

Title Number : K803975

This title is dealt with by Land Registry, Nottingham Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

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This extract shows information current on 19 OCT 2010 at 23:40:08 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: K803975
Address of Property	: London Manston Airport, Manston Road, Manston, Ramsgate
Price Stated	: £10,300,000
Registered Owner(s)	: INFRATIL KENT FACILITIES LIMITED (Scot. Co. Regn. No. 136162) of Glasgow Prestwick International Airport, Aviation House, Prestwick, Ayrshire KA9 2PL and of Broadwalk House, 5 Appold Street, London EC2A 2HA.
Lender(s)	: None

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 19 OCT 2010 at 23:40:08. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

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A: Property Register

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

KENT : THANET

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being London Manston Airport, Manston Road, Manston, Ramsgate.

NOTE 1: The land coloured green on the filed plan is not included in the title.

NOTE 2: As to the part edged and lettered A in red on the filed plan, so much of the land lying above the subsoil as consists of highway maintainable at the public expense is excluded from the registration.

- 2 (21.05.1991) As to the land edged and numbered 64 in blue on the filed plan there are excluded from this registration the mines and minerals excepted by the Conveyance dated 31 March 1924 referred to in the Charges Register in the following terms and the land is subject to the following rights reserved thereby:-

"Excepting and reserving to the Vendor in fee simple out of the Conveyance hereby made all mines and minerals of every description below a depth of Two hundred feet from the present surface of the land hereby conveyed with liberty to the Vendor his heirs and assigns and all persons authorised by him or them to win work and carry away the same but so nevertheless that the Vendor his heirs and assigns shall not enter upon the surface of the said land for the purpose of working the said mines or minerals which shall be worked or gotten by means of underground workings only and PROVIDED always that the Vendor his heirs or assigns shall pay to the President his successors or assigns adequate compensation for any damage or injury to the surface or to any buildings on the surface of the said land occasioned by the working of the said mines or minerals the amount of such compensation and all other matters in difference which may arise between the parties in connection with the said excepted mines or minerals to be settled by an Arbitrator under and subject to the provisions of the Arbitration Act 1889"

- 3 A Memorandum dated 23 February 1926 made by The President of The Air Council and endorsed on the Conveyance dated 31 March 1924 referred to in the Charges Register contains the following provisions and the registration of the land edged and numbered 64 in blue on the filed plan takes effect subject thereto:-

"THE PRESIDENT OF THE AIR COUNCIL hereby acknowledges that the within written Conveyance shall not operate as a grant of any right to an easement over the adjoining land of the within named Vendor in respect of the Water pipe at present running through the Vendors land on to and under the property the subject matter of the within written Conveyance."

- 4 (21.05.1991) There are included in this title the following matters excepted by and the land has the benefit of the following rights reserved by a Conveyance of the land lying to the north of the western portion of the land in this title dated 6 February 1968 made between (1) The Secretary of State for Defence (2) The Sevenscore Estates Limited and (3) Alexander MacTaggart and

A: Property Register continued

others:-

"EXCEPTING AND RESERVING out of this Conveyance for the benefit of the adjoining or neighbouring land of the Vendor known as Manston Airfield (hereinafter called "the retained land") in part shown edged in green on the said plan and the estate owner or owners for the time being of the retained land and the occupier thereof the following things and rights that is to say:-

The electricity cables.....in the approximate positions shown by broken green lines.....on the said plan and all other cables wires pipes drains and channels (if any) in or over the property hereby conveyed and serving the retained land and the right to the free passage of electricity gas water and soil through the same to and from the retained land together with all appropriate easements rights and privileges for repairing maintaining renewing and removing the same"

NOTE: The broken green line referred to is shown by a blue broken line from H and H on the filed plan.

- 5 (21.05.1991) The land has the benefit of the rights contained in a Deed Poll dated 22 December 1960 made by The Secretary of State for Air.

NOTE: The servient land is adjacent to the eastern boundary of the land tinted blue on the filed plan.

