

## Official copy of register of title

Title number K511264

Edition date 11.08.2009

- This official copy shows the entries on the register of title on 23 JAN 2017 at 16:54:39.
- 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 23 Jan 2017.
- 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, Nottingham Office.

## A: Property Register

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

KENT : TUNBRIDGE WELLS

- 1 (03.05.1966) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 29A Mount Ephraim, Tunbridge Wells (TN4 8AA).

NOTE: As to the part tinted blue on the filed plan only the second or upper floor is included in the title.

- 2 The Conveyance dated 11 October 1928 referred to in the Charges Register contains the following provision:-

PROVIDED and it is hereby declared that the Purchasers and their successors in title shall not be entitled to any right of light or air which would in any way diminish or interfere with the free and unrestricted user of any adjoining property now belonging to the Vendors either for building or any other purpose and this Conveyance to the Purchasers shall not be deemed to imply the grant of any such right.

PROVIDED ALSO and it is hereby declared that if the Purchasers shall find it necessary in the construction of the Garage or permitted buildings to be erected by them on the land hereby conveyed to interfere with the existing sewers drains and drainpipes watercourses and waterpipes used and enjoyed by the Vendors and adjacent owners through and under the said land hereby conveyed and leading into or from Rock Villa Road or elsewhere the Purchasers shall be entitled to remove such sewers drains drainpipes waterpipes and watercourses provided that the Purchasers shall at their own expense substitute a new drainage and water service through the said land hereby conveyed and leading into or from Rock Villa Road or elsewhere for the use of the Vendors' adjoining premises such sewers drains and watercourses and pipes to be constructed in a good and workmanlike manner and to the entire satisfaction of the Vendors' Surveyor.

- 3 The land tinted blue on the filed plan has the benefit of the following rights granted by the Conveyance dated 28 February 1947 referred to in the Charges Register:-

"The undermentioned rights are conveyed or granted with the property hereby conveyed and as appurtenant thereto:-

## A: Property Register continued

(a) THE right to construct in the position approximately indicated on the said piece of land edged blue or in such other position as may be mutually agreed on between the parties hereto or their respective successors in title or (in default of agreement) as may be determined by the person for the time being acting as Surveyor of the Borough of Tunbridge Wells aforesaid and there to maintain repair and renew a staircase or stairway or other suitable entrance as the Purchaser may think fit from and to the property secondly hereby conveyed to and from Rock Villa Road aforesaid with full liberty of access to the said piece of land edged blue for the purpose aforesaid doing no unnecessary damage and making good all damage done.

(b) FULL right of support for the property hereby conveyed from the walls pillars and supports (whether now existing or hereafter substituted or erected) forming part of the ground floor of the premises of which the property hereby assured forms part.

(c) THE free and uninterrupted passage flow and running of water soil gas and electricity to and from the property hereby conveyed in and through the pipes drains wires and cables now existing in or upon the said ground floor or now attached thereto and any substituted pipes drains wires and cables.

(d) FULL right and liberty upon giving reasonable notice to enter into and upon the said ground floor so far as may be necessary for the purpose of inspecting cleaning repairing renewing and replacing when necessary the said walls pillars supports pipes drains wires and cables doing no unnecessary damage and making good all damage done."

NOTE: The piece of land edged blue referred to above is tinted pink on the filed plan and the approximate position for the staircase or stairway is numbered 1 thereon The property secondly conveyed is the part tinted blue on the filed plan.

- 4 The Conveyance dated 28 February 1947 referred to above contains the following provision relating to the part tinted blue on the filed plan:-

"So that the dividing plane between the said second or upper floor and the ground floor shall be taken to be a plane equidistant from the upper and lower sides of the concrete floor of the said second or upper floor."

- 5 A Transfer of the land in this title dated 30 March 1966 made between (1) S.H.Muffett Limited (Transferor) and (2) Walter Stanley Muffett and Eric Albert Charles Smith is expressed to include the following right:-

"(so far as the Transferor can transfer the same) the right to pass at all times and for all purposes connected with the land hereby transferred with or without vehicles over the land shown coloured Blue on the said plan."

NOTE: The land shown coloured blue referred to is tinted brown on the filed plan.

- 6 The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 23 September 1980 referred to in the Charges Register.

- 7 The Transfer dated 23 September 1980 referred to above contains provisions as to light or air and boundary structures.

