-4102-P	Bridge B1 - Reflected Ceiling Plan	Varies	A1	For Approval	0	2
382-KCA-P1-XX-DR-A-4103-P	Bridge B1 - Parapet Details	Varies	A1	For Approval	0	2
382-KCA-P1-XX-DR-A-4104-P	Bridge B1 - Beam Details	Varies	A1	For Approval	0	2
382-KCA-P1-XX-DR-A-4105-P	Bridge B1 - Abutment Details	Varies	A1	For Approval	0	2
382-KCA-P1-XX-DR-A-4106-P	Bridge Parapet Termination Details	Varies	A1	For Approval	0	2



1 Bridge B1 - East Abutment - South Elevation



2 Bridge B1 - East Abutment - North Elevation



London Borough of Enfield
 Civic Centre, Silver Street
 Enfield EN1 3YA



1	10/09/2018	10/09/2018
2	11/09/2018	11/09/2018
3	12/09/2018	12/09/2018
4	13/09/2018	13/09/2018
5	14/09/2018	14/09/2018

Korokusevic Corson Architects

100, 101 & 102
 100, 101 & 102
 100, 101 & 102

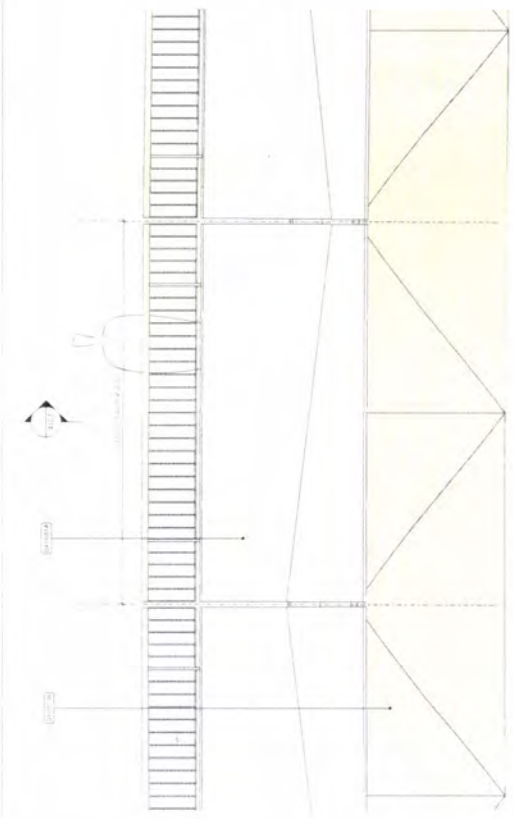
Meridian Water Strategic
 Infrastructure Works (MWSIW)

Bridge B1 Detailed Elevations

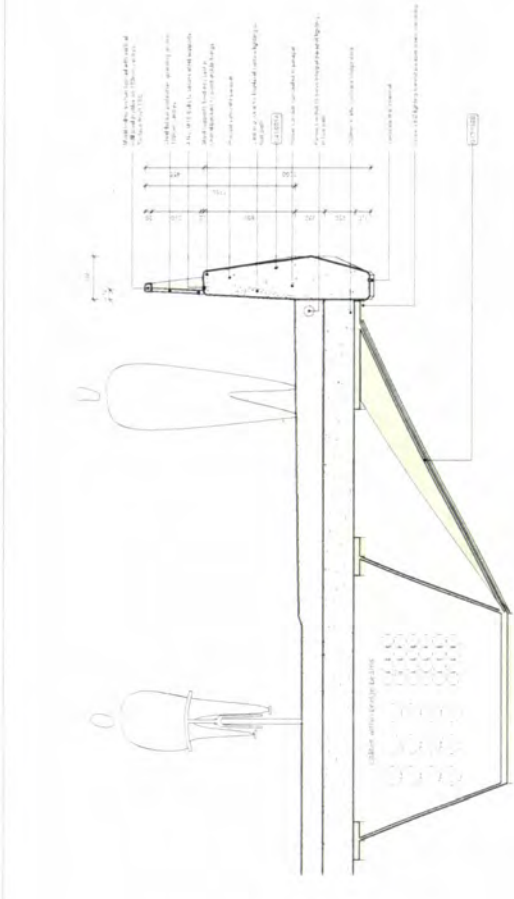
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FOR APPROVAL

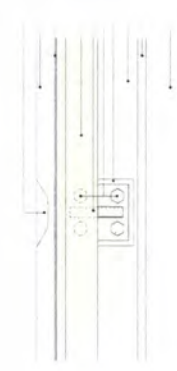
Author	11/09/18
Checker	
11/09/18	
11/09/18	



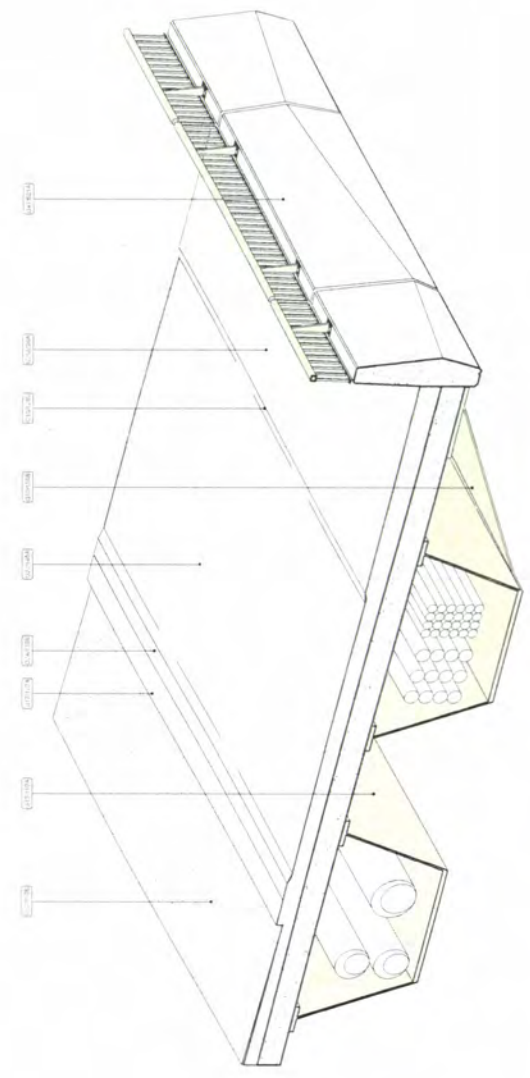
1 Parapet Elevation



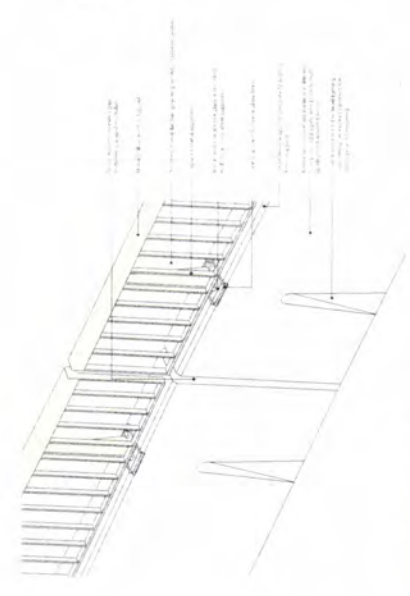
2 Parapet Section



3 Support Post Plan Detail



5 Axonometric View of Parapet



4 Axonometric View of Module Junction & Post Fixing Detail



London Borough of Enfield
Civic Centre Silver Street
Enfield EN1 3XA

DATE:	15/05/18
PROJECT:	382-KCA-P1-X-DR-A-4103-P
CLIENT:	Meridian Water Strategic Infrastructure Works (MWSIW)
SCALE:	1:100
DRAWN BY:	AL
CHECKED BY:	AL
APPROVED BY:	AL
DATE:	15/05/18

PROJECT:	382-KCA-P1-X-DR-A-4103-P
CLIENT:	Meridian Water Strategic Infrastructure Works (MWSIW)
DATE:	15/05/18
SCALE:	1:100
DRAWN BY:	AL
CHECKED BY:	AL
APPROVED BY:	AL
DATE:	15/05/18

Karakusevic Carson Architects

Meridian Water Strategic Infrastructure Works (MWSIW)

Bridge Parapet Details

382-KCA-P1-X-DR-A-4103-P 2

FOR APPROVAL

DATE: 15/05/18



London Borough of Enfield
Civic Centre Silver Street
Enfield EN1 3XA

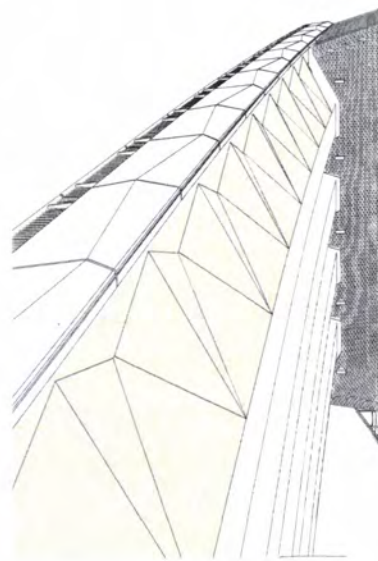
DATE	DESCRIPTION	DESIGNED BY	CHECKED BY
12/05/2018	REVISED		
11/05/2018	ISSUED FOR PERMIT		
05/05/2018	ISSUED FOR PERMIT		

Korokusevic Corson Architects
100, The Arcade, 100, The Arcade, 100, The Arcade
100, The Arcade, 100, The Arcade, 100, The Arcade

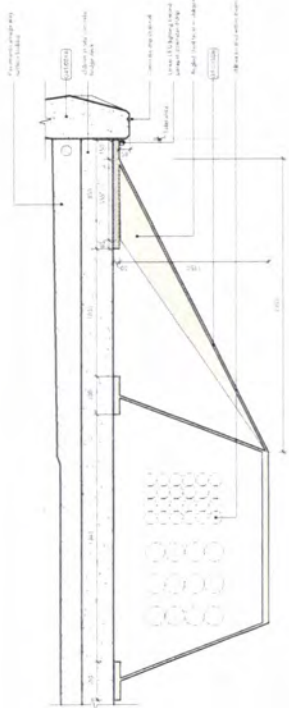
Mendham Water Strategic Infrastructure Works (MWSM)

