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UNREGISTERED



H.M. LAND REGISTRY
LAND REGISTRATION ACTS 1925 TO 1971
TRANSFER

(Pursuant to Rule 72 Land Registration Rules 1925)

Administrative Area: City of Nottingham

Title Number:
(to be inserted by
Land Registry)



Property: 9 LERWICK CLOSE

5th day of June 1981

WHEREAS in calculating the consideration hereafter mentioned the Transferee has been allowed a discount of £8280.00 in accordance with the provisions of the Housing Act 1985 as amended by the Housing and Planning Act 1986.

1. IN CONSIDERATION of the sum of FOURTEEN THOUSAND SEVEN HUNDRED AND TWENTY POUNDS (£14720.00) (the receipt whereof is hereby acknowledged) NOTTINGHAM CITY COUNCIL of The Guildhall in the City of Nottingham (hereinafter called "the Council") as BENEFICIAL OWNERS and in exercise of their powers under the Housing Act 1985 HEREBY TRANSFER TO MARGARET ROSALIND WRIGHT of Number 9 LERWICK CLOSE in the City of Nottingham (hereinafter called "the Transferee") ALL THAT messuage or dwellinghouse with the outbuildings thereto belonging known as Number 9 LERWICK CLOSE in the City of Nottingham TOGETHER with the land forming the site and curtilage thereof (hereinafter called "the property") and indicated for the purpose of identification only on the plan annexed hereto and thereon edged red but excluding therefrom any part of Lerwick Close aforesaid the wall separating the property from the adjoining dwellinghouse Number 7 Lerwick Close aforesaid being a party wall and repairable and maintainable accordingly the property being a part of the land comprised in a Conveyance (hereinafter called "the Council's Conveyance") dated the Twentieth day of March One thousand nine hundred and forty seven and made between Peter Thomas Clifton of the first part John Nevile Chaworth-Musters and John Hamilton of the second part and The Lord Mayor Aldermen and Citizens of the City of Nottingham of the third part TOGETHER with the easements and rights set out in the First Schedule hereto AND EXCEPTING AND RESERVING unto the Council or other the person or persons entitled thereto the easements and rights set out in the Second Schedule hereto EXCEPTING AND RESERVING unto the person or persons now entitled hereto the mines minerals and Mining Lease (as varied by two Deeds supplemental thereto) and the covenant contained or referred to in the Council's Conveyance.
2. The Council (but so far only as they may lawfully grant the same without liability to themselves therefor) HEREBY ASSIGN unto the Transferee the full benefit of any covenant or statutory or other provision claim or right of action there may be for payment of compensation for damage or injury to the property whether already occasioned or hereafter to be occasioned through subsidence or otherwise by reason of the working of any mines or minerals whatsoever underlying or adjacent to the property together with the right to

enforce (but at the risk and expense of the Transferee in all respects) such covenant or provision claim or right of action or otherwise PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED that this clause shall not operate either by implication or otherwise as a warranty by the Council that any such damage has or has not in fact been occasioned to the said property AND PROVIDED ALSO that the Council reserve the right to receive payment from British Coal in respect of all repair work (if any) carried out on the property prior to the date hereof in connection with damage arising from mining subsidence.