- 8 The filed plan has been amended as to the position of the parking space.

- 9 The land has the benefit of the following rights granted by a Deed dated 1 February 1983 made between (1) Whitbread London Limited (Grantor) and (2) M & P Churchward Limited (Grantee):-

"The Grantor as Beneficial Owner hereby grants unto the Grantee

(i) Full right and liberty for the Grantee and its successors in title the owners and occupiers for the time being of the dominant land and its servants and licensees (in common with the Grantor and its

## A: Property Register continued

successors in title to the servient land) at all times hereafter by day or night to pass to or from the said premises of the Grantee over and along the roadway shown coloured brown on the said plan with or without vehicles of any description for all purposes connected with the use and enjoyment of the said premises of the Grantee subject to the Grantee contributing a fair proportion according to user of the cost of maintaining the said roadway in good repair and condition and to the Grantor and its successors as aforesaid obtaining access over the said roadway for all purposes connected with the use and enjoyment of the servient land

(ii) Full right and liberty for the Grantee and its successors in title the owners and occupiers for the time being of the said premises of the Grantee and its servants and licensees and all others authorised by it at all times hereafter by day or night to park motor vehicles on the said land shown coloured brown on the said plan

(iii) Full right and liberty for the Grantee and its successors in title the owners and occupiers for the time being of the said premises of the Grantee to lay and maintain telephone wires under the land shown coloured brown on the said plan annexed hereto."

NOTE: The land coloured brown referred to is hatched blue on the filed plan.

- 10 The hatched yellow on the filed plan is no longer of any significance and should be ignored since the entry in the register which gave rise to this reference has been cancelled.

## 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 (11.08.2009) PROPRIETOR: DERRICK STANLEY WALKER of Brockstone, Bears Den, Kingswood, Tadworth, Surrey KT20 6PL and YVONNE PATRICIA WALKER of 14 Downsview Drive, Wivelsfield Green, Haywards Heath, West Sussex RH17 7RW.
- 2 (17.11.1983) RESTRICTION: No disposition by a sole proprietor of the land (not being a trust corporation) under which capital money arises is to be registered except under an order of the registrar or of the Court.
- 3 (11.08.2009) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

## C: Charges Register

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

- 1 A Conveyance of the land in this title and other land dated 11 October 1928 made between (1) William Charles Cripps and Arthur Reginald Kelsey (2) E & H Kelsey Limited (Vendors) and (3) Percy Terrill and Ernest Arthur Baker (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 28 February 1947 made between (1) Ernest Arthur Baker and Thomas Leslie Lane (Vendors) and (2) S. H. Muffett Limited (Purchaser):-

"The following exception and reservation is made in favour of the Vendors and their successors in title (owners for the time being of the said ground floor) out of the conveyance hereby made that is to say the free and uninterrupted passage and running of water fumes smoke gas and electricity to and from the said ground floor through the pipes flues

## C: Charges Register continued

conduits wires and cables now existing in or upon the property first or secondly hereby conveyed or any substituted pipes flues conduits wires and cables with power on giving reasonable notice to enter upon the property hereby conveyed for the purpose of inspecting cleansing repairing renewing and replacing the same when necessary doing no unnecessary damage and making good with all reasonable speed all damage done."

NOTE: The property first and secondly conveyed is the land in this title.

- 3 A Transfer of the land in this title dated 23 September 1980 made between (1) Whitechalk Investments Limited and (2) M & P Churchward Limited contains restrictive covenants.

NOTE: Original filed.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 11 October 1928 referred to in the Charges Register:-

"THE Purchasers to the intent that this covenant shall be binding so far as may be on the owners or owner for the time being of the hereditaments hereby assured and to enure for the benefit of the adjoining property of the Vendors hereby jointly and severally covenant with the Vendors and their successors in title that the Purchasers and their successors in title will at all times hereafter observe and perform the restrictive covenants agreements stipulations and conditions contained in the First Schedule hereto.

THE FIRST SCHEDULE hereinbefore referred to

1. ....

2. ....

3. NO building of any kind erected on the said land hereby conveyed or any part thereof shall be used as a public house or beer shop or for the sale of any intoxicating liquors without the consent in writing of the Vendors being first obtained and such building shall be of the height of two stories only and shall not exceed in height thirty two feet from the datum level of Rock Villa Road shown on the plan hereto annexed.