Bridge B1 Beam Details

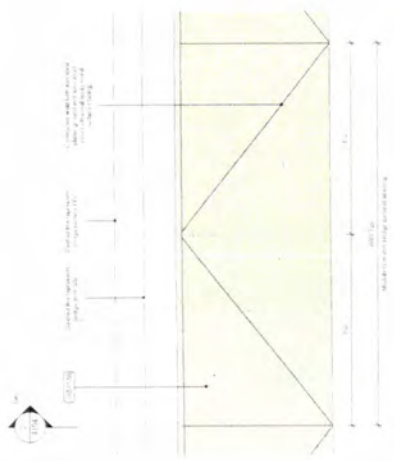
382-KCA-P1-KK-DR-A-1104-P 2
FOR APPROVAL
10/05/2018
23/07/18



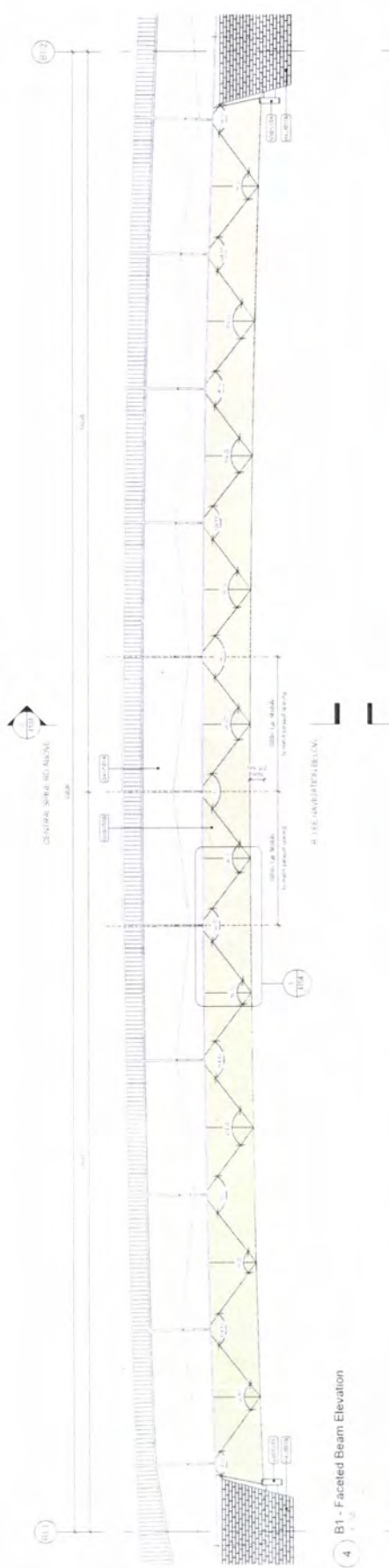
3 B1 - Faceted Beam Perspective



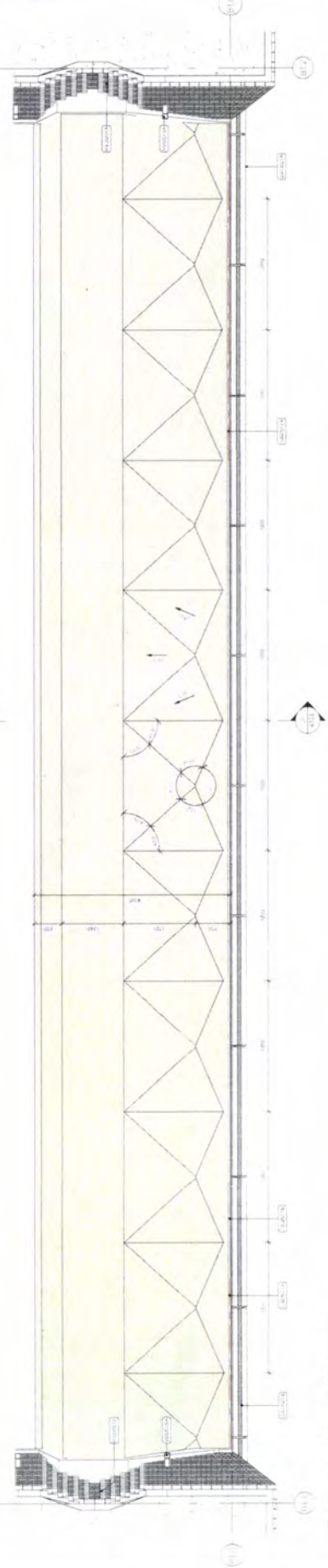
2 B1 - Faceted Beam Module Section



1 B1 - Faceted Beam Module Elevation



4 B1 - Faceted Beam Elevation



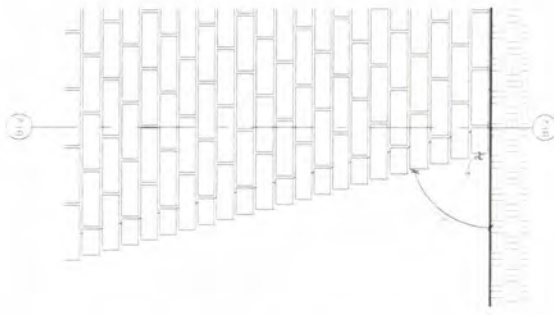
5 B1 - Faceted Beam Reflected Plan



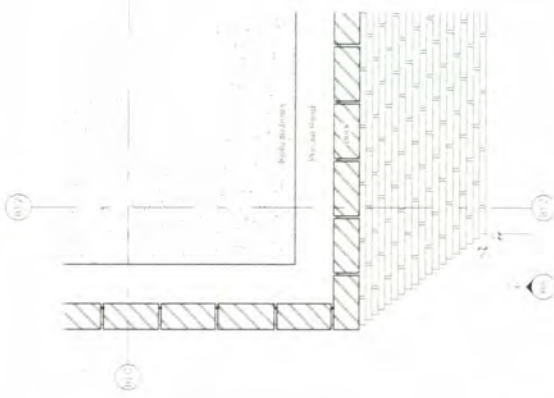
London Borough of Enfield
Civic Centre Silver Street
Enfield EN1 3XA



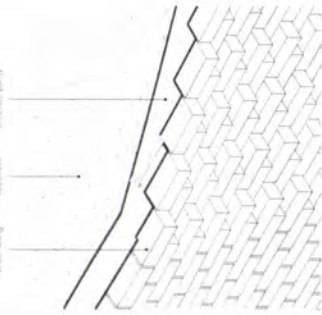
PROJECT NO.	382-KCA-P1-X-DK-A-4105-P
DATE	2
FOR APPROVAL	
ARCHITECT	Korokusevic Corson Architects
ENGINEER	Mendian Water Strategic Infrastructure Works (MWSIW)
BRIDGE	Bridge B1 Abutment Details
SCALE	As indicated on drawings



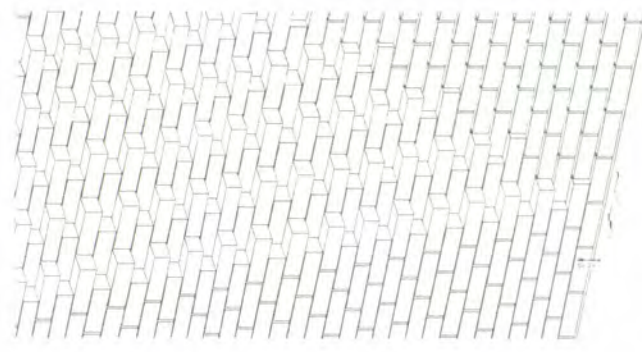
4) B1 Abutment Elevation Detail - Corner



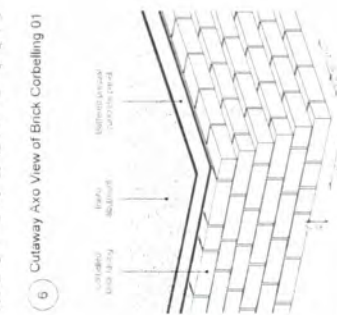
3) B1 Abutment Plan Detail - Corner



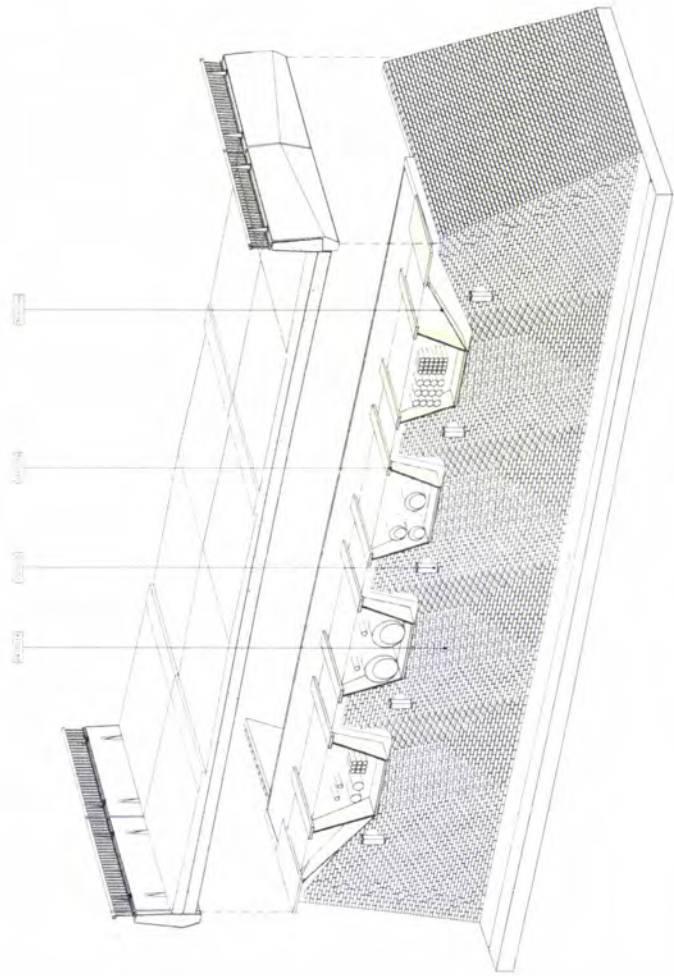
6) Cutaway Axo View of Brick Corbelling 01



