

# The General Law on Easements

This is a sample document.

When you purchase the **Rights And Reservations (Third Party Rights) pack** you will receive a **5 page document in pdf format** that covers the general law on easements.

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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.

Land Registry



Official copy of register of title

Title number ND166252

Edition date 11.04.2013

- This official copy shows the entries on the register of title on 03 JAN 2016 at 13:00:00.
- 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 03 Jan 2016.
- 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 Land Registry, Durham Office.

## A: Property Register

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

NORTHUMBERLAND

- 1 (10.04.2007) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land lying to the north of Alexandra Way, Cramlington.
- 2 (10.04.2007) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 (10.04.2007) The land has the benefit of the rights granted by but is subject to the rights reserved by a Conveyance of the land in this title and other land dated 19 July 1965 made between (1) William Leech (Holdings) Limited and (2) The Right Honourable George St Vincent Baron Harris and others.

NOTE: Copy filed under ND151645.

- 4 (05.11.2010) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 15 October 2010 referred to in the Charges Register.
- 5 (08.09.2011) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 6 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 The land has the benefit of any legal easements reserved by transfers of land removed from the title shown edged and numbered in green on the title plan.
- 8 Where the parts edged and numbered in green on the title plan include shared accessways rights of way are reserved thereover.

## 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 number ND166252

### Title absolute

- 1 (05.11.2010) PROPRIETOR: MILLER HOMES LIMITED (Scot. Co. Regn. No. 255429) of Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH.
- 2 (05.11.2010) The price stated to have been paid on 15 October 2010 was  $\pounds 1,405,000$ .

3 (05.11.2010) ENTRY CANCELLED on 4 November 2013.

## C: Charges Register

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

1 (10.04.2007) The land is subject to the rights granted by a Deed of Grant of Easement dated 27 April 1971 made between (1) George St Vincent Baron Harris and others and (2) Northern Gas Board.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under ND151645.

2 (05.11.2010) A Transfer of the land in this title dated 15 October 2010 made between (1) RMBI Trust and (2) Miller Homes Limited contains restrictive covenants.

NOTE: Copy filed.

- 3 (06.10.2011) ENTRY CANCELLED on 11 June 2014.
- 4 The roads, footpaths and shared accessways are subject to rights of way.
- 5 The visitors car parking spaces are subject to rights of user.
- 6 The land is subject to rights of drainage and rights in respect of water, gas and electricity supply services.
- 7 The parts of the land affected thereby which adjoin the parts edged and numbered in green on the title plan are subject to rights of support and protection and rights of overhang and eavesdrop for any structures on or near the boundaries of the parts so edged and numbered.
- 8 The parts of the land affected thereby which adjoin the parts edged and numbered in green on the title plan are subject to rights of entry for the purpose of inspecting, maintaining, repairing and renewing any structures for any building erected on or near the boundaries of the parts so edged and numbered.

### Schedule of notices of leases

ITEM CANCELLED on 12 April 2013. 1 ITEM CANCELLED on 12 April 2013. 2 ITEM CANCELLED on 12 April 2013. 3 ITEM CANCELLED on 12 April 2013. 4 ITEM CANCELLED on 12 April 2013. 5 ITEM CANCELLED on 12 April 2013. 6 ITEM CANCELLED on 12 April 2013. 7 8 ITEM CANCELLED on 12 April 2013. 9 ITEM CANCELLED on 12 April 2013. ITEM CANCELLED on 12 April 2013. 10 ITEM CANCELLED on 12 April 2013. 11 12 ITEM CANCELLED on 12 April 2013.

### Title number ND166252

## Schedule of notices of leases continued

13	ITEM CANCELLED on 12 April 2013.
14	ITEM CANCELLED on 12 April 2013.
15	ITEM CANCELLED on 12 April 2013.
16	ENTRY CANCELLED on 11 June 2014.
17	ITEM CANCELLED on 12 April 2013.
18	ITEM CANCELLED on 12 April 2013.
19	ITEM CANCELLED on 12 April 2013.
20	ITEM CANCELLED on 12 April 2013.
21	ITEM CANCELLED on 12 April 2013.
22	ITEM CANCELLED on 12 April 2013.
23	ITEM CANCELLED on 12 April 2013.
24	ITEM CANCELLED on 12 April 2013.
25	ITEM CANCELLED on 12 April 2013.
26	ENTRY CANCELLED on 11 June 2014.
27	ENTRY CANCELLED on 11 June 2014.
28	ENTRY CANCELLED on 11 June 2014.

## End of register

Title Number ND166252

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

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

Transfer of part (	of registered	title(s)
Land Registry	SEQ128	

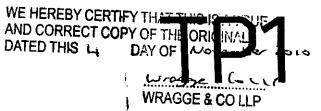
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BIRMINGHAM, B3 2AS If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

COPY

1 Title number(s) out of which the property is transferred: ND151645	
2 Other title number(s) against which matters contained in the transfer are to be registered or noted, if any:	is
Cramlington	
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:	1
4 Date: 15 Octobes 2010	
5 Transferor:	
RMBI TRUST <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnersl including any prefix: 01293566	nip
For overseas companies (a) Territory of incorporation:	
(b) Registered number in the United Kingdom including any prefix:	۲ 
6 Transferee for entry in the register:	
Miller Homes Limited	
For UK incorporated companies/LLPs Registered number of company or limited liability partners including any prefix: SC255429	hip
<u>For overseas companies</u> (a) Territory of incorporation:	
(b) Registered number in the United Kingdom including any prefix:	/
	<ul> <li>ND151645</li> <li>2 Other title number(s) against which matters contained in thi transfer are to be registered or noted, if any:</li> <li>3 Property: <ul> <li>Part of the Property as Scarbrough Court, Alexandra Way, Cramlington</li> <li>The property is identified</li> <li>☑ on the attached plan and shown: edged red on Plan 1</li> <li>□ on the title plan(s) of the above titles and shown:</li> </ul> </li> <li>4 Date: <ul> <li>IS OCTOBES 2.010</li> </ul> </li> <li>5 Transferor: <ul> <li>RMBI TRUST</li> <li>For UK incorporated companies/LLPs</li> <li>Registered number of company or limited liability partnerst including any prefix: 01293566</li> <li>For overseas companies <ul> <li>(a) Territory of incorporation:</li> <li>(b) Registered number in the United Kingdom including any prefix:</li> </ul> </li> <li>6 Transferee for entry in the register: <ul> <li>Miller Homes Limited</li> <li>For UK incorporated companies/LLPs</li> <li>Registered number of company or limited liability partnerst including any prefix:</li> </ul> </li> <li>6 Transferee for entry in the register: <ul> <li>Miller Homes Limited</li> <li>For OVErseas companies</li> <li>(a) Territory of incorporation:</li> <li>(b) Registered number of company or limited liability partnerst including any prefix: SC255429</li> <li>For overseas companies</li> <li>(a) Territory of incorporation:</li> <li>(b) Registered number in the United Kingdom including any prefix:</li> </ul> </li> </ul></li></ul>

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the	7	Transferee's intended register:	l addr	ess(es) for service for entry 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.		Miller House 2 Lochsic 9DH	le Vie	w Edinburgh Park Edinburgh EH12
		The transforor transf	are the	e property to the transferee
Place 'X' in the appropriate box. State the	8 9	Consideration		e property to the transferce
currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.	3	The transferor ha property the foll One Million four hund (£1,405,000.00) plus the Additional Su	owing red ai im if a	eived from the transferee for the sum (in words and figures): nd five thousand pounds any money or anything that has a
		Insert other rece	ipt as	appropriate:
Place 'X' in any box that applies.	10	The transferor transf	ers wi	th
		📋 full title guarant	ee	
Add any modifications.		🛛 limited title guar	rantee	
Where the transferee is more than one person, place 'X' in the appropriate box.	11	and		ransferee is more than one person
		joint tenants	tne p	roperty on trust for themselves as
		they are to hold tenants in comm	the p on in	roperty on trust for themselves as equal shares
Complete as necessary.		they are to hold	the p	roperty on trust:
Use this panel for: - definitions of terms not defined	12	Additional provisions		
above – rights granted or reserved – restrictive covenants		Definitions		
<ul> <li>other covenants         <ul> <li>agreements and declarations</li> <li>any required or permitted statements</li> <li>other agreed provisions.</li> </ul> </li> <li>The prescribed subheadings may be added to, amended, repositioned or omitted.</li> </ul>		"Access Road"	the F point the i	ns the temporary access road across Property from Alexandra Way at X on Plan 2 to the Retained Land nitial route of which is shown hed red on Plan 2
Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.		"Deed of Covenant"		ns the form of deed of covenant as out in the First schedule
		"Development"	mea	ns:
			(a)	any development within the meaning of section 55 of the Town
				and Country Planning Act 1990 (as amended by any subsequent legislation); and/or
	I			