4. NO temporary buildings other than those required in connection with the building of the Garage and other buildings hereinbefore mentioned shall be erected on the said land hereby conveyed and no hut shed caravan house on wheels or other chattel intended as a dwellinghouse or sleeping apartments shall be made placed or used or be permitted to remain on the said land.

5. NO bricks or tiles shall be made or burnt and no gravel sand clay stone or earth except in connection with the buildings to be erected thereon shall be removed from the said land.

6. NO intoxicating liquors shall at any time hereafter be sold on the property hereby conveyed or in or upon any buildings to be erected thereon.

7. ALL plans and elevations of all buildings to be erected on the said land are to be submitted to and approved by the Vendors' Surveyor and the Purchasers shall not erect any buildings on the said land otherwise than in accordance with plans and elevations so approved.

8. ALL windows in any buildings erected in accordance with plans and specifications approved by the Vendors' Surveyor on the land hereby conveyed and overlooking the adjoining land and premises of the Vendors shall at all times be glazed with opaque glass."

NOTE: No plan was produced on first registration.

Title number K511264

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 Land Registry.

This official copy is issued on 23 January 2017 shows the state of this title plan on 23 January 2017 at 16:54:41. 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 Land Registry, Nottingham Office .

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# H. M. LAND REGISTRY

NATIONAL GRID PLAN

TQ 5839

SECTION B

KENT

Scale 1/1250

TUNBRIDGE WELLS DISTRICT



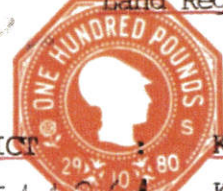
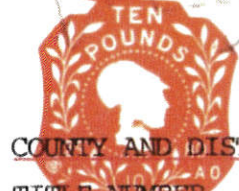
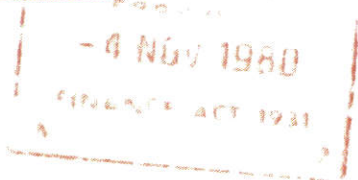


H.M. LAND REGISTRY

Land Registration Acts 1925 to 19



TRANSFER OF PART



COUNTY AND DISTRICT

KENT

TITLE NUMBER

K266231

PROPERTY

: Premises lying between Rock Villa Road and Mount Ephraim Road Tunbridge Wells

DATE

: 23rd September 1980

1. IN consideration of FIFTY-SEVEN THOUSAND POUNDS (£57,000) paid to WHITECHALK INVESTMENTS LIMITED whose registered office is at 55 Gildredge Road Eastbourne East Sussex ("the Transferor") the receipt whereof is hereby acknowledged the Transferor HEREBY TRANSFERS to M. & P. CHURCHWARD LIMITED whose registered office is at 245 Main Road Sidcup Kent ("the Transferee") FIRSTLY as beneficial owner the property which is for the purpose of identification only edged red on Plan No. 1 annexed hereto ("Plan No. 1") and edged red on Plan No. 2 annexed hereto ("Plan No. 2") consisting as to the part coloured blue on Plan No. 1 of the second or upper floor only of a factory lying between Mount Ephraim and Rock Villa Road Tunbridge Wells being part of the land comprised in the title above referred to and SECONDLY the land tinted brown and tinted brown hatched black on Plan No. 1 (hereinafter collectively called "the Property") for all the estate and interest (if any) of the Transferor therein TOGETHER WITH the easements rights and privileges mentioned in the First Schedule hereto for the benefit of the Property and any part or parts thereof EXCEPT AND RESERVED unto the Transferor for the benefit of the whole or any part or parts of the land now or formerly comprised in Title Number K266231 edged green on Plan No. 1 ("the Estate") the easements rights and privileges mentioned in the Second Schedule hereto

2. THE Transferee so as to bind the Property and any part or parts thereof into whosoever hands the same may come HEREBY COVENANTS with the Transferor and also (subject to the right of waiver and modification hereinafter reserved to the Transferor) as a separate covenant with every other person who is now or may become the registered proprietor of any land comprised in the Estate for the benefit of the Estate and each and every part thereof to observe and perform the covenants set out in the Third Schedule hereto PROVIDED ALWAYS that nothing herein contained shall operate to create a building scheme