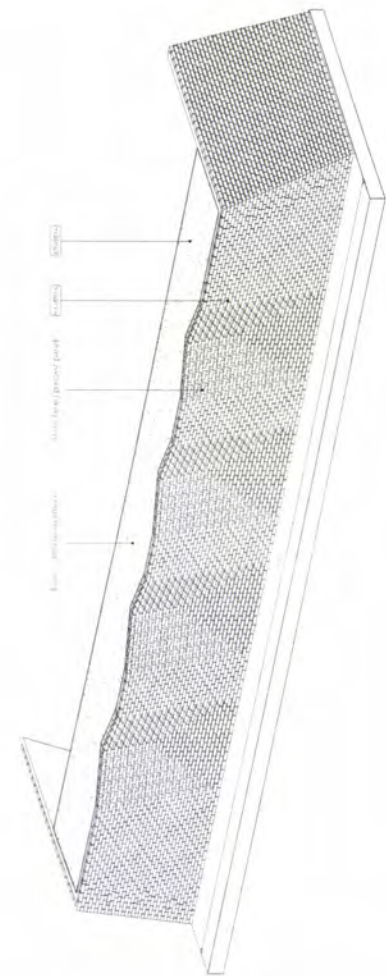
5) Axo View of Brick Corbelling



7) Cutaway Axo View of Brick Corbelling 02



1) Abutment Exploded Axonometric



2) Abutment Axonometric Plan / Section Through Abutment



London Borough of Enfield
Civic Centre Silver Street
Enfield EN1 3JA

DATE	DESCRIPTION
15/01/2018	ISSUED FOR PERMIT
15/01/2018	ISSUED FOR APPROVAL
15/01/2018	ISSUED FOR PERMIT
15/01/2018	ISSUED FOR APPROVAL

NO.	DATE	DESCRIPTION
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2	15/01/2018	ISSUED FOR APPROVAL
3	15/01/2018	ISSUED FOR PERMIT
4	15/01/2018	ISSUED FOR APPROVAL

NAME	POSITION
MR. J. J. J.	ARCHITECT
MR. M. M. M.	ARCHITECT
MR. N. N. N.	ARCHITECT

Korakusevic Corson Architects
100-102
100-102
100-102

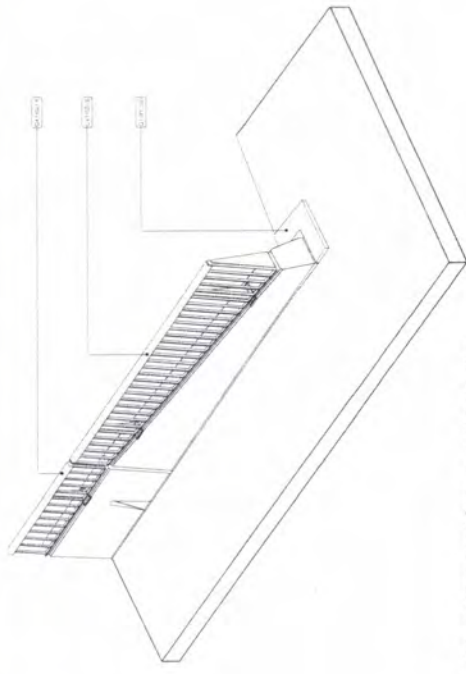
Mendon Water Strategic
Infrastructure Works (MWSIW)

Bridge Parapet Termination Details

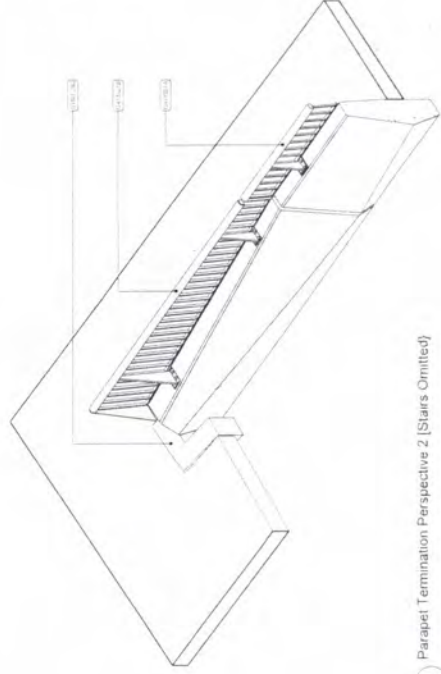
382-KCA-P1-XX-DR-A4 U6-p 2

FOR APPROVAL

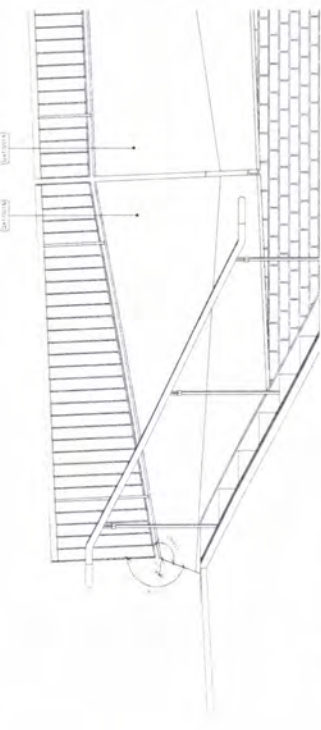
DATE	BY	APP. BY
15/01/2018	J.J.J.	M.M.M.



2 Parapet Termination Perspective 1 (Stairs Omitted)



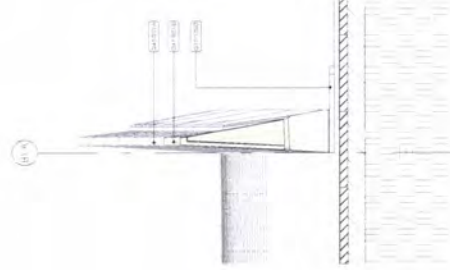
3 Parapet Termination Perspective 2 (Stairs Omitted)



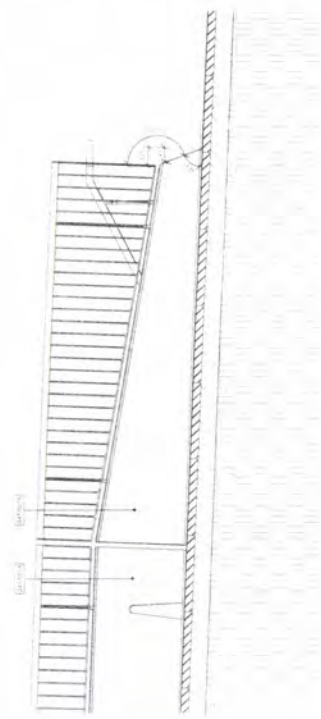
6 Parapet Termination External Elevation