	• •	any works of demolition construction erection of any structure or works of alteration to any structure
"Disposal"	unco disp the	ins a disposition (or a binding onditional agreement for a osition) of the whole or any part of Property but excluding an Excepted position including (but not limited
	(a)	a sale (whether or not at open market value);
	(b)	a gift;
	(c)	an exchange in return for other property;
	(d)	a declaration of trust; or
	(e)	a grant of a lease
"Dispute Resolution Procedure"	to Trai inde yea mat the app par	ans that any dispute (other than as construction and meaning of this nsfer) is to be determined by an ependent surveyor with at least 10 rs experience of dealing with such tters the surveyor to be appointed by parties and in default of agreement pointed (at the request of either ty) by the President for the time ng of the RICS
"Estate Road"	ver	ans a road with pavements and ges lighting and drainage to be nstructed on the Property and which Ill:
	(a)	provide permanent vehicular and pedestrian access from the public highway known as Alexandra Way to the Retained Land
	(b)	be of a size type location and substantial enough so as to be capable of providing vehicular and pedestrian access to the whole of the Retained Land
	(c)	) directly abut the Retained Land providing for a reasonable width of access to the Retained Land between points A and B shown on Plan; and

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	(d) be made up to adoptable standard
"Excepted Disposition"	means any of the following:
	<ul> <li>(a) the grant of a charge or debenture over the Property or any part of it but a Transfer or other Disposal by the Chargee pursuant to a power of sale shall not be an Excepted Disposition;</li> </ul>
	(b) a disposal by way of a transfer of a physically completed (or substantially completed) individual residential unit (or the sale of an individual plot upon which a residential unit is intended to be constructed and where the Transferee simultaneously with such disposition enters into a contract for the construction of the residential unit with the disponee);
	<ul> <li>(c) The transfer of a reversionary interest in the Property or any part of it subject to leases of residential units (including any ancillary car parking spaces and common parts);</li> </ul>
	(d) The grant of any easement, wayleave or similar rights over the Property which does not affect the development potential of the Property and are necessary to obtain a planning permission or effect development;
	(e) The transfer of any common parts included within or adjacent to a completed residential building to leaseholders of residential units (or to their nominee or management company); and
• •	(f) The transfer or lease of any land for use by any statutory body, highways authority, services undertaker or similar which do not affect the development potential of the Property and are necessary to obtain a planning permission or effect development.
"Home"	means the residential care home constructed by the Transferor on the Retained Land
"Notice"	means reasonable prior written notice given by one party to the other at the

	address given in this Transfer or to such other address in England or Wales as shall have been notified to the relevant party in writing
	means the development of the Property for residential purposes
	means the plans attached to this Transfer
"Planning Permission"	means the planning permission ref 06/00019 dated 30th October 2007 and all approvals of reserved matters thereunder
"Property"	the land edged on Plan 1
"Public Highway"	the public highway known as Alexandra Way
"Purchase Agreement"	means the agreement for the purchase of the Property by the Transferee dated 1 <sup>st</sup> June 2010 between the Transferor (1) and the Transferee (2)
"Retained Land"	means the retained land of the Transferor shown edged blue on Plan 1 being the land in the title less the Property
"Services"	means electricity gas water sewage telecommunications and all other services and utilities
"Services Installations"	means all drains channels sewers pipes wires cables watercourses soakaways gutters and other conducting media whatsoever (and any structures incidental to their use)
"Temporary Rights"	means rights granted by the Transferee to the Transferor of a temporary nature as set out in clause 3
Interpretation	
1.1 In this Tran requires:-	nsfer save where the context otherwise
the mascu	rting the neuter gender only shall include uline or feminine gender (as the case may words importing the masculine gender clude the feminine gender and vice
b) Words im companies	porting persons shall include firms and corporations and vice versa.

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and/or Transferee shall be deemed to be made by such persons jointly and severally and shall be deemed to include their respective successors in title. References (if any) in this Agreement to any statute d) rule or order shall be deemed to include every statutory amendment re-enactment or replacement therefore for the time being in force and every statutory instrument rule order notice regulation and direction for the time being made issued or given thereunder or deriving validity there from and from time to time thereunder. The clause paragraph and schedule headings do not e) form part of this Transfer and shall not be taken into account in its construction or interpretation. Any other land affected should be defined Rights granted for the benefit of the property by reference to a plan and the title numbers referred to in panel 2. The following rights are granted for the benefit of the 2. whole and each and every part of the Property and the Transferee shall have the right: (within 24 months of the date of this Transfer) to 2.1 enter the Retained Land on Notice (except in case of emergency) with or without workmen vehicles and appropriate equipment to carry out or complete (as appropriate and to such extent as may be required by the Transferee) any works or matters which the Transferor is obliged to do under this Transfer and has failed to do provided that the Transferee shall have first given written notice to the Transferor specifying the works or matters which are required to be remedied and the Transferor has failed to remedy such works or matters within 2 months of such notice (or within other period as shall be reasonable in the circumstances) and to carry out such works to the boundary wall between 2.2 points A and B on Plan 2 as are required by the local planning authority or highway authority to be carried out provided that the Transferee shall in carrying out such works cause as little damage as is reasonably practicable and make only such adjustments to the block paviours, curb alignment and shrubs as a reasonably necessary and shall make good all damage caused to the reasonable satisfaction of the Transferor. Rights reserved for the benefit of other land Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2. Temporary Rights granted for the benefit of the Retained

c)

Transferor

more persons all

Words importing the singular number shall include the

plural number and vice versa and where the

and/or Transferee consist of two or

covenants by the Transferor

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#### Land

3. The Transferee grants to the Transferor for the benefit of the Retained Land

#### 3.1 Access

Until the Estate Road shall have been practically completed to base course the right to pass or repass with or without vehicles over the Access Road.

3.2 Entry

The right on Notice to enter such unbuilt on areas of the Property as are reasonably necessary with or without workmen vehicles and appropriate equipment to carry out works in connection with the maintenance or repair of any structure on or Services serving the Retained Land.

Permanent Rights reserved for the benefit of the Retained Land.

- 4. The following rights are reserved for the benefit of the whole and each and every part of the Retained Land and the Transferor shall have the rights:
- 4.1 To enter the Property on Notice (except in case of emergency) with or without workmen vehicles and appropriate equipment to carry out or complete (as appropriate and to such extent as may be required by the Transferor) any works or matters which the Transferee is obliged to do under this Transfer and has failed to do provided that the Transferor shall have first given written notice to the Transferee specifying the works or matters which are required to be remedied and the Transferee has failed to remedy such works or matters within 2 months of such notice (or with other period as shall be reasonable in the circumstances);
- 4.2 Of access and egress at all times and for all purposes present and future (with or without vehicles) connected with the use and enjoyment of the Retained Land over the Estate Road (following completion of its construction to base course) from the Retained Land to the Public Highway provided that this right shall be exercisable in connection with the Home and any other use and development of the Retained Land;
- 4.3 To enter onto such parts of the Property as are reasonably necessary and unbuilt upon and not within the curtilage of any individual residential units on Notice (except in case of emergency) in order to connect into or carry out any other works which might be required to connect the Estate Road to the Retained Land and to connect into all or any of the Services Installations and lay new or maintain repair and renew Service Installations for the purposes of

