



## The Law on Covenants

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This is a sample document.

When you purchase the **Covenants Pack** you will receive a **11 page document in pdf format** that covers most aspects of the law on covenants.

The electronic official copy of the register follows this message.

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



## Official copy of register of title

Title number 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 £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

- 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 ITEM CANCELLED on 12 April 2013.
- 8 ITEM CANCELLED on 12 April 2013.
- 9 ITEM CANCELLED on 12 April 2013.
- 10 ITEM CANCELLED on 12 April 2013.
- 11 ITEM CANCELLED on 12 April 2013.
- 12 ITEM CANCELLED on 12 April 2013.

## 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

**These are the notes referred to on the following official copy**

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.



SEQ128

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



COPY

WE HEREBY CERTIFY THAT THIS IS A TRUE  
AND CORRECT COPY OF THE ORIGINAL  
DATED THIS 4 DAY OF November 2010

**TP1**  
WRAGGE & CO LLP

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.

Leave blank if not yet registered.

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

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

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

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

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

1	Title number(s) out of which the property is transferred: ND151645
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property:  Part of the Property as Scarbrough Court, Alexandra Way, Cramlington  The property is identified  <input checked="" type="checkbox"/> on the attached plan and shown: edged red on Plan 1  <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: 15 October 2010
5	Transferor:  RMBI TRUST <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 01293566  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register:  Miller Homes Limited  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: SC255429  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:

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

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

Place 'X' in any box that applies.

Add any modifications.

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

Complete as necessary.

Use this panel for:

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

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

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

<b>7</b>	<b>Transferee's intended address(es) for service for entry in the register:</b>  Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH						
<b>8</b>	<b>The transferor transfers the property to the transferee</b>						
<b>9</b>	<b>Consideration</b>  <input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): One Million four hundred and five thousand pounds (£1,405,000.00) plus the Additional Sum if any  <input type="checkbox"/> The transfer is not for money or anything that has a monetary value  <input type="checkbox"/> Insert other receipt as appropriate:						
<b>10</b>	<b>The transferor transfers with</b>  <input type="checkbox"/> full title guarantee <input checked="" type="checkbox"/> limited title guarantee						
<b>11</b>	<b>Declaration of trust. The transferee is more than one person and</b>  <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants  <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares  <input type="checkbox"/> they are to hold the property on trust:						
<b>12</b>	<b>Additional provisions</b>  <b>Definitions</b>  <table style="width: 100%; border: none;"> <tr> <td style="width: 30%; vertical-align: top;"><b>"Access Road"</b></td> <td>means the temporary access road across the Property from Alexandra Way at point X on Plan 2 to the Retained Land the initial route of which is shown hatched red on Plan 2</td> </tr> <tr> <td style="vertical-align: top;"><b>"Deed of Covenant"</b></td> <td>means the form of deed of covenant as set out in the First schedule</td> </tr> <tr> <td style="vertical-align: top;"><b>"Development"</b></td> <td>means:  (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</td> </tr> </table>	<b>"Access Road"</b>	means the temporary access road across the Property from Alexandra Way at point X on Plan 2 to the Retained Land the initial route of which is shown hatched red on Plan 2	<b>"Deed of Covenant"</b>	means the form of deed of covenant as set out in the First schedule	<b>"Development"</b>	means:  (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
<b>"Access Road"</b>	means the temporary access road across the Property from Alexandra Way at point X on Plan 2 to the Retained Land the initial route of which is shown hatched red on Plan 2						
<b>"Deed of Covenant"</b>	means the form of deed of covenant as set out in the First schedule						
<b>"Development"</b>	means:  (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						

- (b) any works of demolition construction erection of any structure or works of alteration to any structure

**"Disposal"**

means a disposition (or a binding unconditional agreement for a disposition) of the whole or any part of the Property but excluding an Excepted Disposition including (but not limited to):

- (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"**

means that any dispute (other than as to construction and meaning of this Transfer) is to be determined by an independent surveyor with at least 10 years experience of dealing with such matters the surveyor to be appointed by the parties and in default of agreement appointed (at the request of either party) by the President for the time being of the RICS

**"Estate Road"**

means a road with pavements and verges lighting and drainage to be constructed on the Property and which shall:

- (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

(d) be made up to adoptable standard

**"Excepted  
Disposition"**

means any of the following:

- (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;
- (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 disponent);
- (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);
- (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

**"Permitted Development"**

means the development of the Property for residential purposes

**"Plans"**

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 Transfer save where the context otherwise requires:-

- a) Words importing the neuter gender only shall include the masculine or feminine gender (as the case may be) and words importing the masculine gender only shall include the feminine gender and vice versa.
- b) Words importing persons shall include firms companies and corporations and vice versa.