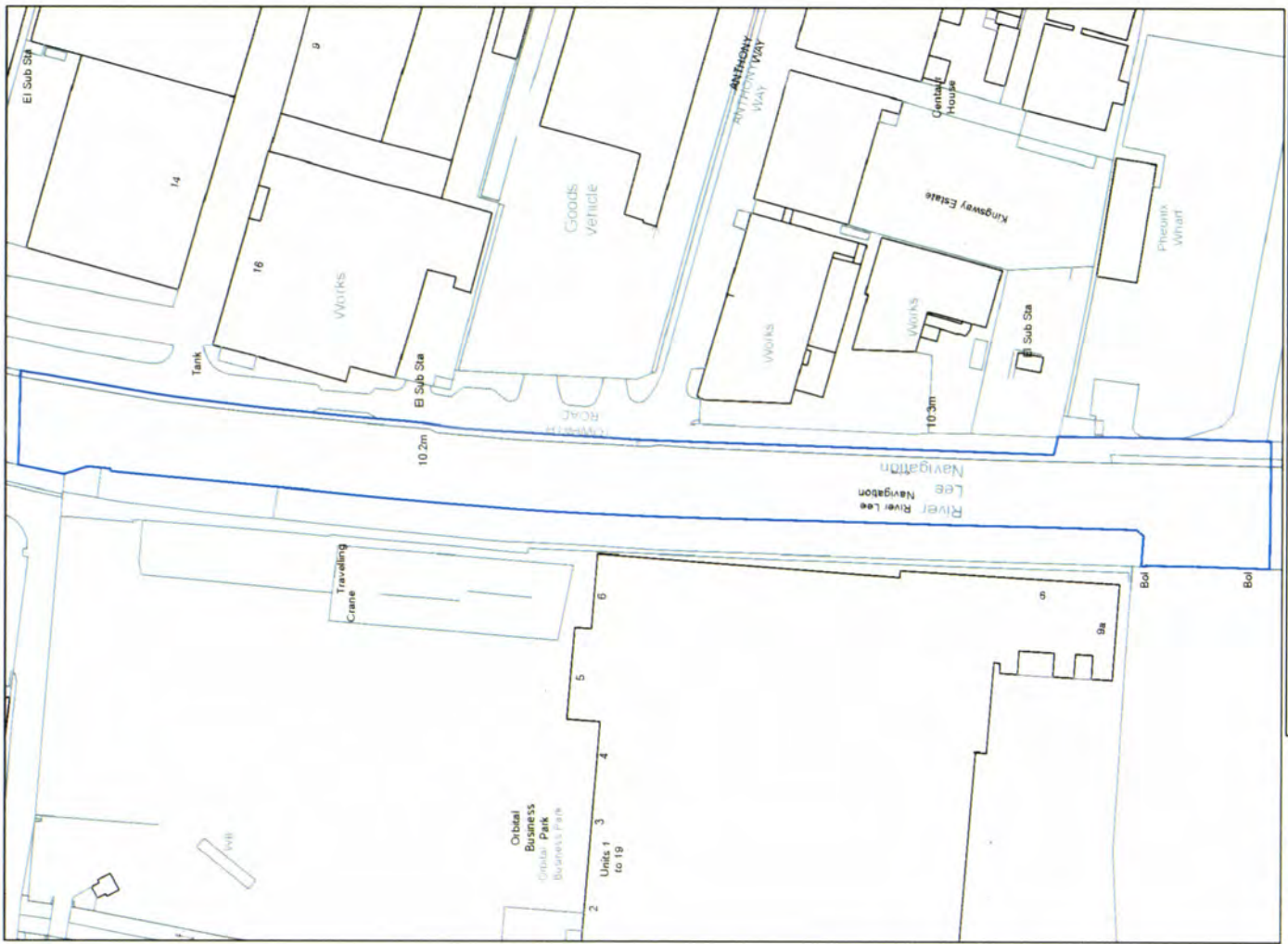
1 Parapet Termination Plan



5 Parapet Termination End Elevation

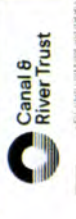


4 Parapet Termination Internal Elevation



Produced by BR 09/08
 Scale: 1:500
 Date: 11/2/09
 File: S04_14

Landlord's land



- VOSA
- ACHILLES
- STONEHILL
- ORBITAL BUSINESS PARK
- IKEA CLEAR SITE
- PHOENIX WHARF
- LEESIDE CAFE

Scale: 1:5000
Page: 308 of 321
Date: 15 April 2021
Map Produced by Asset Information Team PH



NORTH

Information on this map is derived from Ordnance Survey data and other sources. The Council is not responsible for any errors or omissions. The map is for information only and does not constitute an offer of any services.



Official copy of register of title

Title number AGL536978

Edition date 21.06.2021

- This official copy shows the entries on the register of title on 13 Jul 2023 at 13:55:09.
- 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 13 Jul 2023.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry Wales Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

ENFIELD

- 1 (21.06.2021) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being airspace above the waterway and tow path River Lee Navigation, Enfield.

NOTE: The airspace included in the demise is more particularly defined in the lease.

- 2 (21.06.2021) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.
- 3 (21.06.2021) The land has the benefit of any legal easements reserved by a Transfer of the land tinted blue on the title plan dated 24 May 2021 made between (1) Canal & River Trust Acting As Trustee Of The Waterways Infrastructure Trust and (2) The Mayor And Burgesses Of The London Borough Of Enfield .

NOTE: Copy filed under AGL536977.

- 4 (21.06.2021) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
 Date : 24 May 2021
 Term : 999 years from and including 24 May 2021
 Parties : (1) Canal & River Trust
 (2) The Mayor And Burgesses Of The London Borough Of Enfield
- 5 (21.06.2021) The Lease prohibits or restricts alienation.
- 6 (21.06.2021) The landlord's title is registered.

Title number AGL536978

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 (21.06.2021) PROPRIETOR: THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ENFIELD of Civic Centre, Silver Street, Enfield EN1 3XA.
- 2 (21.06.2021) The price, other than rents, stated to have been paid on the grant of the lease was £140,000 excluding VAT.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

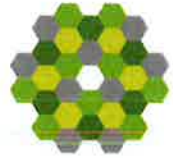
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

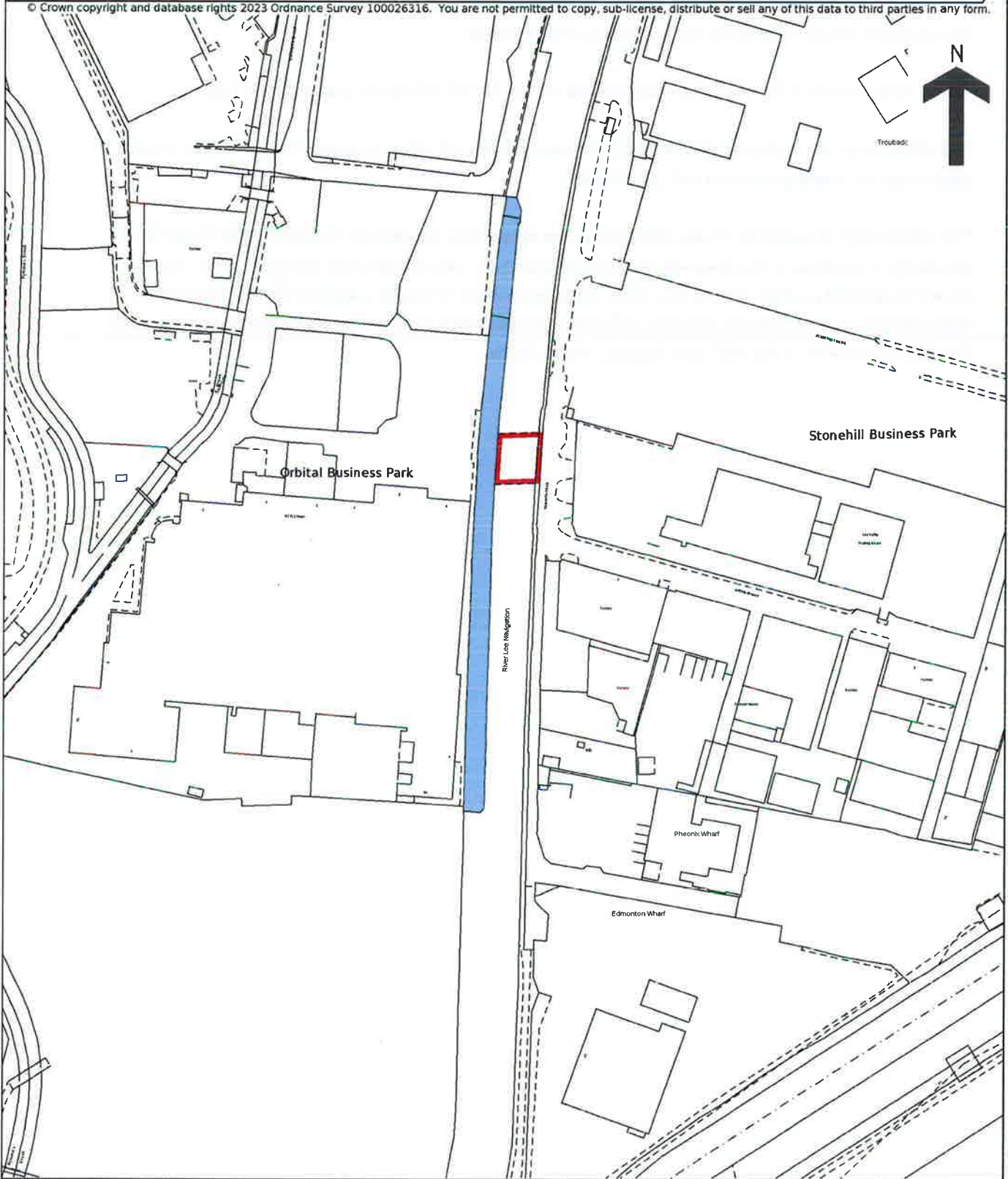
This official copy is issued on 13 July 2023 shows the state of this title plan on 13 July 2023 at 13:55:10. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Wales Office .

HM Land Registry
Official copy of
title plan

Title number **AGL536978**
Ordnance Survey map reference **TQ3591NE**
Scale **1:2500 reduced from 1:1250**
Administrative area **Enfield**



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The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



**Official copy
of register of
title**

Title number AGL199527

Edition date 14.12.2022

- This official copy shows the entries on the register of title on 04 APR 2024 at 14:45:23.
- 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 04 Apr 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Wales Office.

A: Property Register

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

ENFIELD

- 1 (16.03.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being part of the River Lee Navigation lying to the west of Harbet Road, Enfield.
- 2 (16.03.2009) As to the parts of the land affected thereby, the mines and minerals are excepted.
- 3 (16.03.2009) The land has the benefit of the following rights reserved by a Conveyance of land at Dorford Wharf adjoining the western boundary of the land in this title dated 26 August 1936 made between (1) The Lee Conservancy Board (Vendors) and (2) L. Hall (Edmonton) Limited:-

"Except and Reserved unto the Vendors their engineer agents and workmen the right at all reasonable times to enter upon the premises hereby assured for the purpose of examining the river wall or bank of the River Lee Navigation or for discovering any leakage or for any purpose connected with the Navigation"
- 4 (16.03.2009) The land has the benefit of the rights reserved by a Transfer of land adjoining the eastern boundary of the towpath dated 2 May 1991 made between (1) British Waterways Board and (2) PTG Properties Limited.

NOTE: Copy filed under EGL283999.
- 5 (24.04.2018) A new title plan with an amended extent based on the latest revision of the Ordnance Survey Map has been prepared.
- 6 (21.06.2021) 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.
- 7 (21.06.2021) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered AGL536977 in green on the title plan dated 24 May 2021 made between (1) Canal & River Trust Acting As Trustee Of The Waterways Infrastructure Trust and (2) The Mayor And Burgesses Of The London Borough Of Enfield .

NOTE: Copy filed under AGL536977.

Title number AGL199527

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 (10.09.2012) PROPRIETOR: CANAL & RIVER TRUST (Co. Regn. No. 07807276) of National Waterways Museum Ellesmere Port, South Pier Road, Ellesmere Port CH65 4FW acting as Trustee of the Waterways Infrastructure Trust (Registered Charity Number 1146792-2).
- 2 (21.05.2014) RESTRICTION: No disposition by the proprietor of the registered estate to which section 117-121 or section 124 of the Charities Act 2011 applies is to be registered unless the instrument contains a certificate complying with section 122(3) or section 125(2) of that Act as appropriate.
- 3 (16.01.2015) RESTRICTION: No transfer or lease of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Canal & River Trust of National Waterways Museum Ellesmere Port, South Pier Road, Ellesmere Port CH65 4FW or their conveyancer that the provisions of clause 2.4.1 of a Trust Settlement dated 28 June 2012 and made between the Secretary of State for Environment, Food and Rural Affairs (1) and Canal & River Trust (2) (as amended by The Waterways Infrastructure Trust Infrastructure Property Modification Agreement dated 14 February 2014 and made between the same parties) and of article 7 of the British Waterways Board Transfer Scheme 2012 (as amended by the British Waterways Board Transfer Scheme 2012 Modification Agreement 2013) have been complied with or that they do not apply to the disposition.
- 4 (14.12.2022) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clauses 11.2 and 11.3 of a Deed of Easement dated 23 February 2022 made between (1) Canal River Trust and Canal & River Trust acting as trustee of the Waterways Infrastructure Trust and (2) Thames Water Utilities Limited have been complied with or that they do not apply to the disposition.