3. THE Transferee for the purpose only of affording to the Transferor a full and sufficient indemnity HEREBY COVENANTS with the Transferor that the



Transferee and those deriving title under the Transferee will at all times hereafter observe and perform the covenants whether positive or restrictive contained or referred to in an Agreement dated the Second day of March 1979 and made between the Tunbridge Wells Borough Council (1) and S.H. Muffett (2) so far as it relates to the Property and in the documents mentioned in the registers of the above mentioned title so far as the same relate to the Property and are still subsisting and capable of being enforced and will so far as aforesaid indemnify the Transferor against any liability resulting from their future breach non-observance or non-performance \_\_\_\_\_

4. IT IS HEREBY AGREED AND DECLARED as follows:-

(a) the Transferee shall not by implication prescription or otherwise become entitled to any right of light or air which would restrict or interfere with the free use of the Estate for building or other purposes nor to any rights of way \_\_\_\_\_

(b) the Transferor may at any time hereafter release waive or modify any of the covenants imposed by the Transferor upon the Estate \_\_\_\_\_

(c) where the context so admits the masculine gender shall include the feminine gender the singular the plural and the expressions "the Transferor" and "the Transferee" shall be deemed to include their successors in title and where there are two or more persons included in the expression "the Transferee" the covenants by the Transferee shall be deemed to be made by such persons jointly and severally \_\_\_\_\_

(d) the dividing walls (if any) between any buildings erected or to be erected on the Property and the buildings erected or to be erected on adjoining land included in the Estate (including boundary walls of any garages whether or not erected by or on behalf of the Transferor) shall be deemed to be party walls as defined by Section 38(1) of the Law of Property Act 1925 and be maintained by the respective owners accordingly-

(e) the boundary features which belong to the Property are marked on the Plan with a 'T' within the boundaries of the Property \_\_\_\_\_

THE FIRST SCHEDULE

Grant of Easements

1. The right to the free passage and running of water soil gas electricity and other services through all drains channels sewers pipes wires cables watercourses gutters and other conducting media ("the Service Installations") now in on under or belonging to the Estate or which may be constructed within eighty years from the date hereof ("the Specified Period") subject to compliance with the covenant to repair hereinafter contained \_\_\_\_\_

2. The right at any time within the Specified Period to enter upon the Estate to lay or construct Service Installations through the Estate and to

connect to any Service Installations upon the Estate causing as little damage as possible and making good to the reasonable satisfaction of the Transferor any damage caused PROVIDED ALWAYS AND IT IS HEREBY AGREED that the Transferor's written approval shall be obtained to the route of any such Service Installations before they are so laid or constructed such approval not to be unreasonably withheld \_\_\_\_\_

3. The right to keep and use the eaves gutters spouts downpipes chimneys foundations and any similar structures (hereinafter together referred to as "the Projections") incidental to the user of any buildings on the Property which overhang or protrude beneath the Estate \_\_\_\_\_

4. The right to enter after giving reasonable notice at all reasonable times (except in the case of emergency) upon the Estate for the purpose of inspecting cleaning maintaining repairing and renewing the buildings walls fences and other boundary structures on the Property and the Service Installations and Projections causing as little damage as possible and making good to the reasonable satisfaction of the Transferor any damage caused \_\_\_\_\_

5. The benefit of the rights of support for that part of the Property tinted blue on Plan No. 1 from the walls pillars and supports (whether now existing or hereafter substituted or erected) forming part of the premises situate beneath the Property tinted blue on Plan No. 1 as defined in Note 2(b) of the Property Register of the before numbered title so far as the Transferor can assign the same TOGETHER ALSO WITH similar rights of support from the walls pillars and supports forming part of the buildings on the Estate \_\_\_\_\_

6. All other rights easements quasi-rights and quasi-easements (other than of way) enjoyed in respect of the Property over the Estate as would be deemed to exist if the Property and the Estate had been used in their present state from time immemorial but by different owners \_\_\_\_\_

#### THE SECOND SCHEDULE

##### Exceptions and Reservations

1.  The right for the Transferor and the respective proprietors for the time being of the Estate to whom the Transferor may grant a corresponding right of way and all other persons now or hereafter authorised by any of them the right of way for all reasonable purposes in connection with the enjoyment of the Estate to go pass and repass along over and upon that part of the land hereby transferred coloured brown and coloured brown hatched black on Plan No. 1. JW