3. For the benefit and protection of so much of the adjoining or adjacent land of the Council as is capable of being benefited thereby and with the intent to bind so far as may be the property into whosoever hands the same may come the Transferee for himself and his successors in title and the persons deriving title under him HEREBY COVENANTS with the Council that he the Transferee will observe and perform the covenants restrictions and stipulations mentioned in the Third Schedule hereto in relation to and in respect of the property.
4. With the object and intent to afford to the Council a full and sufficient indemnity but not further or otherwise the Transferee HEREBY FURTHER COVENANTS with the Council that the Transferee and his successors in title will henceforth observe and perform the covenants conditions restrictions and stipulations contained mentioned or referred to in the Council's Conveyance so far as the same are still subsisting and capable of taking effect and affect the property and will at all times effectually indemnify the Council against all actions proceedings costs claims and demands in respect of any future breach thereof so far as aforesaid.
5. IT IS HEREBY AGREED AND DECLARED as follows:-
 - 1) The Council reserve the right to release vary or modify either wholly or in part any of the said covenants restrictions and stipulations mentioned in the Third Schedule hereto or to let sell or otherwise deal with or use any of their unsold property either subject to or free from all or any of the said covenants restrictions and stipulations contained in the Third Schedule and nothing herein contained shall operate so as to impose any restrictions on the manner in which the Council may deal with any part of their property for the time being remaining unsold or be otherwise deemed to create a building scheme.
 - 2) The Transferee or his successors in title shall not be or become entitled to any easement or right of light or air or other easement or right which would restrict or interfere with the free use of any adjoining or neighbouring land of the Council by the Council or their successors in title for building or other purposes.
6. The Council HEREBY ACKNOWLEDGE the right of the Transferee to the production of the Council's Conveyance (the possession of which is retained by the Council) and to delivery of copies thereof and HEREBY UNDERTAKE for the safe custody of the same.
7. The Council and the Transferee hereby jointly apply to the Registrar to enter on the Register of the Title of the property such of the before mentioned rights reservations covenants and conditions as are capable of registration.

8. In this Transfer where the context so requires or admits words importing the singular number only shall include the plural number and words importing the masculine gender only include the feminine gender and where there are two or more persons included in the expression "the Transferee" covenants and agreements expressed to be made by the Transferee or conditions and stipulations expressed to be binding upon the Transferee shall be deemed to be made by or binding upon such persons jointly and severally.
9. 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 of value of the consideration exceeds £30,000.

THE FIRST SCHEDULE BEFORE REFERRED TO
THE EASEMENTS AND RIGHTS GRANTED TO THE TRANSFEEE

- A. The free and uninterrupted passage and running of water soil gas and electricity over through and along all sewers drains watercourses pipes wires cables and conduits in on under or across the adjoining or adjacent property now or formerly of the Council to and from the property with the right for the Transferee to enter upon such part or parts of the said adjoining or adjacent property as shall be necessary for the purpose of repairing renewing cleansing and maintaining the said sewers drains watercourses pipes wires cables and conduits Subject to the Transferee making good forthwith at his own expense all damage caused in the exercise of such right.
- B. All such rights of way water light drainage air eaves eavesdrop spouting down-rights chimney stacks and any other easements quasi-easements or privileges of any kind whatsoever in under over and across the adjoining or adjacent property now or formerly of the Council as are now used or enjoyed by the Council their lessees or tenants in respect of the property the owner or owners for the time being of the property or properties so using or enjoying the same paying the whole or a fair proportion of the cost of maintaining repairing or renewing the same or any of them.
- C. A right of support for the property from the adjoining or adjacent property now or formerly of the Council.
- D. The right from time to time for the Transferee to enter upon the adjoining or adjacent property now or formerly of the Council to such extent and for such period of time as may be reasonably necessary for the purposes of carrying out any repairs renewals or maintenance of the property hereby transferred (including window cleaning) and to place thereon ladders scaffolding and other apparatus and materials necessary for such purposes Subject to the Transferee making good at his own expense all damage caused by such entry.

THE SECOND SCHEDULE BEFORE REFERRED TO
THE EXCEPTIONS AND RESERVATIONS AFFECTING
THE PROPERTY AND THE RIGHTS RESERVED TO THE COUNCIL

There is excepted and reserved out of the property unto the Council or other the owner or owners lessees or tenants of the adjoining or adjacent lands now or formerly of the Council and so that such exceptions and

reservations may in so far as necessary operate by way of grant or regrant:

- A. The free and uninterrupted passage and running of water soil gas and electricity over through and along all sewers drains watercourses pipes wires cables and conduits in on under or across the property to and from the adjoining or adjacent property now or formerly of the Council with the right for the Council or other the owner or owners of the said adjoining or adjacent property served thereby to enter upon the property for the purpose of inspecting repairing renewing cleansing or maintaining the said sewers drains watercourses pipes wires cables and conduits Subject to their making good forthwith at their own expense all damage caused in the exercise of such right.
- B. All such rights of way water light drainage air eaves eavesdrop spouting down-rights chimney stacks and any other easements quasi-easements or privileges of any kind whatsoever in under over and across the property hereby transferred as are now used or enjoyed by the Council their lessees or tenants or other the owner or owners in respect of the adjoining or adjacent property now or formerly of the Council the Council or other the owner or owners for the time being of the property or properties so using or enjoying the same paying the whole or a fair proportion of the cost of maintaining repairing or renewing the same or any of them.
- C. The right to have the buildings now standing or which may within a period of 80 years from the date hereof (being the perpetuity period relating thereto) be erected on any adjoining or neighbouring lands now or formerly of the Council supported laterally by the property or by any other buildings which may within the said perpetuity period be erected on the property.
- D. The free right and liberty for the Council and statutory undertakers within the aforesaid perpetuity period to enter upon the property hereby transferred for the purpose of constructing inspecting repairing renewing and maintaining pipes conduits wires cables and any other conducting media Subject to their making good forthwith at their own expense all damage caused in the exercise of such right except in so far as entry on the property may be necessitated by any act or default of the Transferee.
- E. The right from time to time for the Council and the owners lessees or tenants of adjacent or adjoining buildings to enter upon the property to such extent and for such period of time as may be reasonably necessary for the purposes of carrying out any repairs renewals or maintenance of such adjoining or adjacent buildings (including window cleaning) and to place thereon ladders scaffolding and other apparatus and materials necessary for such purposes the Council or other the person or persons exercising such right making good all damage thereby caused.

THE THIRD SCHEDULE BEFORE REFERRED TO
COVENANTS BY THE TRANSFEEE

- A. If within a period of three years from the date hereof the Transferee shall either (a) sell or otherwise dispose of the property or any part thereof or (b) lease the same for a term of more than 21 years otherwise than at a rack rent then the Transferee shall pay to the Council forthwith on demand after completion of the sale disposal or

lease as the case may be the whole or a proportion of the discount allowed to the Transferee as hereinbefore recited in accordance with the provisions of the Housing Act 1985 as amended by the Housing and Planning Act 1986 and the payment (if any) under this covenant shall be a charge on the property in accordance with the provisions contained in those Acts.

- B. To keep in good repair and condition the boundary walls and fences belonging to the property marked with a "T" inwards on the said plan and the sewers drains and appurtenances to the property.
- C. To pay a reasonable proportion of the expense of repairing and maintaining all party structures sewers drains watercourses pipes conduits wires and cables passageways drives and other things used or enjoyed in common by the occupiers of the property and the owners or occupiers of any other adjoining or adjacent property and such proportion in case of dispute or difference shall be determined by the Council whose decision shall be final and binding upon the parties.
- D. Not to do or permit to be done upon the property anything which may cause a nuisance damage or disturbance to the Council or to the owners or occupiers of any adjoining or neighbouring property.
- E. Not to use the property otherwise than for the purpose of a private dwellinghouse and not to carry on or permit to be carried on therein or thereon any trade business or manufacture whatsoever.