- c) Words importing the singular number shall include the plural number and vice versa and where the Transferor and/or Transferee consist of two or more persons all covenants by the Transferor 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.
- d) References (if any) in this Agreement to any statute 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.
- e) The clause paragraph and schedule headings do not form part of this Transfer and shall not be taken into account in its construction or interpretation.

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

#### Rights granted for the benefit of the property

2. The following rights are granted for the benefit of the whole and each and every part of the Property and the Transferee shall have the right:

2.1 (within 24 months of the date of this Transfer) to 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

2.2 to carry out such works to the boundary wall between 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 pavements, curb alignment and shrubs as a reasonably necessary and shall make good all damage caused to the reasonable satisfaction of the Transferor.

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

#### Rights reserved for the benefit of other land

#### Temporary Rights granted for the benefit of the Retained

## 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

the use and enjoyment of the Retained Land provided that the Transferor shall

- (a) obtain all necessary consents
- (b) obtain all Transferee's prior written approval (not to be unreasonably withheld or delayed) in respect of any connection points;
- (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 through 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.

Include words of covenant.

#### **Covenants 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 part 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

- 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.

Include words of covenant.

**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).

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 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.

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 near 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".

#### 9 Charities Act 1993

9.1 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

9.2 **RANDALL MARKS** ] and **DAVID INNES** ] 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

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 may be approved by the Transferee, such approval not be unreasonably withheld or delayed) between points (C) and (D) on Plan 2 and thereafter to repair and maintain such boundary walls.

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

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

#### Other

8. The Transferor and the Transferee hereby apply to the Chief Land Registrar to enter onto the Register the title to the Property a restriction in the following form or as near 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 <sup>the</sup> conveyancer that the provisions of clause 6.5 of the transfer dated [ ] and made between R.M.B.I. Trust (1) and Mill Homes Limited (2) have been complied with or do not apply to this disposition".

Wills  
applicant for registration

#### 9 Charities Act 1993

9.1 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

9.2 **RANDALL MARKS**] and **DAVID INNES** 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

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 Covenantantee that the Covenantor will comply with the obligations set out in the Schedule to this deed.
2. The Covenantor hereby further covenants with the Covenantantee 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).

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:

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

*Handwritten note:*  
Registered for  
restriction

**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)

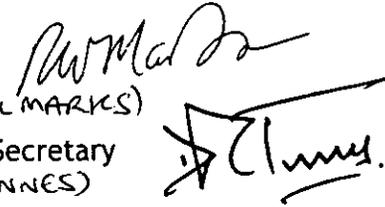
The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application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

Director/Secretary  
(DAVID INNES)