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	the use and enjoyment of the Retained Land provided that the Transferor shall
	(a) obtain all necessary consents
	<ul> <li>(b) obtain all Transferee's prior written approval (not to be unreasonably withheld or delayed) in respect of any connection points;</li> </ul>
	(c) cause as little damage as is reasonably practicable and make good all damage caused to the Property;
	(d) shall from the date of any such connection contribute (according to use) to the cost of repair and maintenance of the Services Installations (excluding the cost of making good any design or construction defects); and
	(e) not overload the capacity of such Services Installations.
4.4	(To facilitate the exercise of rights referred to in clause 4.1 and 4.3 above and subject to complying with the provisions of such clauses (as appropriate)) to enter the Property with or without workmen vehicles and appropriate equipment.
4.5	Of passage of Services from the Retained Land though the Services Installations over the Property.
4.6	(Subject to complying with the provisions of clause 4.3 above) to enter the Property (except in case of emergency) with or without workmen vehicles and appropriate equipment in order to exercise the rights above
4.7	Access of light and air to the Home and any buildings as may from time to time stand on the Retained Land notwithstanding the access of light and air to the Property thereby affected.
Covei	nants by the Transferee
5.	The Transferee covenants with the Transferor and its successors in title for the benefit of the whole and each and every par of the Retained Land as follows:
5.1	The Property shall not be used for any purpose save for residential and ancillary use.
5.2	Not to do any act or thing in or upon the Property or any part thereof which shall or may be or become a nuisance or annoyance to the Transferor or any of the owners or occupiers of Retained Land save that the development of the Property for residential purposes shall not of itself constitute breach.
5.3	Not to park on nor obstruct the Estate Road

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Include words of covenant.

5.4 Not to make any Disposal (which is not an Excepted Disposition) without complying with clause 6.5 of this part below.

#### Positive covenants by the Transferee

- 6. The Transferee covenants with the Transferor that the Transferee shall:
- 6.1 Complete any development of the Property as soon as reasonably practicable (subject to market conditions) and not leave uncompleted, unsightly or dangerous structures on the Property.
- 6.2 During any construction process on the Property ensure wheel washing and other proper measures are in place and cared to ensure minimum disruption damage dirt and nuisance to the Retained Land and access thereto.
- 6.3 Maintain and repair the Estate Road and street furniture and otherwise do everything necessary to keep it in full and substantial repair and condition pending adoption.
- 6.4 (Subject to the Transferor contributing towards the cost (according to use)) maintain and repair any Services Installations jointly serving the Retained Land and the Property and located on the Property and otherwise do everything necessary to keep them in full and substantial repair and condition pending adoption (save that the Transferor shall bear the cost of any damage caused by the Transferor or its agents or contractors).
- 6.5 On any Disposal of the Property it will procure that the disponee enters into the Deed of Covenant in favour of the then owner/s of the Retained Land and has been delivered to the owner/s of the Retained Land.
- 6.6 The Transferee shall pay to the Transferor on demand all reasonable costs properly incurred by the transferor in the exercise of the rights referred to in this transfer.

#### Positive covenants

- 7. The Transferor covenants with the Transferee that the Transferor shall:
- 7.1 If the Transferee brings the Estate Road and/or Services Installations up to adoptable standard then at the request and cost of the Transferee the Transferor shall promptly enter into such agreements or other documentation as shall facilitate adoption but not so as to impose any liability or cost or payment on the Transferor (unless indemnified by the Transferee).

Include words of covenant.

7.2 With 6 months of the date of completion of construction of the Estate Road to base course to complete construction of the boundary wall (in accordance with such details and specification as may be approved by the Transferee, such approval not to be unreasonably withheld or delayed) between points (C) and (D) on Plan 2 and thereafter to repair and maintain such boundary walls.

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7.3 The Transferor shall pay to the Transferee on demand all reasonable costs properly incurred by the Transferee in the exercise rights granted for the benefit of the Retained Land in this transfer.

Other

8.

The Transferor and the Transferee hereby apply to the Chief Land Registrar to enter onto the Register of the title to the Property a restriction in the following form or as plear thereto as the Chief Land Registrar shall require:

"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 certificate signed by the registered proprietor or by its conveyancer that the provisions of clause 6.5 of the transfer dated [\_\_\_\_\_]

and made between R.M.B.I. Trust (1) and Miller Homes Limited (2) have been complied with or do not apply to this disposition".

### Charities Act 1993

The Property is held by the Transferor on trust for The Royal Masonic Benevolent Institution (Charity Registration Number 207360) a non exempt charity and this disposal is not a disposition falling within paragraphs (a) (b) or (c) of Section 36(9) of the Charities Act 1993 so the restrictions on disposition imposed by Section 36 of that Act apply to the Property

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KANNALL MARKS] and DAVID (NNES] being two of the trustees of The Royal Masonic Benevolent Institution acting under an authority conferred on them pursuant to Section 82 of the Charities Act 1993 certify on behalf of the trustees of The Royal Masonic Benevolent Institution that the trustees have power under the trusts of the charity to effect this disposition and that they have complied with the provisions of Section 36 of the Charities Act 1993 so far as applicable to it.

10 Third Parties

Nothing in this Transfer is intended to confer on any person any right to enforce any term of this

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

- 7.2 With 6 months of the date of completion construction of the Estate Road to base course complete construction of the boundary wall accordance with such details and specification as m be approved by the Transferee, such approval not be unreasonably withheld or delayed) between poir (C) and (D) on Plan 2 and thereafter to repair a maintain such boundary walls.
- 7.3 The Transferor shall pay to the Transferee on dema all reasonable costs properly incurred by t Transferee in the exercise rights granted for t benefit of the Retained Land in this transfer.

#### Other

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8. The Transferor and the Transferee hereby apply the Chief Land Registrar to enter onto the Register the title to the Property a restriction in the followin form or as near thereto as the Chief Land Registr shall require:

> "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 certificate signed by the registered proprietor or by the conveyancer that the provisions clause 6.5 of the transfer dated [

> and made between R.M.B.I. Trust (1) and Mille Homes Limited (2) have been complied with or do  $\pi$  apply to this disposition".

- 9 Charities Act 1993
- 9.1 The Property is held by the Transferor on trust for Th Royal Masonic Benevolent Institution (Charit Registration Number 207360) a non exempt charity an this disposal is not a disposition falling within paragraphs (a), (b) or (c) of Section 36(9) of the Charities Act 1993 so the restrictions on disposition imposed by Section 36 of that Act apply to the Property
- 9.2 KANDALL MARKS] and BAVID INNES being two of the trustees of The Royal Masoni Benevolent Institution acting under an authorit conferred on them pursuant to Section 82 of the Charities Act 1993 certify on behalf of the trustees o The Royal Masonic Benevolent Institution that the trustees have power under the trusts of the charity to effect this disposition and that they have complied with the provisions of Section 36 of the Charities Ad 1993 so far as applicable to it.
- 10 Third Parties

Nothing in this Transfer is intended to confer on any person any right to enforce any term of this

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on. Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

#### 11 Title

The Property is sold subject to and with the benefit of all matters contained or referred to in the deeds and documents listed at the Second Schedule so far as they still apply

12. Additional Payments

The Transferor shall have a lien on the Property for the payment of the Additional Payment in accordance with the Second Schedule of the Purchase Agreement provided always that the lien shall automatically and immediately be released and cease to apply in accordance with the terms of the Purchase Agreement

#### THE FIRST SCHEDULE

HIS DEED OF COVENANT is made the

day of

BETWEEN

[ ] of (hereinafter called "the Covenantor") of the one part and [ ] of (hereinafter called the "Coventantee") of the other part

WHEREAS:-

- (1). THIS Deed is supplemental to a transfer ("the Transfer") dated the day of 2007 whereby R.M.B.I. Trust transferred to Miler Homes Limited the Property as defined in the Transfer
- (2). THE Transfer provided for a Deed of Covenant to be entered into on any Disposal (as defined in the Transfer) of the whole or any part or parts of the Property (as defined in the Transfer)
- (3). THE Covenantor has contemporaneously with this Deed of Covenant acquired [a freehold/leasehold interest in] [description of property] as is shown edged red on plan [ ] annexed ("the Covenant Land") and has entered into this deed to give effect to the provisions of the said Transfer

NOW THIS DEED WITNESSETH as follows:

- 1. The Covenantor hereby covenants with the Covenantee that the Covenantor will comply with the obligations set out in the Schedule to this deed.
- 2. The Covenantor hereby further covenants with the Covenantee that no Disposal of the Covenant Land shall take place unless the disponee enters into a deed in the same form as this deed (mutatis mutandis) with the then owners of the Retained Land (as defined in the Transfer).