Given under the Common Seal of
Nottingham City Council

John Riley
Lord Mayor

[Signature]
Deputy City Secretary

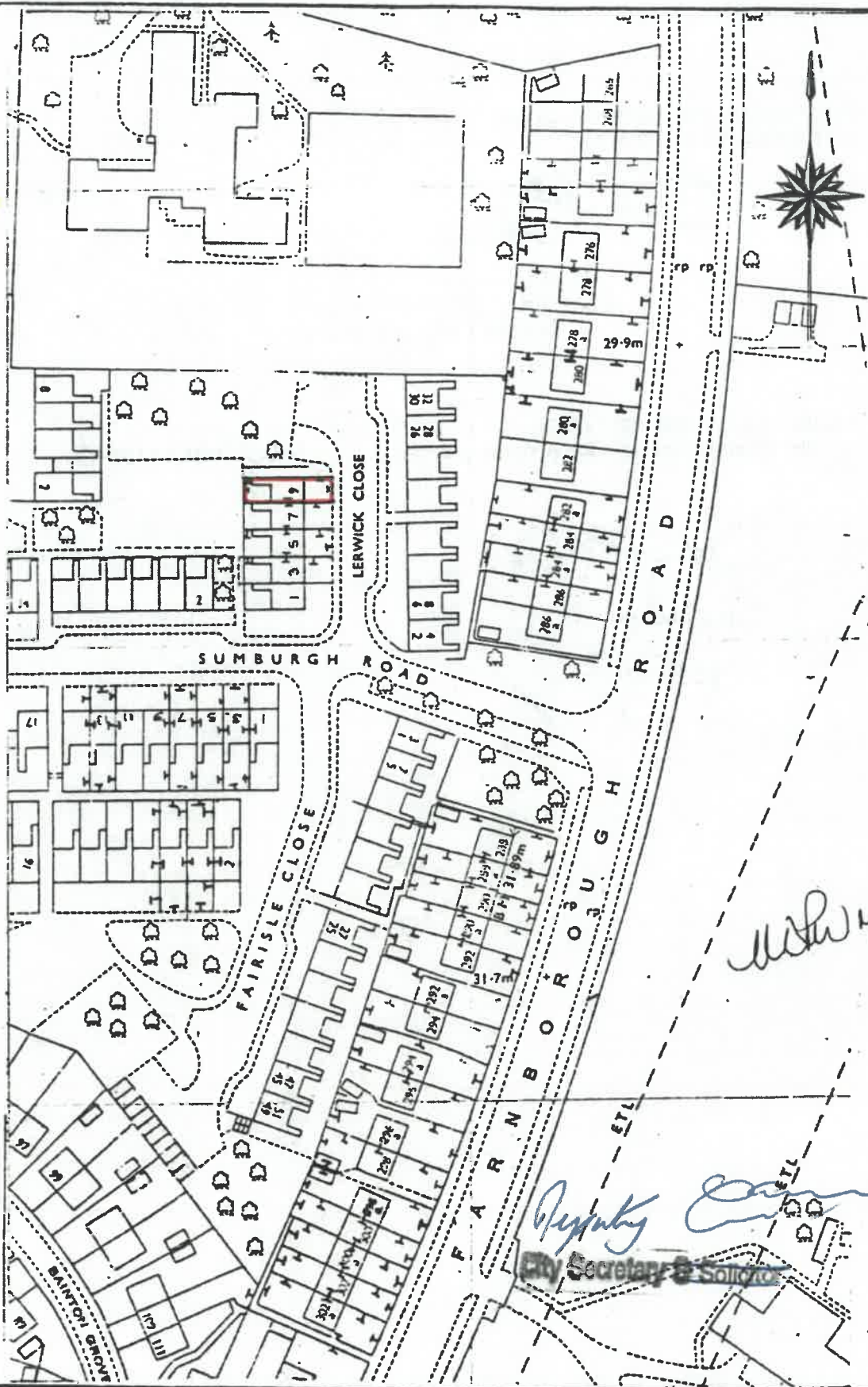
Deputy Mayor
See to sign
20/10/1988

SIGNED SEALED AND DELIVERED
by the Transferee in the presence of:-)

[Signature]


Dand Jain
Secretary
Nottingham





W. Wright

Deputy
City Secretary & Solicitor

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| <p>Note: Area edged Red. 110....Sq Mtrs (...132... Sq.Yds) Or thereabouts</p> | <p>Scale 1:1250</p> | <p>Date REV SEPT'88</p> |  <p>City of Nottingham</p> |
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