2.  The right for the Transferor and the respective proprietors for the time being of the unit marked 'A' in black on Plan No. 2 to park one private road-worthy and duly licensed vehicle on the area shown for the purposes of identification only marked 'A' and hatched red on Plan No. 2. JW

3. The right to the free passage and running of water soil gas electricity

and other services from and to the Estate through the Service Installations now or within the Specified Period laid through the Property subject to the payment of a fair and proper proportion of the expense from time to time of cleaning maintaining repairing and renewing the same \_\_\_\_\_

4. The right at any time within the Specified Period to enter upon the Property to lay Service Installations through the Property or to connect any such installations to Service Installations now or within the Specified Period laid through the Property causing as little damage as possible and making good to the reasonable satisfaction of the Transferee any damage caused \_\_\_\_\_

5. The right to keep and use the Projections incidental to the user of the buildings on the Estate which overhang or protrude beneath the Property \_\_\_\_\_

6. The right to enter after the giving of reasonable notice at all reasonable times (except in the case of emergency) upon the Property so far as may be necessary for the purposes of inspecting cleaning maintaining repairing and renewing the buildings walls fences and other boundary structures on the Estate and the Service Installations and Projections causing as little damage as possible and making good to the reasonable satisfaction of the Transferee any damage caused \_\_\_\_\_

7. All other rights easements quasi-rights and quasi-easements (other than of way) enjoyed in respect of the Estate over the Property as would be deemed to exist if the Property and the Estate had been used in their present state from time immemorial but by different owners \_\_\_\_\_

#### THE THIRD SCHEDULE

##### Covenants

1. The Transferee will not do or permit to be done any act or thing on or about the Property which shall or may be or become an annoyance nuisance damage or disturbance to the Transferor or the owner or occupier of any part of the Estate \_\_\_\_\_

2. Not to park vehicles anywhere on the Estate other than in the area coloured blue on Plan No. 2 nor to obstruct the access way leading from the Property into Mount Ephraim \_\_\_\_\_

3. Not to obstruct or in any way lessen the amount of light enjoyed by the windows on the Estate \_\_\_\_\_

4. To maintain the boundary features which belong to the Property in good order and repair \_\_\_\_\_

5. To keep the Service Installations within and serving the Property and the land edged green on Plan No. 1 in good repair \_\_\_\_\_

6. To pay to the Transferor or the Transferor's successors in title a fair proportion according to use of the cost incurred by such persons in maintaining and repairing the Service Installations which pass through the Estate

such fair proportion to be determined in the event of dispute by a surveyor to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors at the instance of any person obliged to contribute the decision of such surveyor (who shall also determine the question of costs) to be final

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7. To comply in all respects and at its own expense with condition number 2 of the planning permission granted by Tunbridge Wells Borough Council dated the Twenty-ninth day of June 1979 under reference number TW/79/0344 deposited on the Twenty-third day of March 1979

---

THE COMMON SEAL of WHITECHALK )  
INVESTMENTS LIMITED was hereunto )  
affixed in the presence of:- )

*[Handwritten signature]*  
*[Handwritten signature]*

Director  
Secretary



THE COMMON SEAL of M. & P. )  
CHURCHWARD LIMITED was hereunto )  
affixed in the presence of:- )

*[Handwritten signature]*  
*[Handwritten signature]*

Director  
Secretary



DATED

1980

RR FILE  
K511264

1980

WHITECHALK INVESTMENTS LIMITED

- to -

M. & P. CHURCHWARD LIMITED

T R A N S F E R

relating to the second or upper  
floor of a factory lying between  
Mount Ephraim and Rock Villa Road  
Tunbridge Wells Kent and land  
adjoining

Thomson Snell & Passmore,  
3 Lonsdale Gardens,  
Tunbridge Wells,  
Kent TN1 1NX.  
27/mag/tb