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1.14

- 3. In this Deed Disposal shall have the same meaning as defined in the Transfer
- 4. The Covenantor and the Covenantee hereby apply to the Chief onto the Register of the title to the Covenant Land a restriction in the following form or as near thereto as the Chief Land Registrar shall require:

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"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 certificate signed by <sup>11</sup> the registered proprietor or by its conveyancer" that the provisions of clause 6.5 of the transfer dated [] made between R.M.B.I. Trust and (1) Miller Homes Limited (2) have been complied with or do not apply to this disposition"

#### THE SCHEDULE

The Covenantor covenants with the Covenantee to comply with all of the Transferee set out in the clause 6.5 of the Transfer in so far as they relate to the Covenant Land

#### SECOND SCHEDULE

	Documents	
Date	Description	Parties
30.10.2007	Section 106 Agreement	Blyth Valley Borough Council (1) RMBI Trust (2)
09.01.2008	Charities Act Scheme	Charity Commission Scheme (1) RMBI (2)

And we for the

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.

13 Execution

> Executed as a deed on behalf of RMBI Trust acting by two directors or one director and the company secretary

Director AWMal D Director

Director/Secretary (DAVID INNES)

Executed as a deed on behalf of Miller Homes Limited acting by two directors and the company secretary

Director

Secretary

)

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 under section to or the Land Registration Act 2002 most documents (including this form) kept by the register 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.

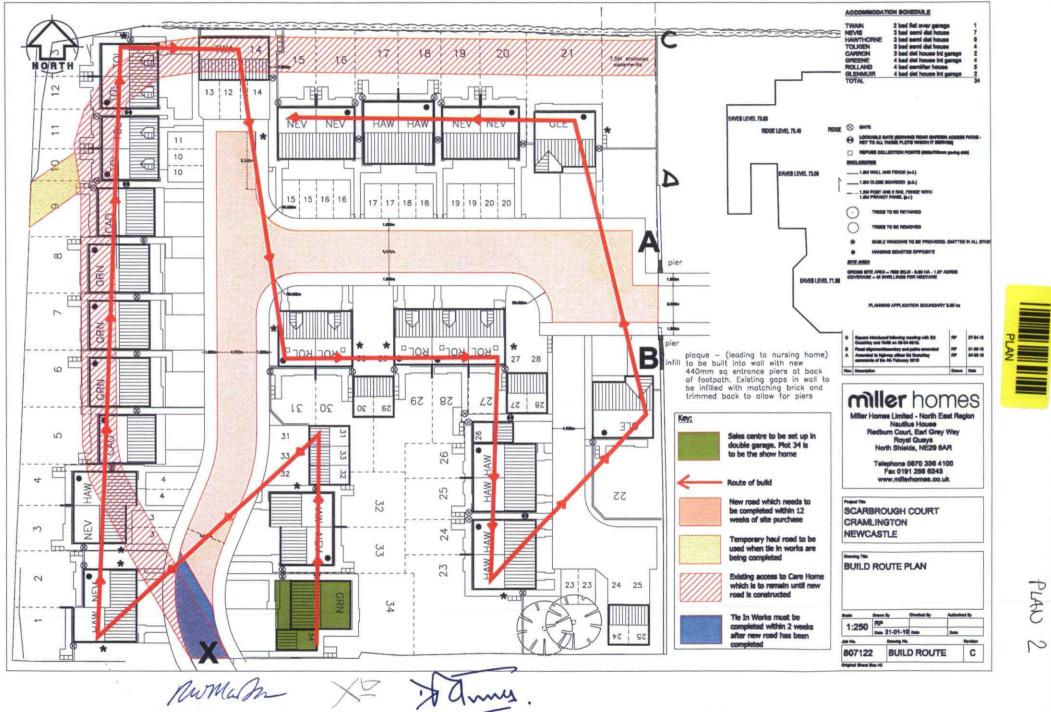
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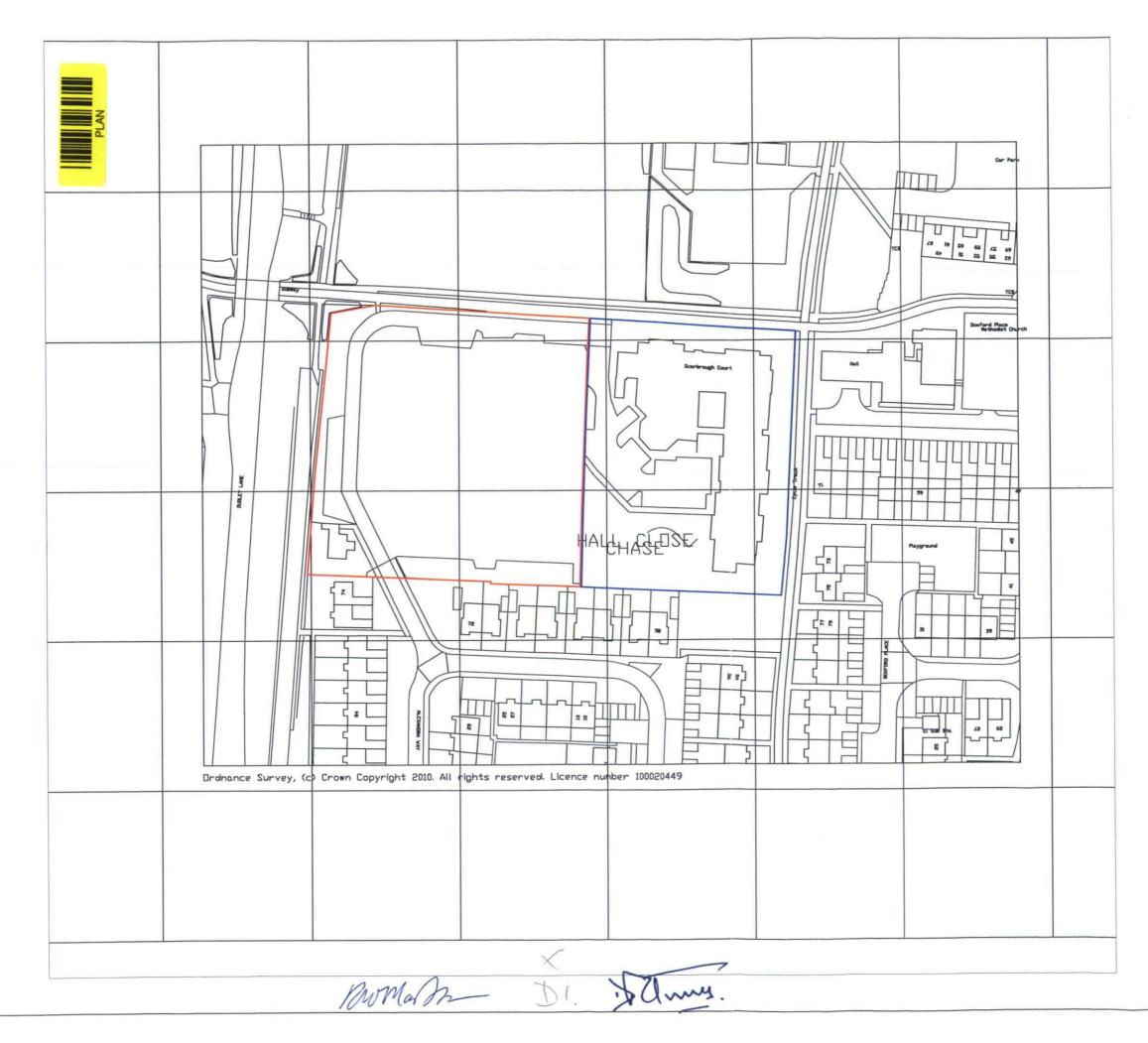
T +44 (0) 870 903 1000 F +44 (0) 870 904 1099 mail@wragge.com www.wragge.com