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

Director

Secretary

#### WARNING

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

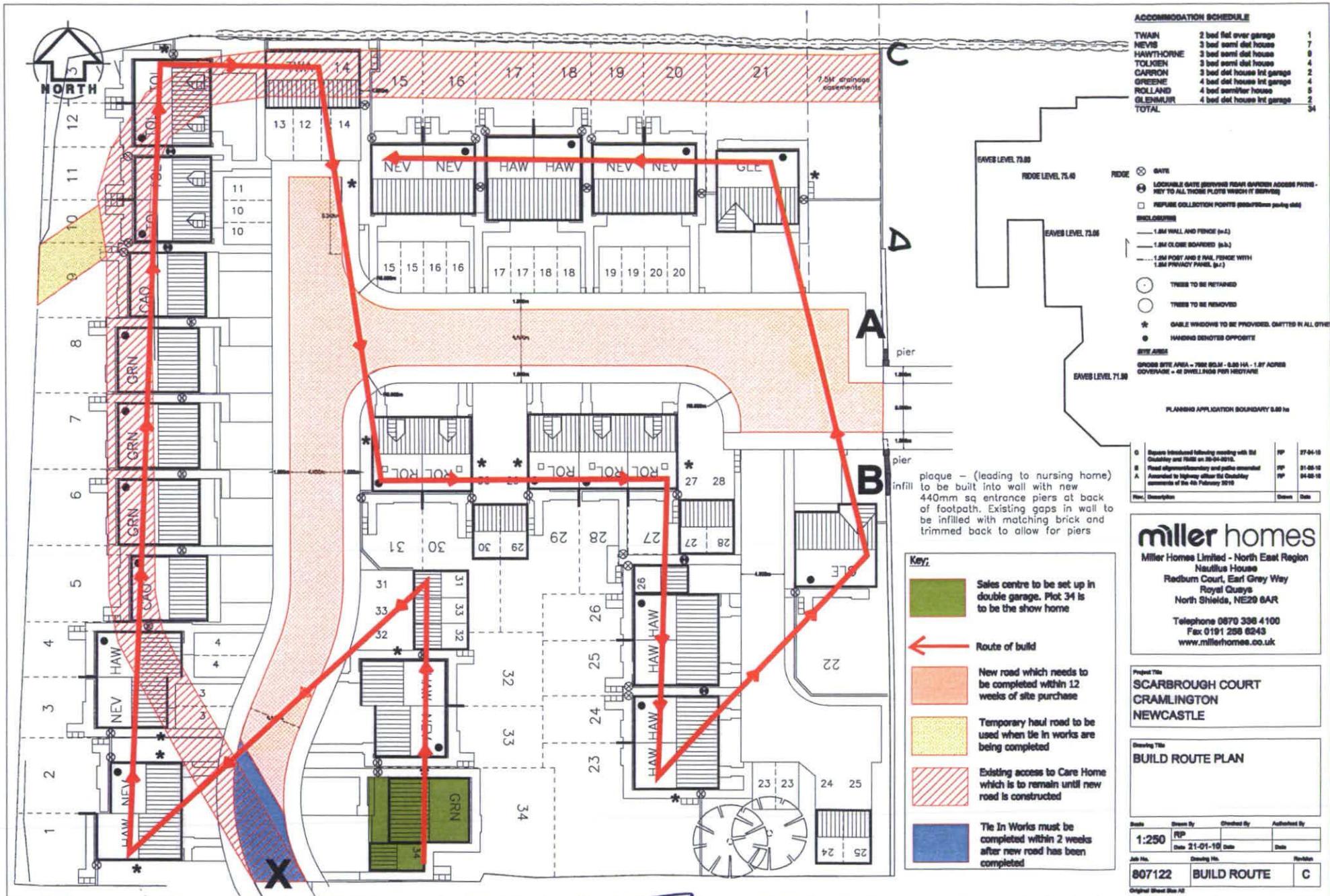
Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

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

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

**Wragge&Co**



**ACCOMMODATION SCHEDULE**

TWAIN	2 bed flat over garage	1
NEVBS	3 bed semi det house	7
HAWTHORNE	3 bed semi det house	8
TOLKEN	3 bed semi det house	4
CARRON	3 bed det house int garage	2
GREENE	4 bed det house int garage	4
ROLLAND	4 bed semi/ter house	5
GLENMUR	4 bed det house int garage	2
<b>TOTAL</b>		<b>34</b>

- KEY**
- ⊗ GATE
  - ⊕ LOCKABLE GATE (SERVING FROM GARAGE ACCESS PATH) - KEY TO ALL THOSE PLOTS WHICH IT SERVES
  - REFUSE COLLECTION POINTS (2000/2000m parking slot)
- ENCLOSURES**
- 1.8M WALL AND FENCE (a-b)
  - 1.8M CLOSE BOARDED (a-b)
  - 1.8M POST AND RAIL FENCE WITH 1.8M PRIVACY PANEL (a-b)
- TREES TO BE RETAINED
  - TREES TO BE REMOVED
  - ☆ GABLE WINDOWS TO BE PROVIDED, OMITTED IN ALL OTHERS
  - ⊙ HANGING DENOTES OPPOSITE
- SITE AREA**
- GROSS SITE AREA - 7.58 HA - 6.88 HA - 1.87 ACRES  
 COVERAGE - 42 DWELLINGS PER HECTARE

PLANNING APPLICATION BOUNDARY 0.80 ha

plaque - (leading to nursing home) to be built into wall with new 440mm sq entrance piers at back of footpath. Existing gaps in wall to be infilled with matching brick and trimmed back to allow for piers

- Key:**
- Sales centre to be set up in double garage. Plot 34 is to be the show home
  - Route of build
  - New road which needs to be completed within 12 weeks of site purchase
  - Temporary haul road to be used when tie in works are being completed
  - Existing access to Care Home which is to remain until new road is constructed
  - Tie In Works must be completed within 2 weeks after new road has been completed