C: Charges Register

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

- 1 (16.03.2009) The land is subject to the rights granted by a Deed dated 29 October 1938 made between (1) The Lee Conservancy Board (2) The North Metropolitan Electric Power Supply Company and (3) The Central Electricity Board.

NOTE 1: No copies of the plans referred to were supplied on first registration.

NOTE 2: Copy Deeds dated 17 December 1931, 6 December 1935 and 29 October 1938 filed under AGL199521.
- 2 (16.03.2009) An Agreement dated 30 December 1954 made between (1) The British Transport Commission and (2) The Eastern Electricity Board relates to electric cables.

NOTE: Copy filed.
- 3 (16.03.2009) A Licence dated 5 August 1959 made between (1) The British Transport Commission and (2) The Eastern Electricity Board relates to an electric cable.

NOTE: Copy filed.
- 4 (16.03.2009) A Licence dated 27 November 1989 made between (1) British Waterways Board and (2) Thames Water Utilities Limited relates to a water main.

Title number AGL199527

C: Charges Register continued

NOTE: Copy filed.

5 (21.06.2021) 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.

6 (14.12.2022) The land is subject to any rights that are granted by a Deed dated 23 February 2022 made between (1) Canal & River Trust and (2) Thames Water Utilities Limited and affect the registered land.

NOTE: Copy filed under AGL262267.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	21.06.2021 Edged and Numbered 1 in blue	Airspace above the waterway and towpath, River Lee Navigation	24.05.2021 999 years from and including 24 May 2021	AGL536978

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

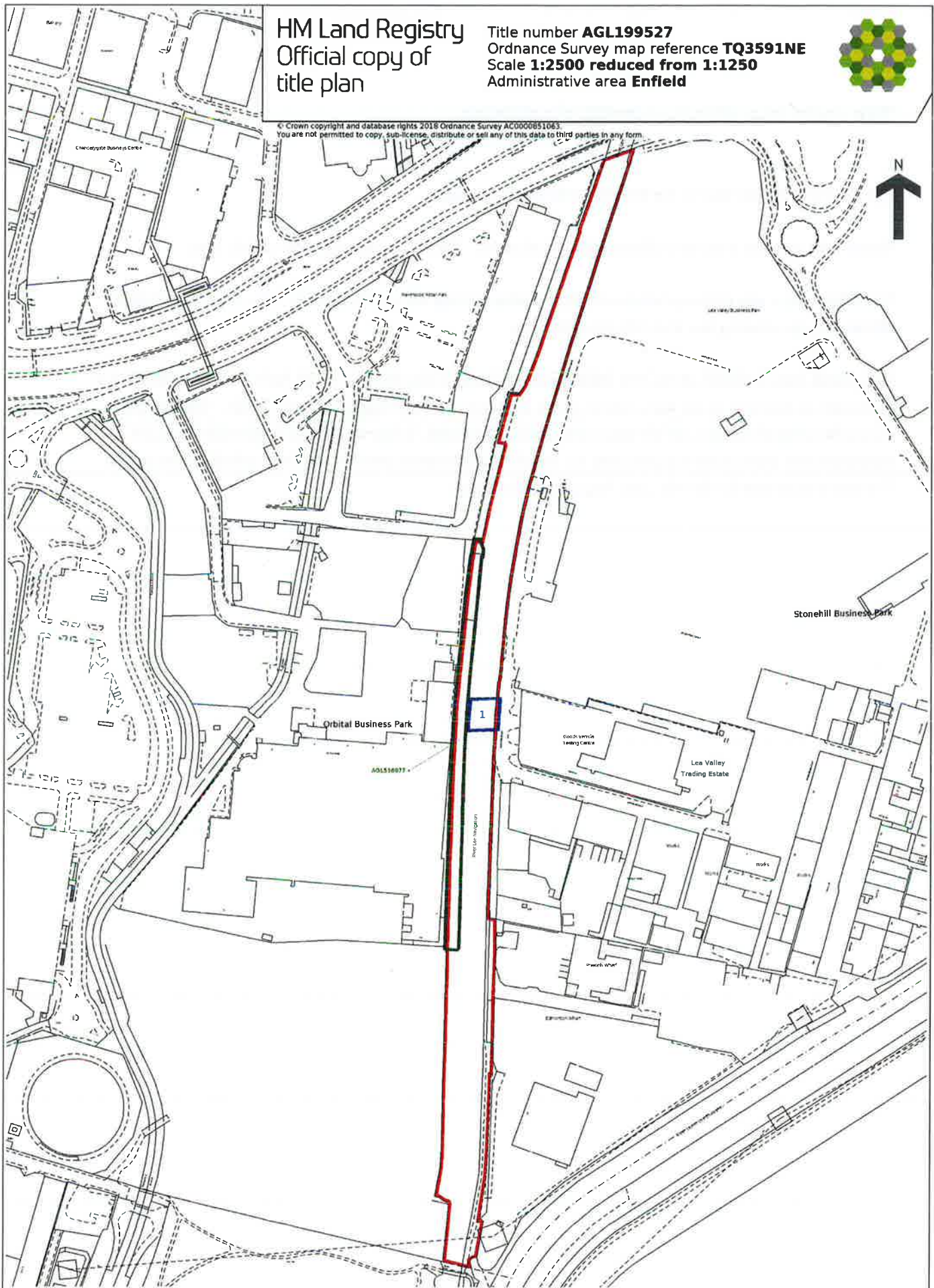
This official copy is issued on 04 April 2024 shows the state of this title plan on 04 April 2024 at 14:45:23. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Wales Office .

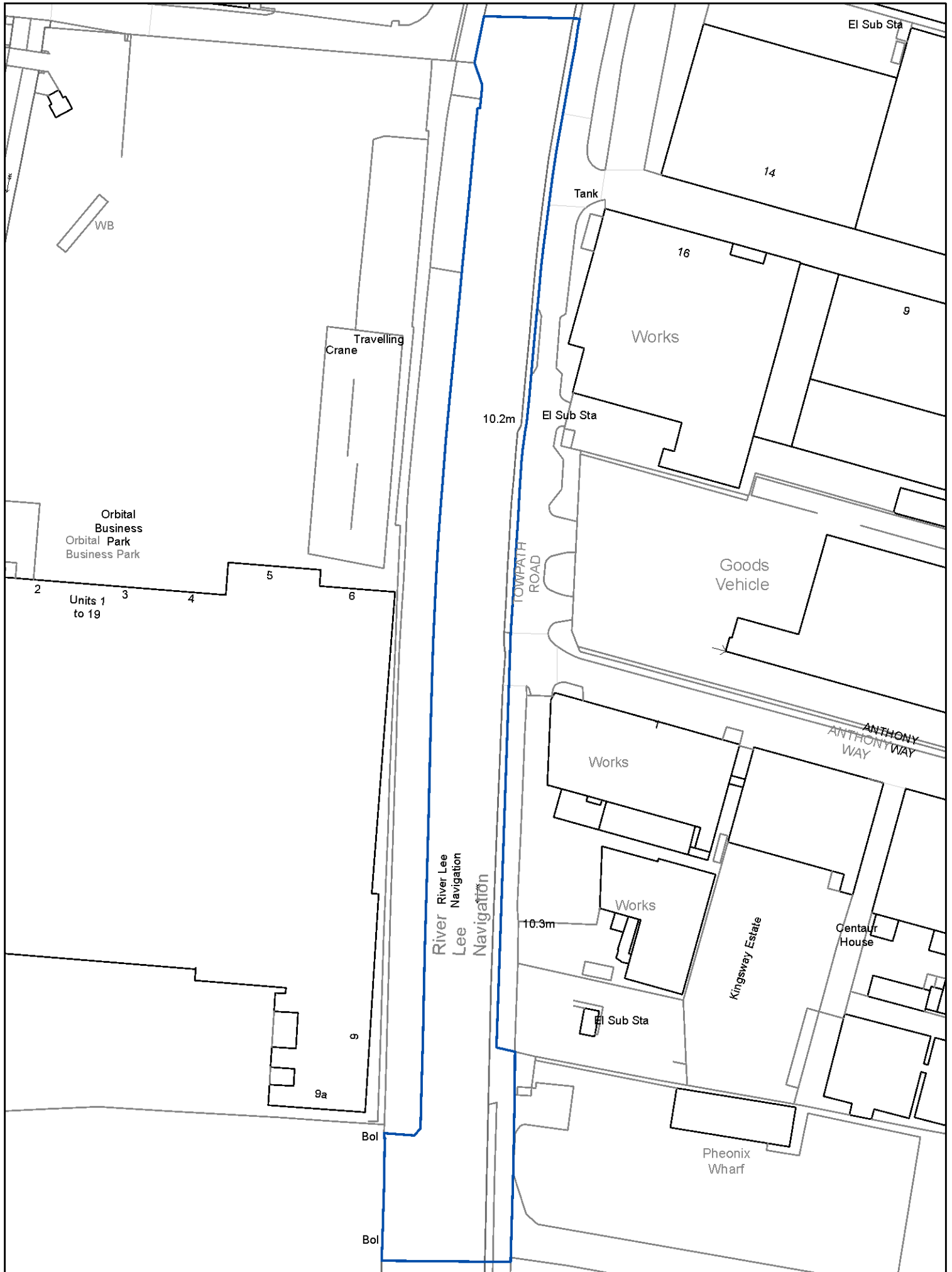
HM Land Registry
Official copy of
title plan

Title number **AGL199527**
Ordnance Survey map reference **TQ3591NE**
Scale **1:2500 reduced from 1:1250**
Administrative area **Enfield**



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The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number AGL216617

Edition date 28.01.2021

- This official copy shows the entries on the register of title on 11 MAY 2023 at 13:00:44.
- 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 11 May 2023.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Wales Office.