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Title Number ND166252

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

s Grant of Casement is made the horney 0ne thousand nine hundred and Seventy <u>BETWEEN</u> <u>GEORGE ST. VINCENT</u> BARON HARRIS M.C. V.I. WYKEHAM STANLEY BARON CORNWALLIS K.B.E. M.C. EDGAR JOHN RUTTER Esquire CHARLES PATRICK BARON RATHCREEDAN T.D. and LAWRENCE ALDRED MERVYN DUNDAS MARQUIS OF ZETLAND of 20 Great Queen Street London W.C.2. (hereinafter called "the Grantors" which expression shall include the Trustees for the time being hereof) being all the present Trustees of the Charity called the Royal Masonic Benevolent Institution of the one part and the <u>NORTHERN GAS</u> BOARD whose principal office is situate at Norgas House Killingworth in the County of Northumberland (hereinafter referred to as "the Board") of the other part WHEREAS the Grantors are seised in fee simple in possession of certain land situate at Scarborough Court Cramlington New Town in the County of Northumberland (hereinafter called "the said land") and shown on the plan hereto annexed AND WHEREAS by virtue of the Gas Act 1948 the Board is authorised (inter alia) to distribute gas in the area in which the said land is situate AND WHEREAS the Grantors have agreed to grant to the Board the easements rights and privileges hereinafter mentioned AND WHEREAS the said land forms part of the endowment of the Charity called the Royal Masonic Benevolent Institution whereof the Grantors are the Trustees and is held by them upon charitable trusts AND WHEREAS by an Order dated (\* Notelle 1970 and endorsed hereon the Charity Commissioners for England and Wales authorized the Trustees of the said Charity within six calendar months from the date thereof to execute this Deed of Grant\_\_\_\_

NOW THIS DEED WITNESSETH as follows:

1. IN pursuance of the said agreement and in consideration of the sum of Ten pounds ( $\pounds$ 10.) now paid by the Board to the Grantors (the receipt whereof the Grantors hereby acknowledge) and of the covenants by the Board hereinafter contained the Grantors as Trustees (and to the intent that the rights hereinafter granted shall be appurtenant to all such lands and hereditaments owned and occupied by the Board for the purposes of its undertaking as are accommodated by the said rights and to each and every part of such lands and hereditaments) hereby grant unto the Board ALL such easements rights and privileges as shall be necessary or proper for enabling the Board and its successors in title to lay maintain inspect alter remove enlarge renew and replace a gas main of a diameter of eight inches within the said land in the approximate position indicated by a red line on the said plan <u>TOGETHER</u> with all necessary apparatus ancillary thereto <u>TOGETHER ALSO</u> with full and free right of access at all times as the Board may reasonably require for the matters aforesaid <u>TO HOLD</u> unto the Board in fee simple\_\_\_\_\_\_ <u>THE Board</u> hereby covenants with the Grantors and their successors in

title as follows:-

2,

- (a) At all times to keep the said gas main and apparatus in proper repair and condition\_\_\_\_\_
- (b) To be responsible for and pay all rates taxes impositions and assessments that may from time to time be imposed charged or made upon or in respect of the said gas main and apparatus\_\_\_\_\_
- (c) In the course of exercising any of the foregoing powers to cause as little damage as reasonably possible to the said land and any buildings and property thereon and not to impede unnecessarily the free and uninterrupted user thereof\_\_\_\_\_
- (d) As far as possible to make good to the reasonable satisfaction of the Grantors all damage to the said land caused by the exercis of the foregoing powers or any of them and to pay proper ' compensation for all such damage not otherwise made good as aforesaid the amount of such compensation to be determined in default of agreement by arbitration pursuant to the provisions of the Arbitration Act 1950\_\_\_\_\_\_
- (e) At all times to keep the Grantors indemnified against all damages losses or expenses which the Grantors may incur by reason of any accident to or occurring in consequent of the said gas main or of the exercise by the Board of any of the foregoing powers or of any negligence of the Board in connection therewith\_\_\_\_\_\_
- 3. THE Grantors for themselves and their successors in title hereby covenant with the Board not to do or permit to be done on the said land anything that will cause damage to the said gas main or apparatus or interfere with or obstruct the said right of access thereto and to take all reasonable and necessary precautions for the prevention of such damage\_\_\_\_\_
- 4. NOTHING herein contained shall affect the powers of the Board under paragraph 1 of the Third Schedule to the Gas Act 1948 but such powers shall have full force and effect in relation to the said gas main

dedicated the covenants of the parties hereto shall cease to apply to the whole or such part of the said gas mains and apparatus (as the case may be) within the land so dedicated or acquired as aforesaid but without prejudice to any antecedent claim by either party hereunder. \_\_\_\_\_\_. IT is hereby declared and certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Five thousand five hundred pounds (£5,500.)\_\_\_\_\_\_\_

<u>IN WITNESS</u> whereof the Grantors have hereunto set their respective hands and seals and the Board has caused its Common Seal to be hereunto affixed the day and year first hereinbefore written\_\_\_\_\_

SIGNED SEALED AND DELIVERED by the said <u>GEORGE ST. VINCENT</u> <u>BARON HARRIS</u> M.C. V.I. in the presence of:

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M. Hayhor Bilmont Part. Haversham

SIGNED SEALED AND DELIVERED by the said <u>WYKEHAM STANLEY</u> <u>BARON CORNWALLIS</u> K.B.E. M.C. in the presence of:

Brenn-Vleb. hubrer ? Sticke low

SIGNED SEALED AND DELIVERED by the said EDGAR JOHN RUTTER in the presence of:

total for for The and



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SIGNED SEALED AND DELIVERED by the said <u>CHARLES PATRICK</u> <u>BARON RATHCREEDAN</u> T.D. in the presence of: *Muchael fuscil Bught hing Publ. Sumar.* 

Retired Army Office

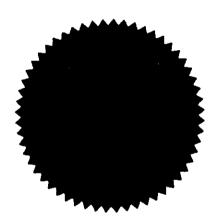
<u>SIGNED SEALED AND DELIVERED</u>) by the said <u>LAWRENCE ALDRED</u>) <u>MERVYN DUNDAS MARQUIS OF ZETLAND</u> in the presence of:

Zetland

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(THE COMMON SEAL of the NORTHERN) (GAS BOARD was hereunto affixed (in the presence of:

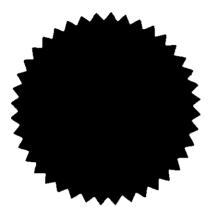
Claure

Solicitor to the Board

In the matter of the <u>Charity</u> called the <u>Royal</u> Masonic Benevolent Institution; and In the matter of the Charities Act, 1960.

THE CHARITY COMMISSIONERS FOR ENGLAND AND WALES upon application of the Trustees of the above mentioned Charity Authorize the said Trustees within Six Calendar months from this date to execute the intended Deed of Grant of Easement upon this engrossment whereof this Order is written and a copy whereof (identifiedby the Official Seal of the Commissioners and by the number 3+1+5) is deposited in the office of the Commissioners <u>SEALED</u> by Order of the Commissioners this  $6^{\text{CL}}$  day of