Rev.	Description	Drawn	Date
0	Revised Introduction following meeting with the Council and held on 20-04-2010.	RP	27-04-10
1	Final alignment/boundary and public consent	RP	21-05-10
2	Amended to highway after the Outlying comments of the 4th February 2010	RP	04-02-10

**miller homes**  
 Miller Homes Limited - North East Region  
 Nautilus House  
 Redburn Court, Earl Grey Way  
 Royal Quays  
 North Shields, NE29 6AR  
 Telephone 0870 338 4100  
 Fax 0191 258 6243  
 www.millerhomes.co.uk

Project Title  
**SCARBROUGH COURT  
 CRAMLINGTON  
 NEWCASTLE**

Drawing Title  
**BUILD ROUTE PLAN**

Scale	Drawn By	Checked By	Authorised By
1:250	RP		
	Date: 21-01-10	Date:	Date:

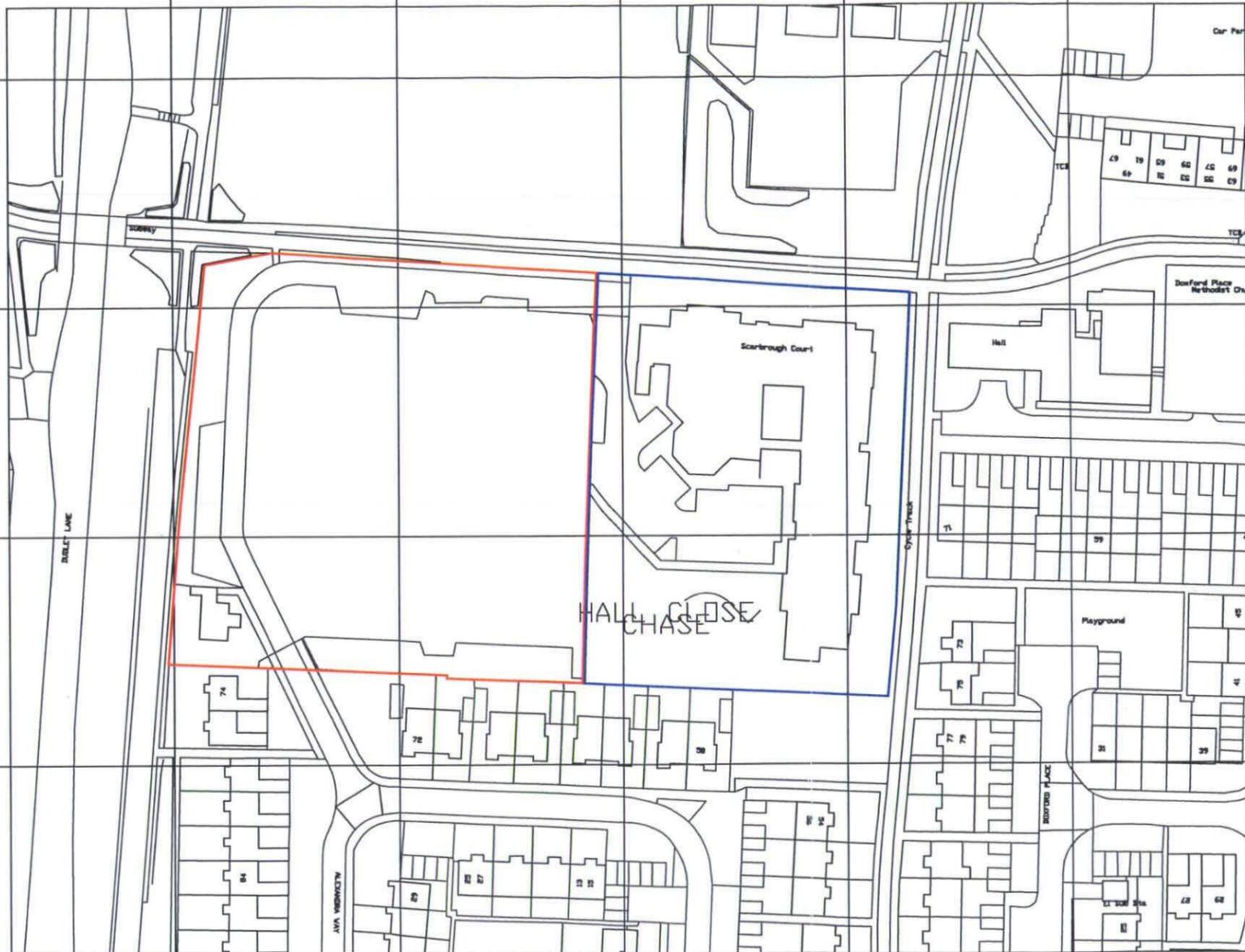
Job No.	Drawing No.	Revision
807122	BUILD ROUTE	C