PLAN

NATIONAL GRID PLAN

TQ 5839

SECTION B

KENT

Scale 1/1250

TUNBRIDGE WELLS DISTRICT

TK511264

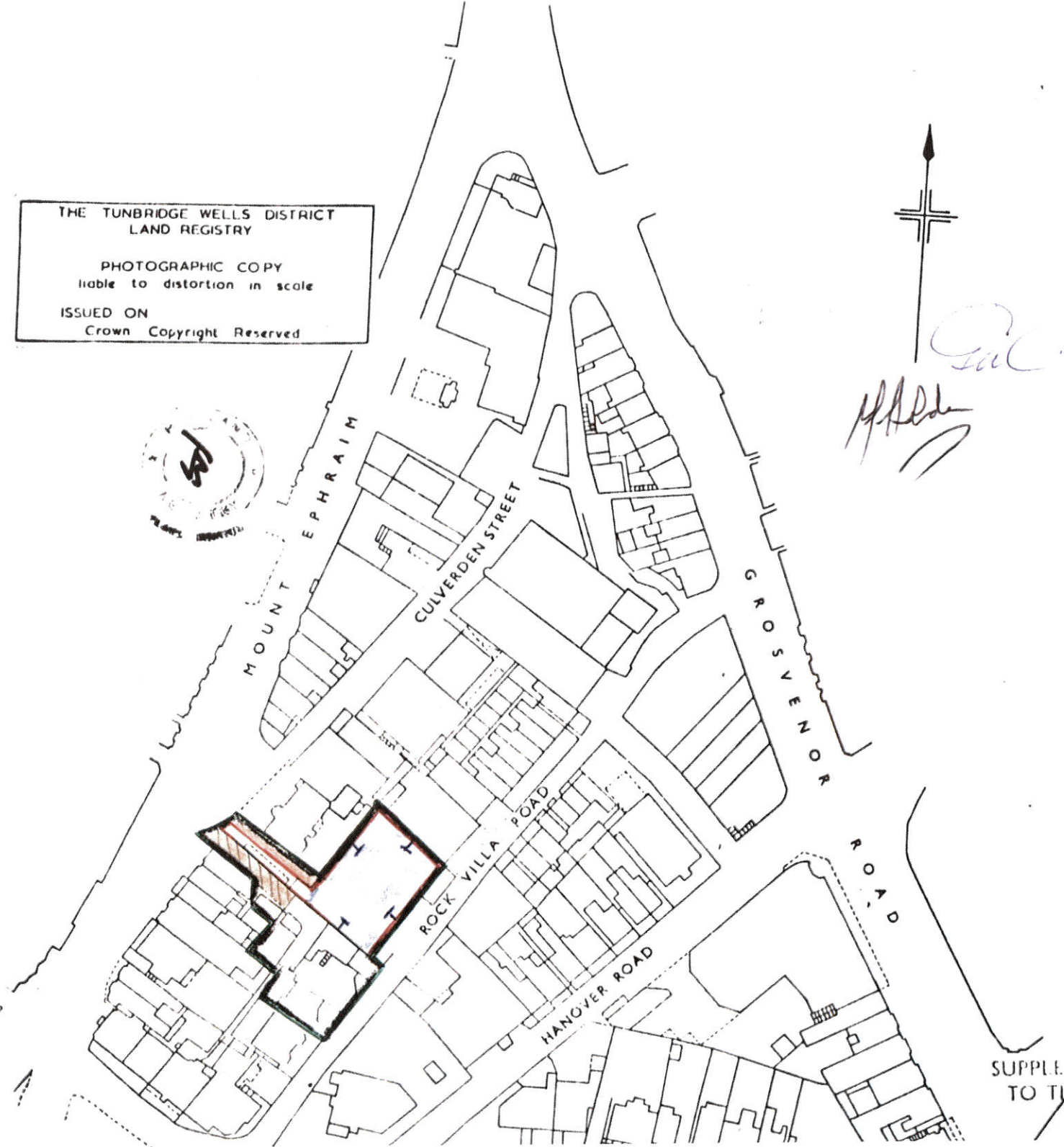
THE TUNBRIDGE WELLS DISTRICT  
LAND REGISTRY