A: Property Register

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

ENFIELD

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Site E, Leaside Road, Tottenham, London.

NOTE: As to the part tinted brown on the title plan the culvert thereunder is excluded from the title.

- 2 The land has the benefit of the following rights granted by the Transfer dated 6 June 2001 referred to in the Charges Register:-

"The Property is transferred together with the right for the Transferee for itself and its successors in title to the Property and each and every part of it and all others authorised by it or them the following rights:

a) The right (subject to obtaining any necessary consent of utility companies or other third parties) to use the First Conduits for the purposes for which they are intended subject to the right of the Transferor on giving reasonable prior written notice to the Transferee of not less than 28 days and at its own cost to divert the route of such Conduits (the person exercising such right ensuring that there is no material interruption in the services provided by such Conduits) and following such diversion the rights granted by this paragraph shall apply equally to such Conduits as so diverted.

b) The right on reasonable written notice and subject to the reasonable requirements of the Transferor to enter upon the Retained Land to carry out works necessary to maintain repair, renew or make connections into the First Conduits subject to the persons exercising such rights causing as little damage and disturbance as reasonably possible and making good all physical damage caused.

c) On default by the Transferor of its obligations under this Transfer in respect of maintenance and repair of the First Conduits and/or the Second conduits and following service of written notice on the Transferor specifying the nature of the default and the expiry of a reasonable period of time specified in such notice within which to enable the Transferor to remedy such default, the right for the Transferee without prejudice to any other right or remedy to remedy the default including, where necessary in respect of the First Conduits,

A: Property Register continued

the right to enter upon the Retained Land for the purpose of remedying such default subject to the persons exercising such right causing as little damage and disturbance as reasonably possible and the Transferor shall indemnify the Transferee on demand in respect of the whole costs, expenses and other liabilities properly incurred in remedying such default as aforesaid.

d) The right (with the prior written consent of the Transferor (whose consent shall not be unreasonably withheld or delayed) to oversail with a crane the Retained Land to enable works to be carried out on the Property provided that the Transferee shall (as a condition of the giving of such consent as aforesaid):-

(i) Comply with all statutory and local provisions and regulations applicable to the erection and use of any such crane:

(ii) Indemnify and relieve the Transferor from and against all losses, costs, claims or expenses arising or made against the Transferor as a result of the erection, retention or use of such crane or the exercise of the foregoing oversailing rights;

(iii) use all reasonable endeavours to ensure that the period during which such oversailing occurs is kept to the minimum reasonably practicable.

e) The right of support from the Retained Land.

"Retained Land" means the neighbouring land of the Transferor shown edged RED on the attached plan.

"Conduits" means all sewers, drains, pipes, wires, cables, ducts, gutters, fibres and other conducting media (but excluding the gas mains, communications equipment and other plant and equipment, if any, referred to in the Deed of Easement)

"First Conduits" means the Conduits (if any) now existing in the Retained Land and serving the Property

"Second Conduits" means the Conduits (if any) now existing in the property and serving the Retained Land"

- 3 (11.10.2004) By a Deed dated 27 August 2004 made between (1) Transco PLC and (2) Secondsite Property Holdings Limited the rights contained in the Transfer dated 6 June 2001 referred to above were varied as therein mentioned.

NOTE: Copy filed under DY331437.

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 (14.12.2016) PROPRIETOR: THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ENFIELD of Civic Centre, Silver Street, Enfield EN1 3FH.
- 2 The Transfer dated 6 June 2001 referred to in the Charges Register contains Vendor's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 3 The Deed dated 6 June 2001 referred to in the Charges Register contains Grantor's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 4 (14.12.2016) RESTRICTION: No disposition of the registered estate (other than by a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by IKEA Properties Investments Limited of

B: Proprietorship Register continued

Witan Gate House, 500-600 Witan Gate West, Milton Keynes, MK9 1SH or their conveyancer that the provisions of paragraph 11.3.1 of the Transfer of this land dated 12 December 2016 and made between IKEA Properties Investments Limited (1) and The Mayor and Burgesses of the London Borough of Enfield (2) have been complied with.

- 5 (14.12.2016) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by a Conveyancer that the provisions of paragraph 6 of Schedule 1 of an Agreement dated 3 November 2016 made between (1) IKEA Properties Investments Limited and (2) The Mayor and Burgesses of the London Borough of Enfield have been complied with or that they do not apply to the disposition.
- 6 (14.12.2016) A Transfer dated 12 December 2016 made between (1) Ikea Properties Investments Limited (Transferor) and (2) The Mayor And Burgesses Of The London Borough Of Enfield (Transferee) contains vendor's personal covenants.

NOTE: Copy filed.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Deed dated 6 June 2001 referred to in the Proprietorship Register:-

4. Covenants by Transco

Transco (to the intent and so as to bind the easements hereby granted into whosoever hands the same may come and to benefit and protect the said land and every part thereof but so that Transco and its successors in title shall not be liable once it or they shall have parted with all their respective interests in the said works PROVIDED THAT it has secured a direct covenant from their respective transferee in favour of the Grantor or the Grantor's successors in title an obligation to perform and observe any positive covenants contained herein on the part of Transco) HEREBY COVENANTS with the Grantor as follows:

4.1 In exercising the easements hereby granted Transco shall take all reasonable precautions to avoid obstruction to or interference with the user of the said land and damage and injury thereto

4.2 Transco shall so far as is reasonably practicable make good all damage or injury to the said land caused by the exercise by Transco of the easements hereby granted and shall make full compensation to the Grantor in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid

4.3 Transco shall so far as is reasonably practicable and so long as the said works are used for or in connection with the transmission or storage of gas or other materials as aforesaid keep the said works in proper repair and condition and upon abandonment of the said works or any part thereof (notification whereof shall be given to the Grantor by Transco) shall render the same permanently safe

4.4 Transco shall keep the Grantor indemnified against all actions claims or demands arising by reason of the exercise of the easements hereby granted or of any failure to keep the said works in proper repair and condition as aforesaid (except any such actions claims or demands as may be occasioned by the default or wrongful act of the Grantor his servants or agents)

4.5 Transco shall indemnify and keep indemnified the Grantor against all loss damage claims demands costs and expenses which may arise or be incurred by virtue of any damage or destruction of the pipelines aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape of any gas or other material whatsoever from the said pipelines or any such apparatus or equipment as aforesaid where such damage destruction or escape is caused by the acts or omissions of any person other than the Grantor his servants or agents

Schedule of personal covenants continued

4.6 Transco shall pay all rates and taxes which may be imposed in respect of the said works or the easements hereby granted

4.7 If at any time any interference with or disturbance of the functioning of any drains or drainage system in or under his land can be shown by the Grantor to have been caused by the laying of any pipelines in the exercise of the easements hereby granted then Transco shall so far as is reasonably practicable make good any damage or injury thereby caused and shall make full compensation to the Grantor in respect thereof insofar as the same shall not have been made good as aforesaid

PROVIDED that the Grantor shall not settle or compromise any such action claim or demand as is referred to in sub-clauses 4.4 and 4.5 of this clause without the prior consent of Transco

4.8 Not to transfer the benefit of this Deed unless the transferee first covenants directly with the Grantor for the time being to comply with the obligations of Transco in this Deed of Grant"

2 The following are details of the personal covenants contained in the Transfer dated 6 June 2001 referred to in the Proprietorship Register:-

.....

"The Transferor hereby covenants with the Transferee:

a) To keep in reasonable repair those of the First Conduits which serve the Property in common with the Retained Land and which are not the responsibility of a utility company or other third party (subject to payment of the Transferee's contribution pursuant to the above covenant by the Transferee in that respect

b) To keep in reasonable repair those of the Second Conduits which exclusively serve the Retained Land and which are not the responsibility of a utility company or other third party"

C: Charges Register

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

1 The land is subject to the following rights reserved by a Transfer of the land adjoining the south western boundary of the land in this title dated 6 June 2001 made between (1) Transco PLC (Transferor) and (2) Lattice Property Holdings Limited (Transferee):-

"There is excepted and reserved to the Transferor for itself and its successors in title to the Retained Land and each and every part of it and all others authorised by it or them the following rights:

a) The right (until the Retained Land ceases to be used as a gas holder site) of access to and egress from the Retained Land via point "X" shown on the attached plan only in cases of emergency (with or without vehicles) over such route as the Transferee may from time to time designate over the Property subject to compliance with such regulations as the Transferee may from time to time issue.

b) The right (subject to obtaining any necessary consent of utility companies or other third parties) to use the Second Conduits for the purposes for which they are intended subject to the right of the Transferee on giving reasonable prior written notice to the Transferor of not less than 28 days and at its own cost to divert the route of such Conduits (the person exercising such right ensuring that there is no material interruption in the services provided by such Conduits) and following such diversion the rights granted by this paragraph shall apply equally to such conduits as so diverted

c) The right on reasonable written notice to enter upon the Property to carry out works necessary to maintain repair renew or make connections into the Second conduits subject to the persons exercising such rights causing as little damage and disturbance as reasonably possible and

C: Charges Register continued

making good all physical damage caused.

d) On default by the Transferee of its obligations under this Transfer in respect of maintenance and repair of the Second Conduits and/or the First Conduits and following service of written notice on the Transferee specifying the nature of the default and the expiry of reasonable period of time specified in such notice within which to enable the Transferee to remedy such default, the right for the Transferor without prejudice to any other right or remedy, to remedy the default including where necessary in respect of the Second Conduits the right to enter upon the Property for the purpose of remedying such default subject to the persons exercising such right causing as little damage and disturbance as reasonably possible and the Transferee shall indemnify the Transferor on demand in respect of the whole costs, expenses and other liabilities properly incurred in remedying such default as aforesaid.

e) The right (with the prior written consent of the Transferee (whose consent shall not be unreasonably withheld or delayed) to oversail with a crane the Property to enable works to be carried out on the Retained Land Provided that the Transferor shall (as a condition of the giving of such consent as aforesaid):-

(i) Comply with all statutory and local provisions and regulations applicable to the erection and use of any such crane:

(ii) Indemnify and relieve the Transferee from and against all losses, costs, claims or expenses arising or made against the Transferee as a result of the erection, retention or use of such crane or the exercise of the foregoing oversailing rights;

(iii) Use all reasonable endeavours to ensure that the period during which such oversailing occurs is kept to the minimum reasonably practicable.

f) The right of support from the Property."