Original Sheet Size A2

*AWM* *X* *J. Jones*



PLAN 2



Ordnance Survey, (c) Crown Copyright 2010. All rights reserved. Licence number 100020449

**Key;**

- Purchase Land
- RMBI Retained Land

Rev.	Description	Drawn	Date

**miller homes**  
 Miller Homes Limited - North East Region  
 Nautilus House  
 Redburn Court, Earl Grey Way  
 Royal Quays  
 North Shields, NE29 6AR  
 Telephone 0870 336 4100  
 Fax 0191 258 6243  
 www.millerhomes.co.uk

Project Title  
**Scarbrough Court  
 Cramlington**

Drawing Title  
**Land Purchase Plan**

Scale	Drawn By	Checked By	Authorised By
1:1250	MB		
	Date 22.04.10	Date	Date

Job No.	Drawing No.	Revision
807122	LPP-01	-

Original Sheet Size A3

*DM* *DI* *James*

**These are the notes referred to on the following official copy**

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.

# This Grant of Easement

is made the ~~twenty seventh~~ <sup>one</sup> day of April One thousand nine hundred and Seventy B E T W E E N GEORGE ST. VINCENT. 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 NORTHERN GAS 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 6<sup>th</sup> November 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 (£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 TOGETHER with all necessary apparatus ancillary thereto TOGETHER ALSO with full and free right of access at all times as the Board may reasonably require for the matters aforesaid TO HOLD unto the Board in fee simple\_\_\_\_\_

2. THE Board hereby covenants with the Grantors and their successors in title as follows:-

- (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 exercise 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

5. IN the event of the whole or part of the land in which the said mains and apparatus are laid becoming land dedicated to the public use or being acquired by a public authority for the purpose of being so

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.

6. 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.)

IN WITNESS 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 GEORGE ST. VINCENT  
BARON HARRIS M.C. V.I. in the  
presence of:

M. Hayhoe  
Bilmont Park  
Haverham  
Kent

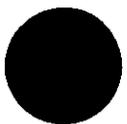
*Harris*



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

W. P. Pullinger  
Broomfield  
Edenbridge  
Kent

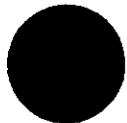
*Cornwallis*



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

*Edgar Rutter*  
32 St. John Street  
London E.C. 4

*Edgar Rutter*



SIGNED SEALED AND DELIVERED  
by the said CHARLES PATRICK  
BARON RATHCREEDAN T.D. in  
the presence of:

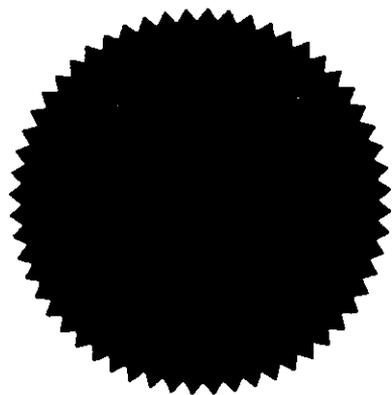
Rathcreedan

Michael Russell  
Brightling Park,  
Sussex.  
Retired Army Officer

SIGNED SEALED AND DELIVERED  
by the said LAWRENCE ALDRED  
MERVYN DUNDAS MARQUIS OF ZETLAND  
in the presence of:

Zetland

Albert Gues BUTLER  
A.R.E. Beaumont TONK



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

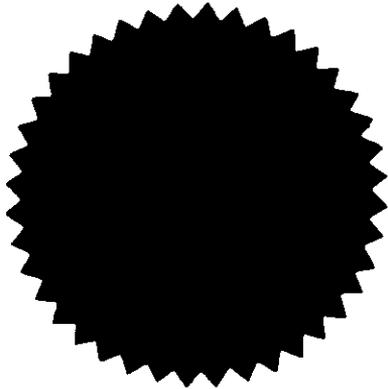
Oliver

Solicitor to the Board

3370

In the matter of the Charity called the Royal 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 (identified by the Official Seal of the Commissioners and by the number 34145) is deposited in the office of the Commissioners SEALED by Order of the Commissioners this 6<sup>th</sup> day of November One thousand nine hundred and Seventy