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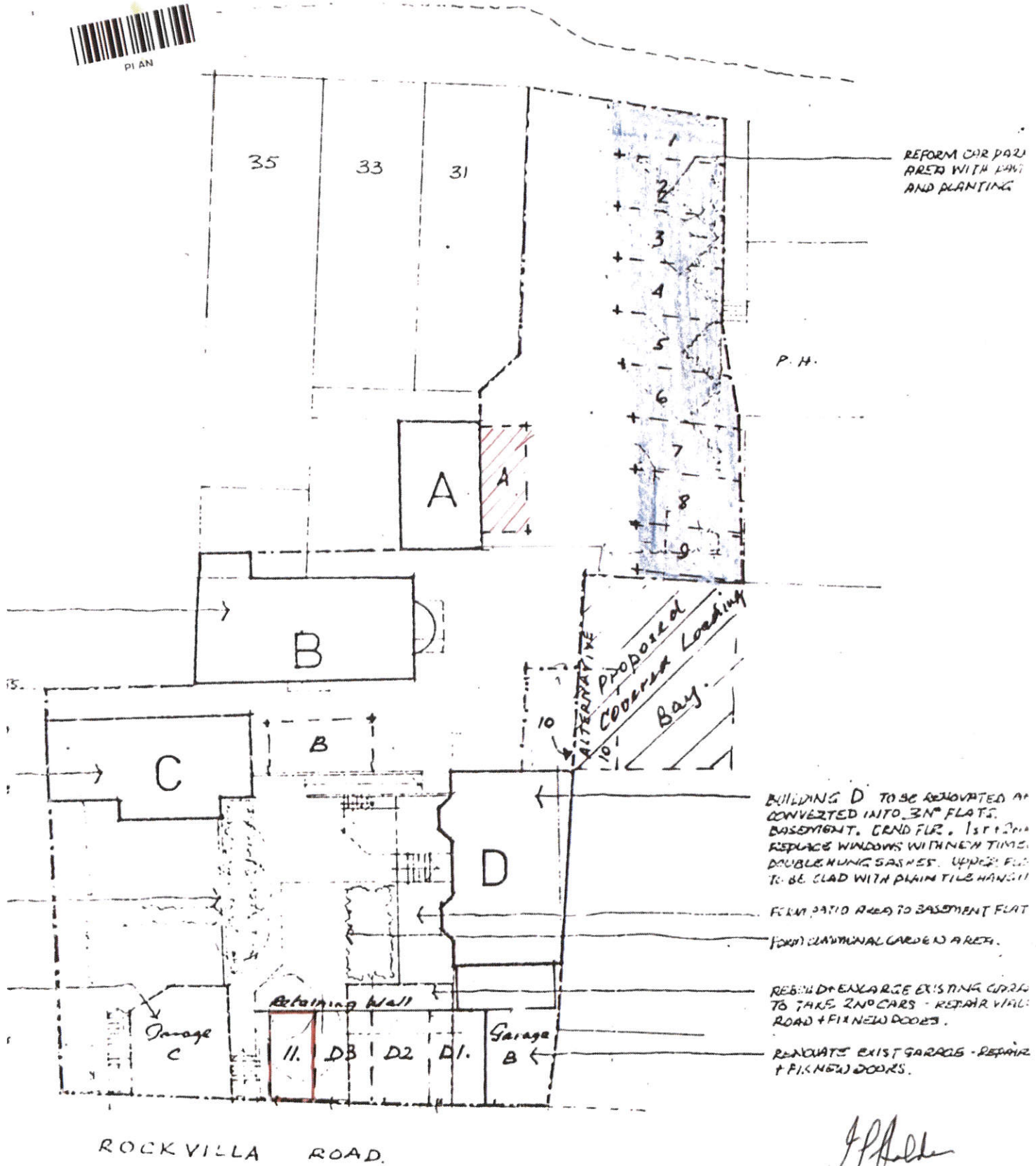
*Handwritten signatures and initials*



SUPPL. TO T



PLAN



SITE LAYOUT PLAN

1/250

*J. P. Holden*  
*[Signature]*

PLAN NO 2

DATED

1<sup>st</sup> February

1983

WHITBREAD LONDON LIMITED

&

M. & P. CHURCHWARD LIMITED

DEED OF GRANT OF EASEMENT

Max Barford & Co.,  
Solicitors,  
16 Mount Pleasant,  
Tunbridge Wells,  
Kent.