- 6 (21.05.1991) The land has the benefit of the following rights reserved by a Conveyance of other land dated 21 December 1967 made between (1) The Secretary of State for Defence (Vendor) (2) The Right Honourable William Henry Francis Earl of Mount Charles (Purchaser) and (3) Norman Harold Steed (Sub-Purchaser):-

"RESERVING in fee simple out of this Conveyance for the benefit of so much of the adjoining or neighbouring land of the Vendor known as Manston Aerodrome and shown edged green on the plan (hereinafter called "the retained land") and the Estate Owner or Owners for the time being of the retained land and the occupiers thereof the right to use the existing water supply pipe and storm water drains in the approximate positions shown by blue and green lines respectively on the said plan the free passage of electricity gas water and soil from and to the retained land through the cables wires pipes drains and channels (if any) which are now in over or under the property hereby conveyed with all easements rights and privileges proper for repairing maintaining and reinstating the same"

NOTE: The land edged green referred to is the south eastern portion of the land in this title. The blue and green lines referred to are shown by a blue broken line from E to E and by brown broken lines from F to F and G to G respectively on the filed plan.

- 7 (21.05.1991) There are included in this title the following matters and rights reserved by a Conveyance of the land adjoining the southern boundary of the land edged and numbered 38 in blue on the filed plan dated 29 January 1968 made between (1) The Secretary of State for Defence (Vendor) and (2) Roy Mills (Purchaser):-

"RESERVING in fee simple out of this Conveyance for the benefit of so much of the adjoining or neighbouring land of the Vendor known as "Manston Aerodrome" or "R.A.F. Manston" (hereinafter called "the retained land") and the estate owner or owners for the time being of the retained land and the occupiers thereof the following things and rights that is to say:-

(a) The cables wires pipes drains and channels (if any) in or over the property hereby conveyed and serving the retained land and the right to the free passage of electricity gas water and soil through the same to and from the retained land together with all appropriate easements rights and privileges for repairing

A: Property Register continued

maintaining renewing and removing the same

(b) The right at all times to enter upon the property hereby conveyed with or without workmen and others for the purpose of maintaining inspecting or renewing the said fence marked "R.A.F. Manston Boundary Fence" on the said plan the Vendor making good any damage thereby caused to the property hereby conveyed"

NOTE: The fence referred to is the fence between the land conveyed and the land in this title.

- 8 (23.03.2001) There are included in this title the following matters excepted by and the land has the benefit of the following rights reserved by a Transfer of other land dated 7 March 1968 made between (1) The Secretary of State for Defence and (2) Kent County Council:-

"Except and Reserving in fee simple unto the Secretary of State for Defence or other the estate owner or owners for the time being of the remainder of the land comprised in the title above-mentioned and the occupiers thereof the drains and electricity cables shown by continuous green and red lines respectively on the said plan together with the right to the free passage of water soil and electricity through the same to and from the remainder of the land comprised in the title above-mentioned and such other adjoining or neighbouring land of the Secretary of State for Defence capable of benefiting thereby together with all appropriate easements rights and privileges for repairing maintaining and removing the same."

NOTE: The green line referred to is shown on the filed plan by a blue broken line between the points K to K so far as it falls within the land transferred. The red line does not affect the land in this title.

- 9 (20.02.1995) The land has the benefit of the following rights reserved by a Transfer of land adjoining the northern boundary of the land in this title dated 8 February 1995 made between (1) The Secretary of State for Defence and (2) Struan Gordon Robertson:-

"EXCEPT AND RESERVED in fee simple to the Vendor the right to use the high voltage electricity main in the approximate position shown to be a red line on the said plan and all other cables wires pipes drains and channels (if any) in on or over the Property and serving the Retained Land and the right to the free passage of electricity gas water and soil through the same to and from the Retained Land together with all appropriate easements rights and privileges for repairing maintaining renewing and removing the same."

NOTE: The red line referred to has been reproduced on the filed plan.