NOTE: Copy of plan to Transfer filed under AGL88741.

2 The land is subject to the following rights granted by a Deed dated 6 June 2001 made between (1) Lattice Property Holdings Limited (Grantor) and (2) Transco PLC (Transco):-

"The Grantor with limited title guarantee (and to the intent that the easements hereby granted shall be appurtenant to Transco's undertaking and each and every part thereof) HEREBY GRANTS unto Transco THE EASEMENTS to retain lay construct inspect maintain protect use replace enlarge remove or render unusable pipelines for the transmission or storage of gas or other ancillary materials (whether such gas or materials are transmitted by Transco on its own behalf or on behalf of other persons) and all necessary apparatus ancillary thereto (all hereinafter together called "the said works") in upon and over the strips of land shown for identification only coloured yellow on the attached plan being further described in Schedule 1 of this Deed (hereinafter called "the said strips of land") and to pass over the said strips of land for the purposes of the said works and of any works of Transco contiguous therewith and over the said land for the purpose of access to the said strips of land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus

Schedule 1

The Strips of Land

The following strips of land all of which are shown for identification only coloured yellow on the attached plan:

1. The strips of land marked "1" and "4" having a width of 3 metres either side of the pipe walls of the 36" Steel Low Pressure mains thereunder (and where there is more than one such main thereunder the

C: Charges Register continued

aggregate width)

2. A strip of land marked "5" on the plan attached having a width of 6 metres either side of the pipe walls of the 4" Ductile Iron Low Pressure Main thereunder

3. A strip of land marked "6" on the plan attached having a width of 3 metres either side of the pipe walls of the 180mm PE medium pressure main thereunder"

The said Deed also contains the following covenants:

"5. Covenants by the Grantor

The Grantor (to the intent and so as to bind the said land and every part thereof into whosoever hands the same may come (but so that subject to the provisions of clause 12 of this Deed the Grantor and any successors in title shall not be liable once they shall have parted with all their respective interests in the said land and adjoining land) and to benefit and protect the easements hereby granted) covenants with Transco as follows:

5.1 The Grantor shall not do or cause or permit to be done on the said land or anything calculated or likely to cause damage or injury to the said works and will take all reasonable precautions to prevent such damage or injury

5.2 The Grantor shall not without the prior consent in writing of Transco make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the said strips of land so as to interfere with or obstruct the access thereto or to the said works by Transco or so as to lessen or in any way interfere with the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works

5.3 The Grantor shall not erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in through upon or over the said strips of land

PROVIDED that nothing in this clause shall prevent the Grantor from installing any necessary pipes drains wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of Transco or its agents or carrying on normal agricultural operations or acts of good husbandry including fencing hedging and ditching not causing interference obstruction or material reduction of the depth of soil as aforesaid

6. Arbitration

Any dispute arising under clauses 4 and 5 and hereof shall be determined in default of agreement by a single arbitrator to be agreed upon between the parties hereto or failing agreement to be appointed on the application of either party (after notice in writing to the other party) by the President of the Royal Institution of Chartered Surveyors and save as aforesaid the provisions of the Arbitration Act 1996 and of any statutory modification or re-enactment thereof for the time being in force shall apply to any such reference and determination and for the avoidance of doubt the costs of the arbitration shall be part of the award of the Arbitrator"

NOTE: Copy of plan to Deed filed under AGL88741.

3 (23.07.2010) The land is subject to the rights reserved by a Transfer of the land in this title dated 30 June 2010 made between (1) Birch Sites Limited and (2) Ikea Properties Investments Limited.

NOTE: Copy filed.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

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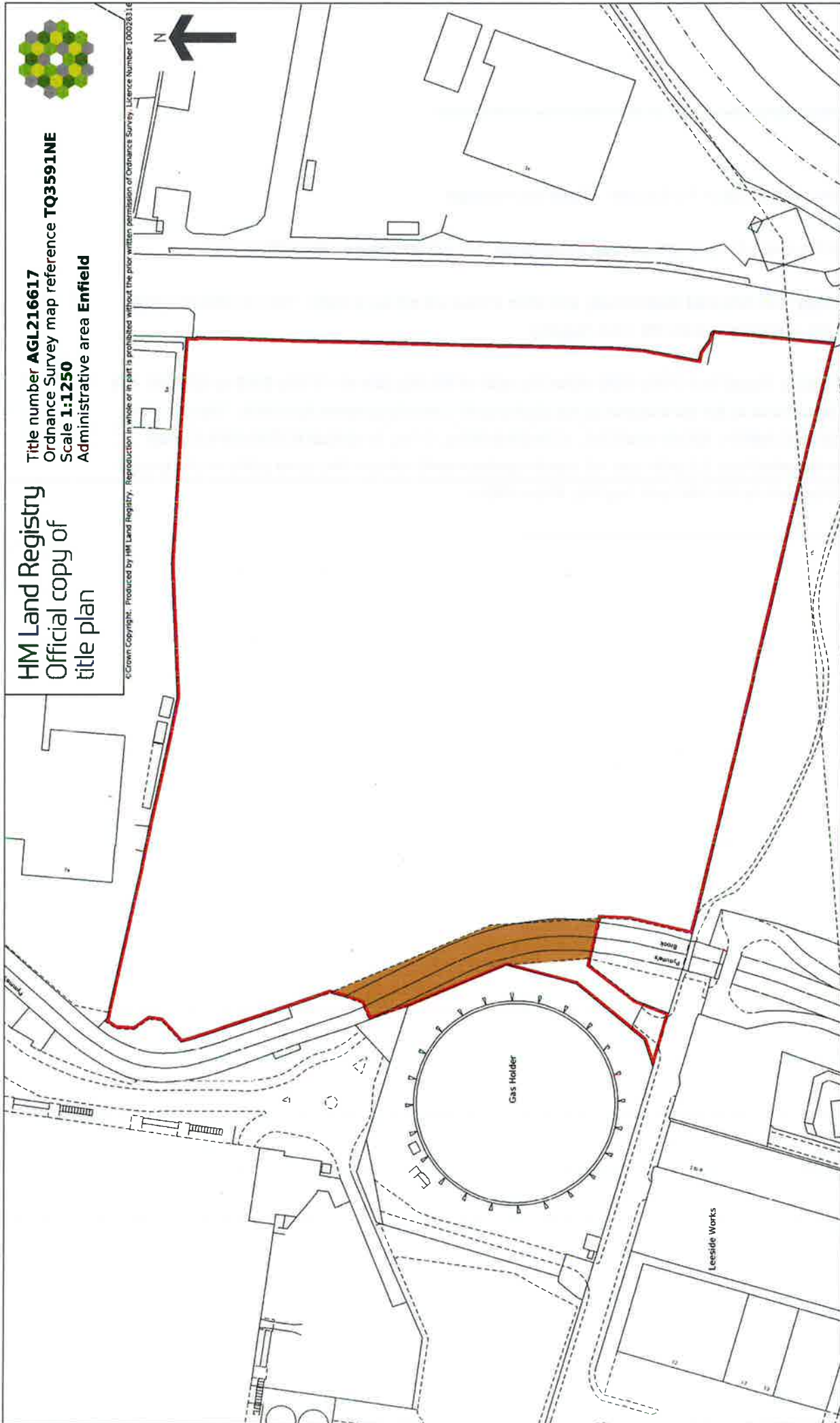
This official copy is issued on 11 May 2023 shows the state of this title plan on 11 May 2023 at 13:00:44. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Wales Office .



HM Land Registry
Official copy of
title plan

Title number **AGL216617**
Ordnance Survey map reference **TQ3591NE**
Scale **1:1250**
Administrative area **Enfield**

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This official copy is incomplete without the preceding notes page.

Land Registry

Transfer of whole of registered title(s)

TR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

	<p>1 Title number(s) of the property:</p> <p>AGL216617</p>
	<p>2 Property:</p> <p>Site E, Leaside Road, Tottenham, London</p>
	<p>3 Date: <i>12th December 2016</i></p>
	<p>4 Transferor:</p> <p>IKEA Properties Investments Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 03026333</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
	<p>5 Transferee for entry in the register:</p> <p>The Mayor and Burgesses of the London Borough of Enfield</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
	<p>6 Transferee's intended address(es) for service for entry in the register:</p> <p>The Civic Centre, Silver Street, Enfield EN1 3XA</p>
	<p>7 The transferor transfers the property to the transferee</p>

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

8 Consideration

The transferor has received from the transferee for the property the following sum (in words and figures):

The consideration for the transfer is the sum of nineteen million pounds (£19,000,000) plus value added tax of which:

8.1 The Transferor has received from the Transferee the sum of two million pounds (£2,000,000) plus value added tax; and

8.2 The Transferee covenants to pay the Transferor the balance of seventeen million pounds (£17,000,000) plus value added tax in two equal instalments of eight million and five hundred thousand pounds (£8,500,000) plus value added tax;

(i) the first such instalment being due on the date nine months after the date hereof; and

(ii) the second such instalment being due on the date eighteen months after the date hereof.