THIS DEED is made the *First* day of *February* 1983  
BETWEEN WHITBREAD LONDON LIMITED whose registered office is at  
Park Street West Luton Bedfordshire (hereinafter called "the  
Grantor" of the one part and M. & P. CHURCHWARD LIMITED whose  
registered office is at 245 Main Road Sidcup Kent (hereinafter  
called "the Grantee") of the other part

W H E R E A S:-

- (1) The Grantor is the estate owner in respect of the fee simple in possession and free from incumbrances of the land (hereinafter called "the Servient Land") situate in the County of Kent and known as land forming part of The George Public House Tunbridge Wells aforesaid delineated on the plan annexed hereto and thereon edged pink
- (2) The Grantee is registered as proprietor with absolute title under Title Number K511264 of the freehold land (hereinafter called "the Dominant Land") situate in the said County of Kent and known as 29A Mount Ephraim Tunbridge Wells aforesaid delineated on the said plan annexed hereto and thereon edged blue

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of the sum of Four thousand pounds (£4,000) (the receipt whereof is hereby acknowledged) the Grantor as Beneficial Owner hereby grants unto the Grantee
- (i) Full right and liberty for the Grantee and its successors in title the owners and occupiers for the time being of the dominant land and its servants and licensees (in common with the Grantor and its successors in title to the servient land) at all times hereafter by day or night to pass to or from the said premises of the Grantee over and along the roadway shown coloured brown on the said plan with or without vehicles of any description for all purposes connected with the use and enjoyment of the said premises

of the Grantee subject to the Grantee contributing a fair proportion according to user of the cost of maintaining the said roadway in good repair and condition and to the Grantor and its successors as aforesaid obtaining access over the said roadway for all purposes connected with the use and enjoyment of the servient land

(ii) Full right and liberty for the Grantee and its successors in title the owners and occupiers for the time being of the said premises of the Grantee and its servants and licensees and all others authorised by it at all times hereafter by day or night to park motor vehicles on the said land shown coloured brown on the said plan

(iii) Full right and liberty for the Grantee and its successors in title the owners and occupiers for the time being of the said premises of the Grantee to lay and maintain telephone wires under the land shown coloured brown on the said plan annexed hereto J B  
TO HOLD the said rights unto the Grantee in fee simple

2. The Grantor and the Grantee apply herewith to the Registrar to enter the rights hereby granted as appurtenant rights forming part of the description of the land in the Property Register of Title Number K511264

3. The Grantor hereby acknowledges the right of the Grantee to the production of the documents specified in the Schedule hereto and to delivery of copies thereof and undertakes with the Grantee for the safe custody of the same

4. It is hereby 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 £25,000

IN WITNESS whereof the parties hereto have hereunto

of the Grantee subject to the Grantee contributing a fair proportion according to user of the cost of maintaining the said roadway in good repair and condition and to the Grantor and its successors as aforesaid obtaining access over the said roadway for all purposes connected with the use and enjoyment of the servient land

(ii) Full right and liberty for the Grantee and its successors in title the owners and occupiers for the time being of the said premises of the Grantee and its servants and licensees and all others authorised by it at all times hereafter by day or night to park motor vehicles on the said land shown coloured brown on the said plan

(iii) Full right and liberty for the Grantee and its successors in title the owners and occupiers for the time being of the said premises of the Grantee to lay and maintain telephone wires under the land shown coloured brown on the said plan annexed hereto

TO HOLD the said rights unto the Grantee in fee simple

2. The Grantor and the Grantee apply herewith to the Registrar to enter the rights hereby granted as appurtenant rights forming part of the description of the land in the Property Register of Title Number K511264

3. The Grantor hereby acknowledges the right of the Grantee to the production of the documents specified in the Schedule hereto and to delivery of copies thereof and undertakes with the Grantee for the safe custody of the same

4. It is hereby 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 £25,000

IN WITNESS whereof the parties hereto have hereunto caused their

respective Common Seals to be hereunto affixed the day and year before written

The Schedule before referred to

14.4.1958.	Conveyance and Assignment	Flowers Breweries (Southern) Ltd (1) Flowers Breweries Ltd (2)
31.8.1960.	Deed of Release and Substitution (Receipt endorsed dated 21.5.1964)	The London Assurance (1) Flowers Breweries Ltd (2) Flowers Breweries (Northern) Limited (3)

THE COMMON SEAL of  
WHITBREAD LONDON LIMITED  
was hereunto affixed in  
the presence of:-

X - J.P. Anon Director  
X - A. Selman Secretary

THE COMMON SEAL of  
M & P CHURCHWARD LIMITED  
was hereunto affixed in  
the presence of:-

M.C. Director

A. Selman Secretary

