

These are the notes referred to on the following official copy

Title Number K684745

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31 JAN 1990

FINANCE ACT 1931

TRANSFER OF PART IMPOSING FRESH RESTRICTIVE COVENANTS

(Rule 135 Land Registration Rule 1925)

KENT : THANET

K.169399

Newmans Home Lanthorne Road Broadstairs Kent

Dated:

5th January 1990

IN CONSIDERATION OF FOUR HUNDRED AND FIFTY ONE THOUSAND POUNDS

(£451,000.00) the receipt whereof is hereby acknowledged

WE, THE KENT COUNTY COUNCIL of County Hall Maidstone Kent

(hereinafter called "the Transferors") as beneficial owners

hereby transfer to G.E. BOWRA GROUP LIMITED whose Registered

Office is situate at 18 Leigh Road Haine Industrial Estate

Ramsgate Kent (hereinafter called "the Transferees") the land

shown and edged with red on the plan annexed hereto (the Plan)

being part of the land comprised in the title above mentioned

TOGETHER with the rights contained in the First Schedule hereto

with a reservation for the benefit of the Transferors retained

land as hereinafter defined and lying to the south of the

property of a right of way at all times and for all purposes

with or without vehicles of any kind over and along the said

land between the point marked "X" and the said retained land

and the points marked A and B on the said plan or over such

route between the said three points as shall comprise the site

of the major access road to be constructed by the Transferee

or its successors in title forming part of any development of

the property and its extension to the retained land in accordance

with the Transferees covenant in the First Schedule Clause 1(6)

provided that such development shall take place within the period

of 50 years from the date of the Transfer to the Transferee

31 JAN 1990 702470

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P QUALITY

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E [THE FIRST SCHEDULE] F

1. X THE Transferees hereby covenant with the Transferors so as to bind their successors in title and benefit the Transferors retained land ("the retained land") edged green on the Plan to the intent that the burden of this Covenant may run with and bind the property and each and every part thereof to the intent that the benefit of such Covenant may be annexed to and run with the retained land to observe and perform the following stipulations:

✓ (1) Not to become entitled by implication prescription or otherwise to any rights of light or air or other rights which would restrict or interfere with the free use of the Transferors' retained land for building or other purposes

PL (2) To indemnify the Transferors from and against all claims and demands made against the Transferors by reason of any future breach of the covenants contained in the Conveyance referred to in entry 1 of the Charges Register

PL (3) Pursuant to Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 to provide maintain repair and renew whenever necessary the five feet high chain link fence on the southern boundary of the Property

E (4) The right of the Transferor (in common with the Transferees and all others entitled thereto) to the free and uninterrupted passage and running of water soil gas and electricity by and through those sewers drains watercourses pipes wires cables and other service conduits which now or within eighty years from the date hereof run under along or over the property with full right and liberty for the Transferor and its successors in title to the said adjoining land at all reasonable times and upon giving prior notice in

writing except in cases of emergency to enter upon the property with or without workmen and appliances for the purpose of connecting to inspecting repairing maintaining renewing relaying or disconnecting from the said sewers drains watercourses pipes wires cables and other service conduits or removing therefrom any obstruction the Transferor and its successors in title making good at its or their own expense and to the reasonable satisfaction of the Transferee and the Transferee's successors in title to the said land all damage and disturbance caused by the exercise of such rights as aforesaid and also paying a fair proportion in common with all other persons having the like right to use the said sewers drains watercourses pipes wires cables and other service conduits of the expense of repairing cleansing maintaining and renewing the same PROVIDED however that the Transferee shall be entitled at the Transferee's expense to re-route any of such services existing at the date hereof to such new routes as shall be agreed beforehand in writing by the Transferor or its successors on condition that the Transferee shall cause as little disturbance and inconvenience as possible to the Transferor or its successors and shall make good at the Transferee's own expense all damage caused to the said adjoining land by the works concerned

- (5) Any other rights and easements or quasi-rights and quasi easements at present appurtenant to or enjoyed with the said adjoining land over or in relation to the said land
- (6) Pursuant to Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 to construct

within one year of the date of the commencement of any development of the property and to a standard capable of being adopted by the Highway Authority as a public highway a major access road to serve any such development of the property and to extend the said road from the point marked "X" on the said plan to the Transferors retained land in a precise position to be agreed by the Transferor between the points marked A and B on the boundary thereof shown on the said plan] 4

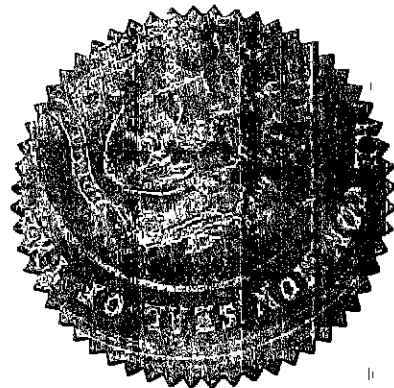
IN WITNESS whereof the Transferor and the Transferee have hereunto caused their Common Seals to be hereunto affixed the day and year first before written

THE COMMON SEAL OF
THE KENT COUNTY COUNCIL
was hereunto affixed in
the presence of:-

G.W. Swift

Authorised Signatory

H. Zung County Solicitor



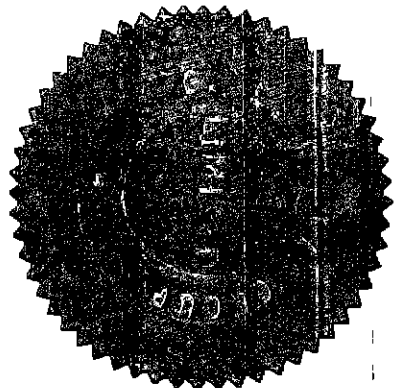
THE COMMON SEAL of
G.E. BOWRA GROUP LIMITED
was hereunto affixed in
the presence of:-

[Signature]

..... Director

[Signature]

..... Secretary





LA 076708

Handwritten signature
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Kent County Council
LAND & PROPERTY
1 K. King JP SAC (Land & Property)
Head of Land and Property
Springfield
Maidstone
Kent ME14 2LE
Tel: (0622) 671411

GROUP
ESTATES & VALUATION

PROJECT REF.
PROJECT

DRAWING TITLE
**BROADSTAIRS
Newmans OPH &
The Foreland Schc**

SCALES
1:1250

DRAWN BY
AGP
CHECKED
DATE
AUG 8
REV A

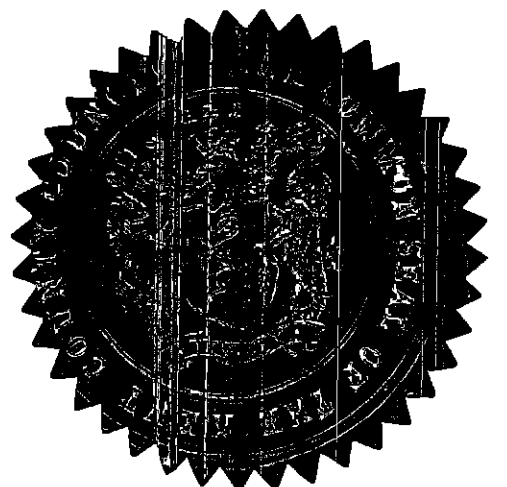
DRAWING NO.
TR 3968/1j

THE COMMON SEAL of THE KENT
COUNTY COUNCIL was hereunto
affixed in the presence of:-

P. W. Smith

Authorised Signatory

P. W. Smith County Solicitor



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