The transfer is not for money or anything that has a monetary value

Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to Land Registry's Public Guide 18 – *Joint property ownership* and Practice Guide 24 – *Private trusts of land* for further guidance. These guides are available on our website www.landregistry.gov.uk

9 The transferor transfers with

full title guarantee

limited title guarantee

10 Declaration of trust. The transferee is more than one person and

they are to hold the property on trust for themselves as joint tenants

they are to hold the property on trust for themselves as tenants in common in equal shares

they are to hold the property on trust:

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

11 Additional provisions

11.1 DEFINITIONS

In this deed, unless the context otherwise requires the following definitions apply:

- "1994 Act"** the Law of Property (Miscellaneous Provisions) Act 1994; and
- "Agreement for Sale"** an agreement for sale dated *3 November* 2016 between (1) the Transferor and (2) the Transferee;
- "Balance"** means any unpaid part of the Consideration referred to in paragraph 8;
- "Disposal"** means the transfer or the grant of a Land Interest;
- "Land Interest"** means a freehold or Long Leasehold interest in the whole or any part or parts of the Property;
- "Long Leasehold"** means a lease with a term of greater than 251 years;
- "VAT"** Value Added Tax as provided for in the Value Added Tax Act 1994 or any similar tax replacing or introduced in addition to it.

11.2 INTERPRETATION

11.2.1 Unless this deed states otherwise:

- a) references to clauses are to the clauses of this deed; and
- b) reference to any legislation (whether specifically named or to legislation in general) shall include any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, regulations or other subordinate legislation for the time being made, issued or given under that legislation or deriving validity from it, and also reference to legislation in general is to all local, national and directly applicable supra-national laws for the time being in force.

11.2.2 Words importing one gender include any other genders and words importing the singular import the plural and vice versa.

11.2.3 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.

11.2.4 The clause headings in this deed are for reference only and do not affect its construction or interpretation.

11.2.5 Where any party to this deed comprises more than one person, the obligations and liabilities of that party under this deed shall be joint and several obligations and liabilities of those persons.

11.2.6 Unless the context requires otherwise, the words "include" and "including" shall be deemed to be followed by the words "without limitation".

11.3 TRANSFER AND RESTRICTION

The transfer of the Property to the Transferee is made subject to the matters contained or referred to in the Agreement for Sale.

11.3.1 The Transferee covenants with the Transferor with the intention of binding the Property and each and every part of it such covenant to apply until such time as the whole of the Balance has been paid to the Transferor personally not to make any Disposal of the whole or any part of the Property without first procuring that the disponee enters into a deed of covenant with the Transferor to pay the Balance when it falls due.

11.3.2 The Transferee consents to the entry of the following restriction against the Transferee's title to the Property at HM Land Registry following the registration of this transfer and shall provide the Transferor with all necessary assistance and/or documentation to permit entry of the restriction.

No disposition of the registered estate (other than a charge) by the Proprietor of the registered estate or by the Proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by IKEA Properties Investments Limited of Witan Gate House, 500-600 Witan Gate West, Milton Keynes, MK9 1SH or their conveyancer that the provisions of paragraph 11.3.1 of the transfer of this land dated [12.12.16] 2016 and made between IKEA Properties Investments Limited (1) and The Mayor and Burgesses of the London Borough of Enfield (2) have been complied with.

11.3.3 The Transferor covenants to consent to the removal of the restriction referred to in paragraph 11.3.2 once the Balance has been fully paid.

11.3.4 The Transferor covenants that following:

- (a) a Disposal and the provisions to the Transferor of a deed of covenant in accordance with clause 11.3.1; or
- (b) a disposal which is not a Disposal for the purposes of this Transfer.

The Transferor shall immediately provide the Transferee with a signed and dated certificate in a form that will satisfy the restriction referred to at clause 11.3.2 in order to allow the registration of the relevant disposal or Disposal made pursuant to paragraphs (a) or (b) above and/or form RX4 or other relevant Land Registry forms in order to allow the removal of the restriction from the relevant title subject to the relevant disposal (so as to ensure the restriction is not carried forward on disposals which are not Disposals) within ten (10) Working Days of receipt of written request.

11.3.5 The Transferee consents to the entry of the following restriction against the Transferee's title to the Property at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by a

conveyancer that the provisions of paragraph 6 of Schedule 1 of an Agreement dated [3 November 2016] made between IKEA Properties Investments Limited (1) The Mayor and Burgesses of the London Borough of Enfield (2) have been complied with or that they do not apply to the disposition.”

11.3.6 The Transferee covenants with the Transferor:

- (a) not to make an application to the Land Registry to remove or vary the restriction on the titles referred to in clause 11.3.5 above;
- (b) to provide to the Transferor official copies of the register of title to the Property showing the registration of the restrictions (described in clauses 11.3.2 and 11.3.5 above) as soon as reasonably practicable after completion of the registration of the Transferee as the proprietor of the Property.

11.4 TRANSFEEE’S INDEMNITY COVENANT

The Transferee, with the object and intent of affording to the Transferor a full and sufficient indemnity (but not further or otherwise), covenants with the Transferor that the Transferee and its successors in title will perform and observe all the covenants, agreements and other matters contained or referred to in the registers of Title Number AGL216617 as at the date hereof so far as they relate to the Property and are still subsisting and capable of taking effect and to indemnify and keep the Transferor indemnified from and against all actions, claims, losses, costs, expenses and liability suffered or sustained by the Transferor as a result of any future breach, non-performance or non-observance of the same.

11.5 IMPLIED COVENANTS

The covenants implied by the 1994 Act are varied as follows:

- 11.5.1 the covenants set out in section 2(1)(a) and section 3 are construed so that matters recorded in registers open to public inspection are considered to be within the actual knowledge of the person to whom the disposition is made.

11.6 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this deed shall not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee’s covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee may also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Land Registry’s Public Guide 18 – Joint

12 Execution

Executed as a deed by IKEA)
PROPERTIES INVESTMENTS)
LIMITED acting by a director)
in the presence of:)


witness signature:


name:

address:

occupation:

property ownership and Practice Guide
24 – Private trusts of land for further
guidance.

Executed as a deed by affixing the common)
seal of THE MAYOR AND BURGESSES OF)
THE LONDON BOROUGH OF ENFIELD)
in the presence of)

Authorised Officer
LINDA DALTON



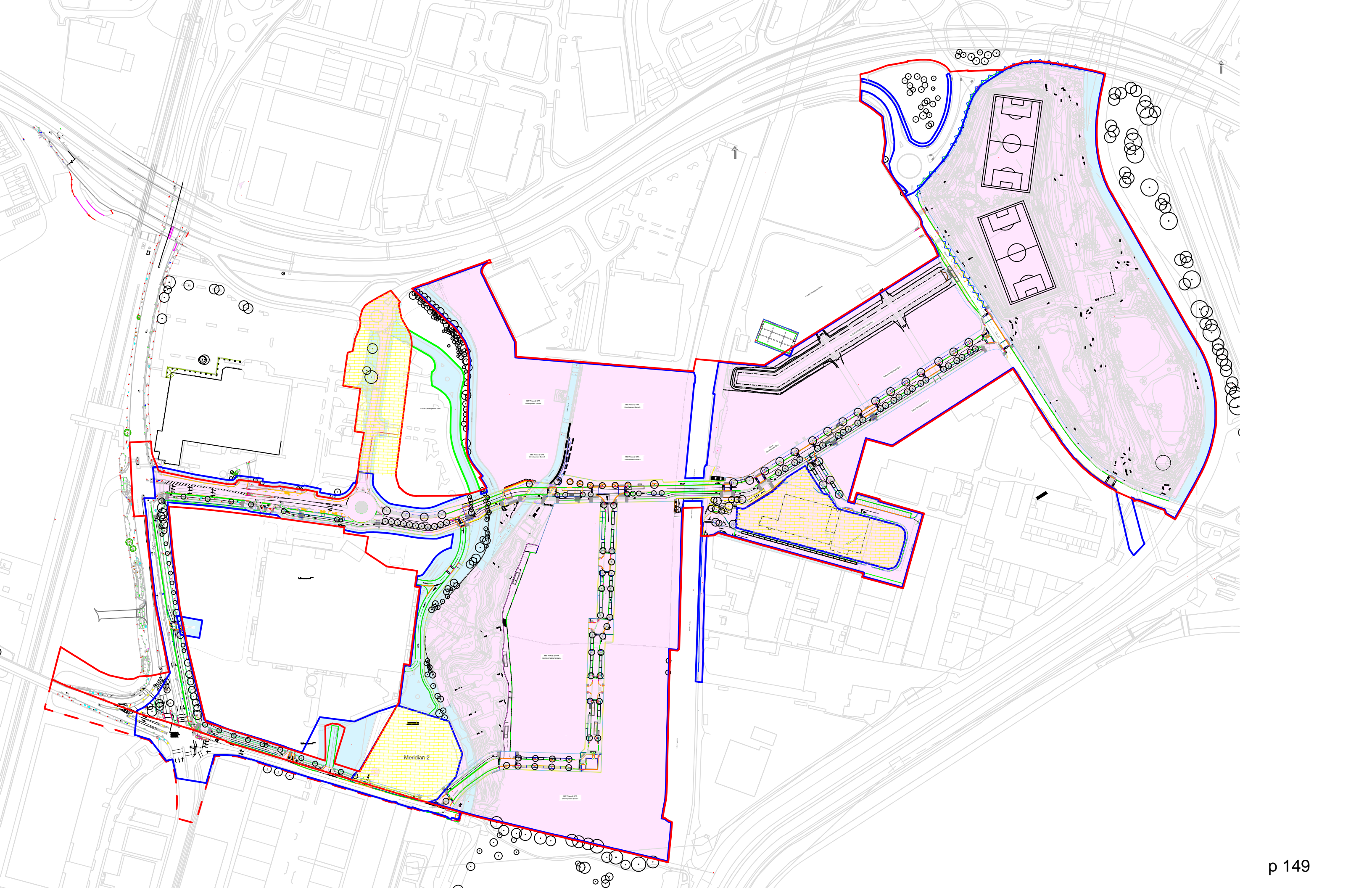
WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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Meridian 2



Canal Wall
Ordnance Survey Map ref: TQ3591NE
Title number: AGL536978