nouncer One thousand nine hundred and Seventy



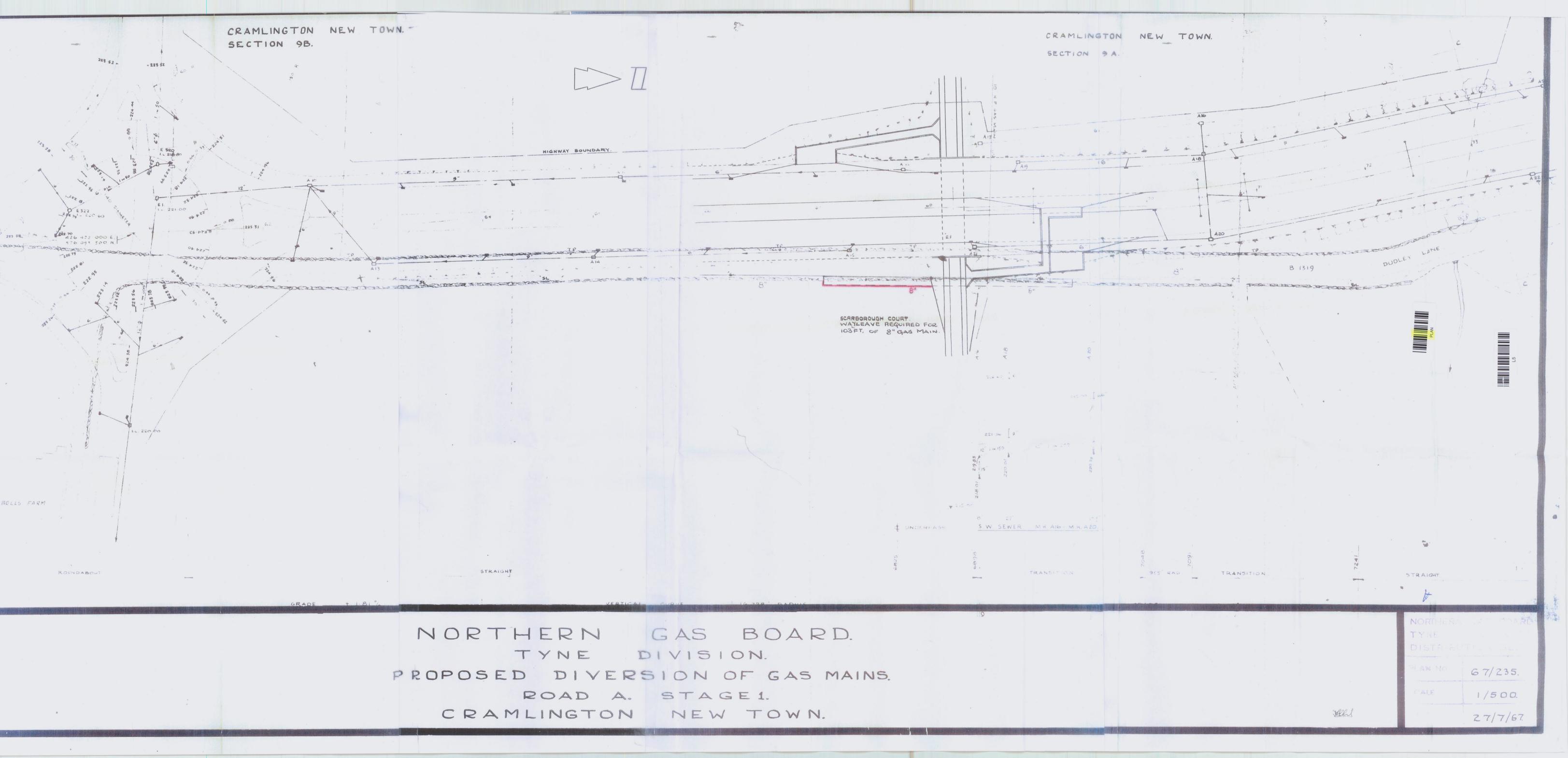
ASSISTANT COMMISSIONER

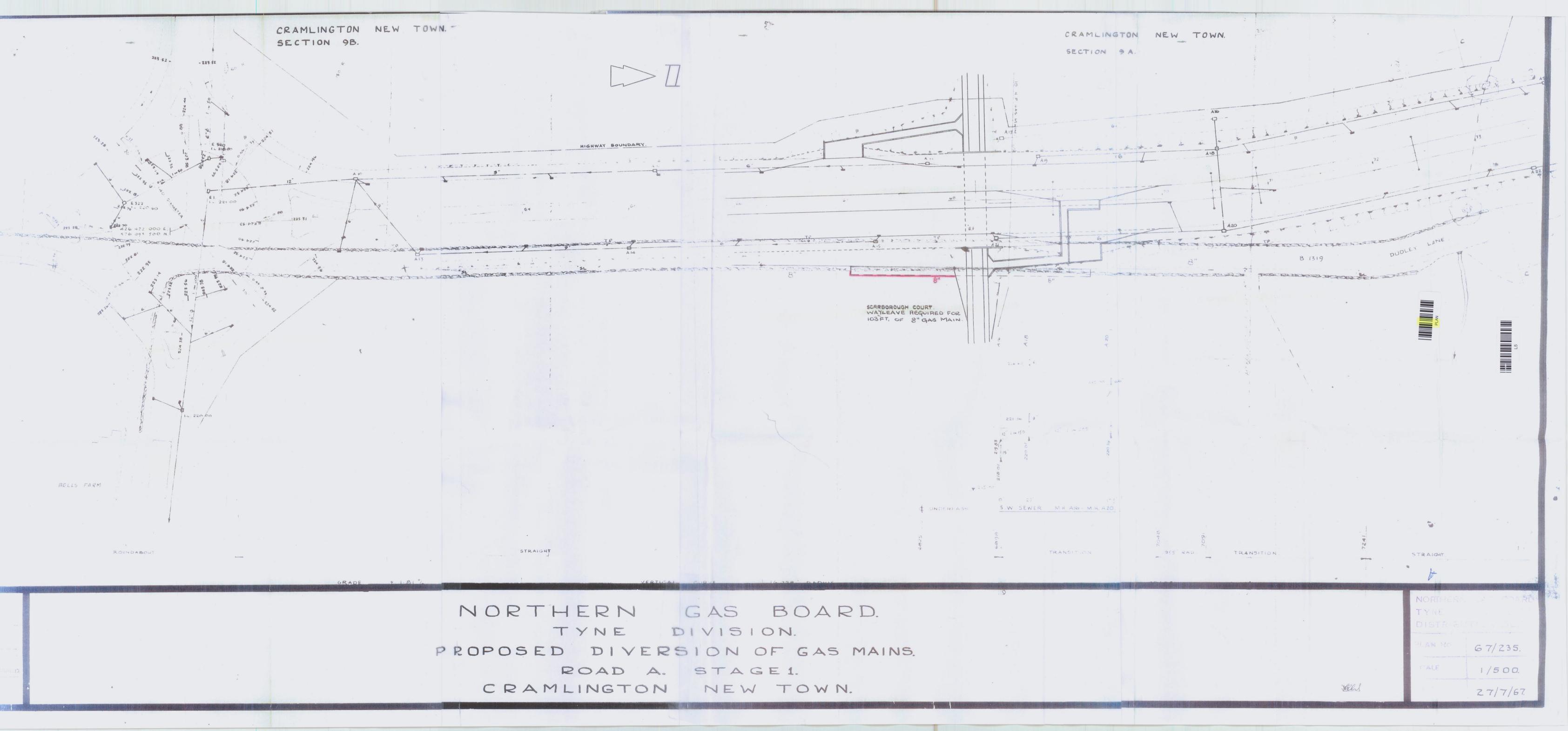


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277 Dated  $\sim$ ...19.7 THE TRUSTEES OF THE ROYAL MASONIC BENEVOLENT INSTITUTION toNORTHERN GAS BOARD 519/3(154) DUPLICATE Grant of Easement for 8" Gas Main at Scarborough Cou Cramlington New Town. 24. A=B 2 2073607 4 NOV 1970 Tz CHINE Y COMME SIC O.P. PEARCE, Solicitor, Killingwort NORTHUMBERL D.





Title Number ND166252

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21 JUL 1965 No. 30410

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The sound of the second sixty five B E T W E E N WILLIAM LEECH (HCLEINGS) HATTED the registered office of which is situate at 7/8 St. James' in the City and County of Newcastle upon Tyne (hereinafter called "to scantor") of the one part and THE RIGHT HONOURABLE GEORGE ST. ALCENT BARON HARRIS M.C. V.L. THE RIGHT HONOURABLE WYKEHAM STATENY BARON CORFWALLIS K.E.E. M.C. EDGAR JOHN RUTTER of 7 Guildford Street Carotaf Esquire THE RIGHT HONOURABLE CHARLES PATRICK EARCH RATHCREEDAN T.D. and THE MOST HONOURABLE LAWRENCE ALDRED MERVYN DUNDAS BARQUESS OF SUFFRAND being the present Trustees of the Royal Masonic Benevolent Institution (hereinafter together called "the Trustees") of the other part

Oorveyance

WHEREAS: (A) The granter is the estate owner in respect of the fee simple of the land hereinafter conveyed subject as hereinafter mentioned but otherwise free from incumbrances

(B) The Grantor is desirous of conveying the said land to the Trustees subject as aforesaid but otherwise free from incumbrances to be held by the Trustees upon the charitable trusts hereinafter declared