*M. J. Reo.*

ASSISTANT COMMISSIONER

74



Dated 27<sup>th</sup> June 1970

THE TRUSTEES OF THE ROYAL  
MASONIC BENEVOLENT INSTITUTION

to

NORTHERN GAS BOARD

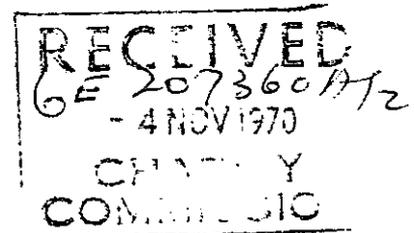
DUPLICATE

519/3(154)

## Grant of Easement

for 8" Gas Main at Scarborough Court  
Cramlington New Town.

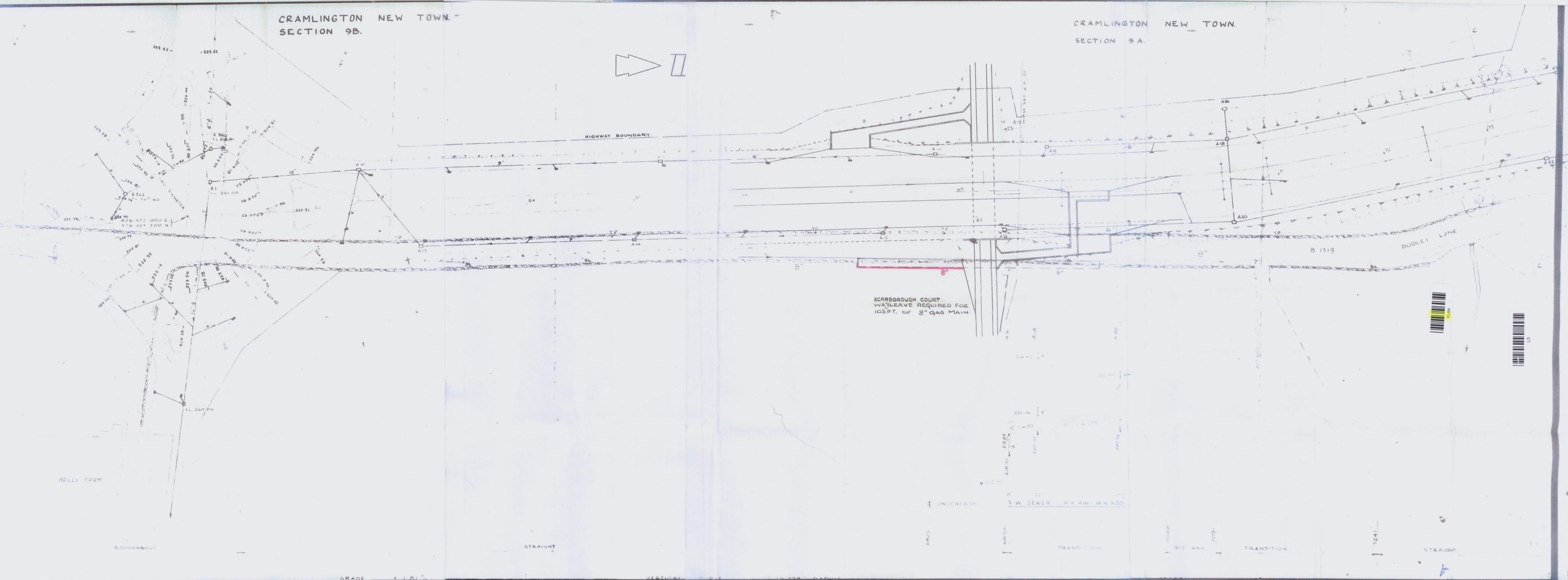
EX-2-D/2



O.P. PEARCE,  
Solicitor,  
Killingworth  
NORTHUMBERLAND.

CRAMLINGTON NEW TOWN.  
SECTION 9B.

CRAMLINGTON NEW TOWN.  
SECTION 9A.



SCARBOROUGH COURT.  
WAYLEAVE REQUIRED FOR  
103 FT. OF 8" GAS MAIN.



NORTHERN GAS BOARD.  
TYNE DIVISION.  
PROPOSED DIVERSION OF GAS MAINS.  
ROAD A. STAGE 1.  
CRAMLINGTON NEW TOWN.

NORTHERN GAS BOARD	
TYNE DIVISION	
DISTRIBUTION DEPT.	
PLAN NO.	67/235.
SCALE	1/500.
	27/7/67