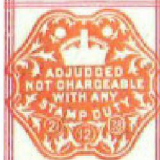


HCRC Objection to Planning Application 2018/3803

Before inviting the planning application for the temporary car park, EBC's Property Manager was not aware of the 1938 covenant on Cigarette Island Park, which limits the land to be used only "as open space for the use of the public for games and recreation" and has confirmed a "commercial rent" will be taken.

1938 Cigarette Island Covenant: (Please note the 'Schedule' – particularly Item 4)



This Conveyance

is made

the *twentieth* day of *June* One thousand nine hundred and thirty-eight **Between** THE COMMISSIONERS OF HIS MAJESTY'S WORKS AND PUBLIC BUILDINGS for and on behalf of His Majesty (hereinafter called "the Commissioners") of the one part and THE URBAN DISTRICT COUNCIL OF ESHER in the County of Surrey (hereinafter called "the Council") of the other part ~~Whereas~~ the Commissioners are the estate owners of the property hereinafter described and intended to be hereby conveyed in fee simple in possession free from incumbrances AND WHEREAS the Commissioners have agreed to convey the said property to the Council and the Council in consideration of such conveyance have agreed to enter into the covenants contained in Clauses 2 and 3 hereof **Now this Deed Witnesseth** as follows:—

1. IN pursuance of the said agreements and in consideration of the premises the Commissioners as Trustees hereby convey unto the Council ALL THOSE two pieces or parcels of land containing together by admeasurement five acres one rood and thirty-four perches or thereabouts and situate in the Parish of East Molesey in the County of Surrey and together known as Cigarette Island which said pieces or parcels of land are for the purpose of identification only more particularly delineated and described on the plan annexed hereto and thereon coloured pink TO HOLD the same unto the Council in fee simple TOGETHER with the benefit (so far as the Commissioners have power to grant the same) of (1) the covenant (contained in a Conveyance dated the twentieth day of June One thousand nine hundred and ten and made between Henry Edward Hotham of the first part Sir William St. Andrew Rouse Boughton and Lyde Ernest George Benson of the second part Hastings George Fitzhardinge Berkeley and William Dawson of the third part The Right Honourable Randal Mowbray Thomas Earl of Berkeley of the fourth part The Right Honourable Cecile Dowager Countess of Berkeley of the fifth part the said Hastings George Fitzhardinge Berkeley of the sixth part The Guardian Assurance Company Limited of the seventh part and the Commissioners of the eighth part) by the said Earl of Berkeley to indemnify the Commissioners and their assigns against certain death duties and interest and (2) the covenant

I hereby certify this to be a true copy
of the original.

Slough Borough Council
Civic Centre
High Street
Slough, Surrey
SL1 1BB

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(contained in a Conveyance and Surrender dated the thirty-first day of December One thousand nine hundred and thirty-four and made between the Commissioners of the one part and the County Council of the Administrative County of Surrey of the other part) by the said County Council to maintain the bed and banks of the River Ember adjoining certain land mentioned in the said Conveyance and Surrender but subject to the covenants by the Council contained in Clauses 2 and 3 hereof.

2. THE Council hereby covenant with the Commissioners for the benefit and protection of Hampton Court Palace that the Council will at all times hereafter observe and perform the restrictions and stipulations set forth in the Schedule hereto.

3. THE Council hereby further covenant with the Commissioners that the Council at their own expense and to the reasonable satisfaction of the Commissioners will form lay out and plant as a riverside walk the River Thames frontage land formerly owned by The Palace Estate (Thames Ditton) Limited and recently acquired by the Council and which land is situate near the property hereby conveyed and will maintain the said land as an open space subject (mutatis mutandis) to the same restrictions and stipulations as those set forth in the Schedule hereto relating to the property hereby conveyed.

The SCHEDULE before referred to:—

(1) The Council shall for ever hereafter maintain the property hereby conveyed as an open space for the use of the public for games and recreation.

(2) The Council shall not permit or allow any buildings either permanent or temporary to be erected or placed on the said property without the consent of the Commissioners in writing first had and obtained with the exception of buildings usually associated with recreation grounds or open spaces the elevations and positions of such buildings to be approved by the Commissioners.

3. (a) The Council shall not permit or allow any stalls roundabouts or similar erections upon the said property except in connection with the use of the property for functions in aid of charity on not more than three days in the year.

(b) Except as provided in (a) above the Council shall only permit the sale of sweets and refreshments from a refreshment pavilion under their control.

④ The Council shall patrol efficiently the said property and shall not permit any person or persons to land from any boat on to the said property or to embark therefrom on to any boat and shall not permit or allow any vehicle to be brought on to the property except for the purpose of the maintenance and laying out thereof and any other purposes consistent with the conditions set out in this Schedule.

5. The Council shall comply with any reasonable request of the Commissioners relative to the protection or maintenance of the amenities of Hampton Court Palace.

6. The Council shall maintain the river banks in good condition and shall cut the grass periodically during the summer months.

IN WITNESS whereof the Commissioners and the Council have caused their respective Common Seals to be hereunto affixed the day and year first before written.



26027 33
Dated 16th December 1938.

THE COMMISSIONERS OF
HIS MAJESTY'S WORKS AND
PUBLIC BUILDINGS

— TO —

THE URBAN DISTRICT COUNCIL OF
ESHER.

Conveyance

— OF —

freehold land known as Cigarette Island,
situate in the Parish of East Molesey, in
the County of Surrey.



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Has the Council obtained the advice or authority of the Commissioners (now Ministry for Housing Communities and Local Government/MHCGL) on whether consent would be given to breach the covenant? This covenant was established for “the protection or maintenance of the amenities of Hampton Court Palace” who objected to the temporary car park unless certain works are included, which have been ignored. Please note HCRC’s legal advice is that the Council cannot breach the covenant without expecting recourse and that granting planning permission would be an indication of an intention to allow a breach.

Furthermore, EBC would also be accepting income for the commercial rent on CI Park from an offshore entity Alexpo (IOM) Ltd, and for Developer Contributions in a S106 Agreement. Has the Council had legal and financial advice on whether this would be breaching money laundering legislation? At the very least HCRC requests that a full list of Alexpo IOM Ltd's directors and shareholders is released to the public. If Alexpo is not prepared to do this, one has to question why not? (Please note that HCRC can only find a record of **nominee** directors of Alexpo (IOM) Ltd all of whom are Isle of Man based accountants working for Chancery Trust Company Limited).

HCRC 9th January 2020