NOW THIS DEED WITNESSETH as follows : \_\_\_\_

IN consideration of the premises the Grantor as Settlor METEY CONVEYS unto the Trustees ALL THAT piece or parcel of land on the South side of the village of Gramlington in the County of Northumberland (formerly part of Bell's Farm otherwise the Tileries) containing three point eight acres or thereabouts for purposes of identification only delineated on Flans Numbers 1 and & annexed hereto and thereon respectively edged red and coloured red TOGETHER ALSO with the easements rights privileges and appurtenances set out in the First Schedule hereto EACEFT nevertheless and reserving unto the Grantor or other the owner or owners

for the time being of the adjoining land edged blue on the said plan in fee simple the easements rights and privileges set out in the Second Schedule hereto TO HOLD the same premises (except and reserved as aforesaid) UNTO the Trustees in fee simple SUBJECT to but with the benefit of a Mining Lease dated the third day of December One thousand nine hundred and twenty six and made between Thomas Taylor of the one part and Cramlington Coal Company Limited of the other part for the term of Sixty years from the twelfth day of May One thousand nine hundred and six and to the rights of the National Coal Board under the provisions of

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STEPHEN COX& C

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the said Mining Lease and the Coal Industry (Nationalisation) Act 1946 so far as the same relate to the premises hereby conveyed and are still subsisting UPCN the trusts hereinafter declared and contained of and concerning the same

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THE Grantor as Settlor hereby assigns unto the Trustees the full benefit (so far as the same relate to the premises hereby conveyed) of the covenant to pay compensation for subsidence and damage contained in the said Mining Lease and any other right to the payment of compensation for subsidence or damage whether contained in any statute agreement or otherwise and the right to sue for and recover compensation in respect of such subsidence or damage which has occurred at or before the execution of this Conveyance TOGETHER WITH the right (in so far as necessary) for the Trustees and their successors in title in the name of the Grantor but at their own expense and risk to sue upon or enforce observance and performance of the said covenant or other right TO HCLD the same UNTO the Trustees absolutely upon the trusts aforesaid \_\_\_\_\_

THE Trustees and their successors in title the trustees for the time being hereof shall stand possessed of the premises hereby conveyed (including any such compensation payment as aforesaid) UPON TRUST to permit the said piece or parcel of land hereby conveyed and any building or buildings for the time being erected thereon to be appropriated and used in perpetuity for the purpose of providing one or more residential or nursing homes for the relief of aged persons with limited financial resources and to apply any such compensation payment as aforesaid for such purpose PROVIDED ALWAYS that if at the expiration of Ten years from the date of this Conveyance there shall not have been crected on the land hereinbefore conveyed buildings suitable for such purpose as aforesaid or if such buildings as have then been erected on the said land are not being used for the said purpose then the Trustees or their successors in title shall for thwith and at their own cost re-convey the premises hereby conveyed (including any buildings thereon and the unexpended balance of any such compensation payment already made and

the right to further compensation) to the Grantor absolutely free from the trusts hereof and from any mort are charge or other liability whatscever (other than matters subject to which the said premises are hereby conveyed) which might or would the reafter continue to affect the property

THE Trustees HEREBY jointly and severally COVENANT with the Grantor (but not so as to impose any liability or obligation on the Trustees or any of them after they or he shall have ceased to be

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trustees or a trustee of this Deed) as follows namely : (a) Mithin five years from the date hereof or at the expiration of six months written notice from the Grantor whichever shall be the earlier to erect and at all times to maintain good and sufficient fences to the satisfaction of the Grantor on the boundaries of the property hereby conveyed

(b) That they will pay one half of the reasonable cost of the construction of the proposed pedestrian ways and cycle tracks adjoining the Northern and Eastern boundaries of the property hereby conveyed and indicated on the plan Number 1 annexed hereto Frovided such construction shall take place within twenty one years from the date hereof —

THE Grantor hereby acknowledges the right of the Trustees to the production of the documents mentioned in the Third Schedule hereto (the possession of which is retained by the Grantor) and to delivery of copies thereof

IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions

IN WITNESS whereof the Grantor has caused its Common Seal to be hereunto affixed and the Trustees have mereunto set thour respective hands and seals the day and year first before written ---

- THE FIRST SCHEDULE above referred to -

(Rights included in the Conveyance)

1. Full and free right to connect unto and use the sewers and drains now in or upon the said adjoining land edged blue on the plan annexed hereto or which may hereafter within twenty one years of the date of this Conveyance be constructed in or upon the same and the free right to enter upon such adjoining land and to lay and construct therein in such position as may be mutually agreed between the parties or their successors in title such additional drains or sewers, as may be necessary for the drainage of the buildings to be erected upon the land hereby conveyed and to repair cleanse and renew any such drains or sewers making good any damage occasioned to the surface of the said adjoining land or any buildings thereon by the exercise of such right subject to the contribution from time to time of a fair and just proportion according to user of the cost of maintaining cleansing and renewing such drains or sewers



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2. The free passage and running of soil gas and electricity in ecomon with all other persons (if any) having the like right through all refercourses sewers drains pipes and cables now or hereafter within twenty one years after the date of this Conveyance to be constructed to serve the land hereby conveyed or the buildings thereon and passing over or

under the said adjoining land edged blue subject to the payment of a due proportion according to user of the cost of inspecting cleansing repairing and renewing the same from time to time together with the right to enter upon such adjoining land as aforesaid for the purpose of inspecting cleansing repairing or renewing the said watercourses severs drains pipes and cables or any of them the persons exercising such rights making good any damage thereby caused

3. The right to enter upon the said adjoining land edged blue for the purpose of inspecting cleansing repairing or renewing any party structure or thing on or under the same and used and enjoyed in common therewith or any structure or thing upon the land hereby conveyed which cannot otherwise reasonably be inspected cleansed repaired or renewed the persons exercising such rights making good any damage thereby caused — 4. Full and free right and liberty in common with all other persons having the like right at all times and for all purposes with or without vehicles of all kinds to go pass and repass over and along the roads or streets and on foot over the pedestrian ways on the said adjoining land if as and when the same shall within twenty one years after the date of this Conveyance have been constructed and also to connect drains pipes and wires with any severs water or gas pipes or catles now or within twenty one years after the date of this Conveyance under the same the persons exercising such rights making good any damage thereby caused —

## - THE SECOND SCHEDULE above referred to --

### (Exceptions and reservations)

1. Full and free right to connect into and use for the benefit of any part of the said adjoining land edged blue the sewers and drains now in or upon the land hereby conveyed or which may hereafter within twenty one years of the date of this Conveyance be constructed in or upon the same and the free right to enter upon the land hereby conveyed and to lay and construct therein in such position as may be mutually agreed between the parties or their successors in title such additional drains or severs as may be necessary for the drainage of the buildings to be erected on the said adjoining land and to repair cleanse and renew any such drains or sewers making good any damage occasioned to the surface of the said land hereby conveyed or any buildings thereon by the exercise of such right subject to the contribution from time to time of a fair and just proportion according to user of the cost of maintaining cleansing and renewing such drains or sewers 2. The free passage and running of water soil gas and electricity through all watercourses sewers drains pipes and cables now or hereafter within twenty one years after the date of this Conveyance to be construct COLOUR

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to serve any part or parts of the said adjoining land edged blue or the buildings thereon and passing over or under the land hereby conveyed subject to the payment of a due proportion according to user of the cost of inspecting cleansing repairing and renewing the said watercourses sewers drains pipes and cables or any of them the persons exercising such rights making good any damage thereby caused 3. The right to enter upon the land hereby conveyed for the purpose of inspecting cleansing repairing or renewing any party structure or thing on or under the same and used and enjoyed in common therewith or any structure or thing upon the said adjoining land edged blue which cannot otherwise reasonably be inspected cleansed repaired or renewed the persons exercising such rights making good any damage thereby caused 4. The soil or any existing or proposed road or street to which the land hereby conveyed has a frontage

5. Any easement or right of light or air which would restrict or interfere with the free use of the said adjoining land edged blue or any other adjoining or neighbouring land of the Grantor for building or any other purpose

6. All such mines and minerals as the Grantor is unable to dispose of and all rights and powers belonging to any person interested in such mines and minerals or any other mines and minerals but so that the Trustees and their successors in title shall be entitled to all (if any) rights of compensation which the Grantor may have in respect of Camage caused to the land hereby conveyed by the exercise of such rights and powers whether such damage has accrued before or after the date hereof 7. A full and free right of way on foot only over and along the proposed pedestrian ways indicated on Plan Number 1 annexed hereto

- THE THIRD SCHEDULE above referred to -

CONVEYANCE

dated the fourteenth day of September One thousand nine hundred and fifty one and made between J. Charlton and M. Charlton (1) and J. Forster and I. Forster (2)  $\_$ dated the fifteenth day of September One thousand nine

LEGAL CHARGE

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é and renow any L		hundred and fifty one and made between J. Forster and
ic the surface		I. Forster (1) and Grainger Building Society (2) _
on by the	FURTHER CHARGE	dated the eleventh day of April One thousand nine .
lime to time of		hundred and fifty six and made between J. Forster and I.
t of maintaining		Forster (1) and Grainger Building Society (2)
	CONVEYANCE	dated the fifteenth day of April (ne thousand nine
lectricity		hundred and fifty nine and made between J. Forster and
now or hereafter		1. Forster (1) and Armia Limited (2)
ce to be constructe	CONVEYANCE	dated the first day of August One thousand nine hundred
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and sixty one and made between Armia Limited (1) and the Grantor (2) \_

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(THE COMMON SEAL of WILLIAM LEECH ((HOLDINGS) LIMITED was hereunto (affixed in the presence of : Hwing to Secretary SIGNED SEALED AND DELIVERED by the said THE RIGHT HONOURABLE GEORGE ST. ) Varns VINCENT BARON HARRIS in the presence ) of: M & anderson Spinster BELMONT PARK FAVERSHAM KENT SIGNED SEALED AND DELIVERED by the Tornwallis said THE RIGHT HONOURABLE WYKEHAM STANLEY PARON CORNWALLIS in the presence of : Des Palagers dentrate Brannensde Dentrate Secretary SIGNED SEALED AND DELIVERED by the said DCAR JOHN RUTTER in the Kagar Mutter. presence of : Beti Twants . 14 Windson House Cardiff Nurse. SIGNED SEALED AND DELIVERED by the Rathcreedon said THE RIGHT HONOURABLE CHARLES PATRICK BARON RATHCREEDAN in the presence of : G.K. Kempsell. 45, Furzedown Road Betnout, Turrez Severany. SIGNED SEALED AND DELIVERED by the said THE MOST HONOURABLE LAWRENCE at and ALDRED MERVYN DUNDAS MARQUESS CF 7ETLAND in the presence of : Daphie alterison Olliver Richmond. Jotks. Secretary -\$

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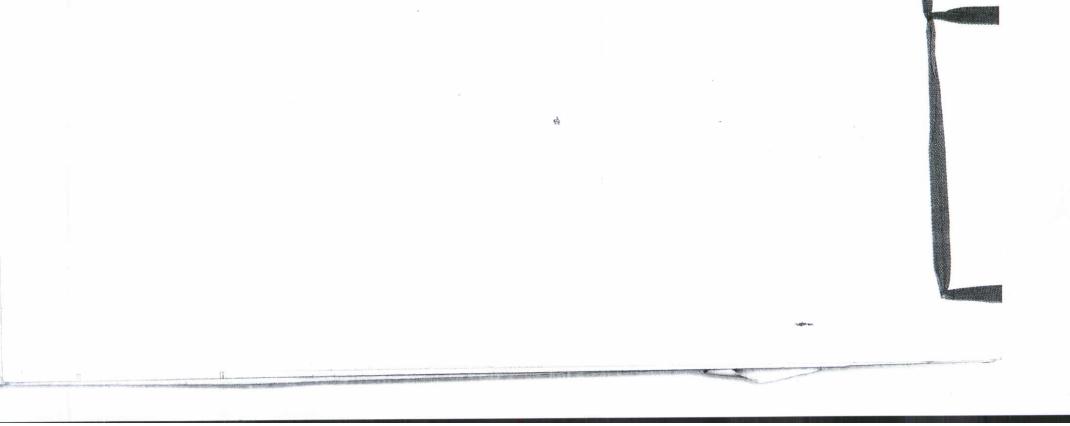
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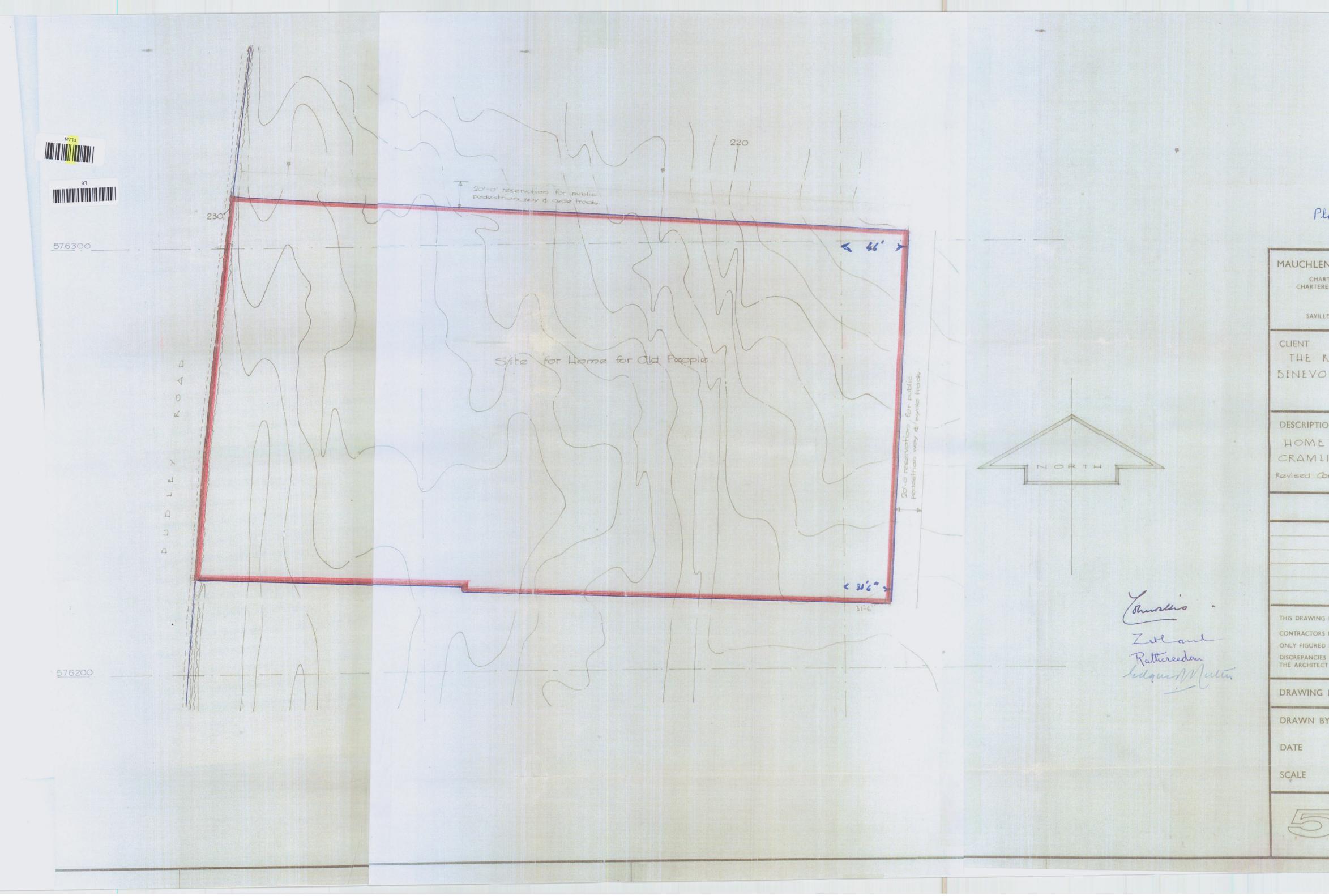
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COLOUR THE RIGHT HENCURABLE GECRGE ST. VINCENT BARCN HARRIS M.C. V.L. End OTHERS Sourcenarce WILLIAM INDON (BOLDINGS) / - - and





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