- 10 (22.04.1996) The land has the benefit of the following rights reserved by a Transfer of the land adjoining the western boundary of the land in this title dated 20 March 1996 made between (1) The Secretary of State for Defence and (2) The Kent County Council:-

"There are reserved out of the property for the benefit in fee simple of the Retained Land the rights set out in the Schedule.

THE SCHEDULE

1. All cables wires pipes drains and channels (if any) in or over the property hereby conveyed and serving the Retained Land and the right to free passage of electricity gas water and soil through the same to and from the Retained Land together with all appropriate easements rights and privileges for repairing maintaining renewing and removing the same.

2. The right to obtain install maintain remove or modify the existing lighting arrays and associated cables and other services on the property.

A: Property Register continued

3. The right to install maintain remove or modify new lighting and associated cables and other services without charge on the verges footpaths or central reservations of the Property by agreement with the Purchaser."

NOTE: The Retained Land referred to is the land adjoining the Eastern boundary.

11 The land in this title and other land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 31 August 1999 referred to in the Charges Register.

12 The land in this title has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of land adjoining part of the north west boundary of the land in this title dated 16 November 1999 made between (1) Kent International Airport PLC and (2) Manston Developments Limited.

NOTE: Original filed under K806190.

13 The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

14 (14.02.2001) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered K821976 in green on the filed plan dated 18 December 2000 made between (1) Kent International Airport PLC and (2) Alastair John Leslie Robertson.

NOTE: Original filed under K821976.

15 (14.03.2002) The land edged and lettered A in red on the title plan added to the title on 14 March 2002.

16 (14.03.2002) The land has the benefit of the following rights contained in a Deed Poll dated 14 October 1960 made by The Secretary of State for Air:-

"the Secretary of State in exercise of the power for this purpose given to him by Section 37 of the Requisitioned Land and War Works Act 1945 hereby declares that there is hereby conferred on him and his successors in title to the green land the easements specified in the Schedule hereto to the intent that the same shall be forever appurtenant to the green land for all purposes connected with the use occupation and enjoyment thereof and of all land and premises adjacent or near to the green land which are now or shall at any time hereafter be owned or occupied by the Secretary of State.

THE SCHEDULE

.....
.....

The right in fee simple to lay construct use maintain inspect renew and remove on and under land in the Parish of Minster and St. Lawrence Extra in the County of Kent an underground cable with the necessary apparatus in the position approximately indicated by a broken red line on Plan 3 annexed hereto.

Together with the necessary right of entry on the said lands for the purpose of exercising the said rights the Secretary of State keeping the said cable and apparatus in good repair and paying reasonable compensation for damage to crops or to the surface caused in the exercise of such rights."

NOTE: The green land referred to lies to the south of the land in this title. The broken red line is shown by a blue broken line between points J-J on the filed plan.

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 (04.10.2005) PROPRIETOR: INFRATIL KENT FACILITIES LIMITED (Scot. Co. Regn. No. 136162) of Glasgow Prestwick International Airport, Aviation House, Prestwick, Ayrshire KA9 2PL and of Broadwalk House, 5 Appold Street, London EC2A 2HA.
- 2 (04.10.2005) The price stated to have been paid on 25 August 2005 for the land in this title and other property was £10,300,000.
- 3 (04.10.2005) A Transfer dated 25 August 2005 made between (1) London Manston Airport Plc and (2) PIK Services Limited contains purchasers personal covenants.

NOTE: Copy filed under K891199.

C: Charges Register

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

- 1 The parts of the land known as the A253 which are included in the title are subject to rights of way.
- 2 (21.05.1991) A Conveyance of the land edged and numbered 37 in blue on the filed plan dated 8 July 1903 made between (1) Frederick George Hodgson and (2) Joseph Frederick Thompson contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 3 (21.05.1991) A Conveyance of the land edged and numbered 38 in blue on the filed plan and other land dated 2 July 1904 made between (1) Frederick George Hodgson and (2) Charles Dear contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 4 (21.05.1991) A Conveyance of the land edged and numbered 10 in blue on the filed plan dated 28 April 1906 made between (1) George Trapps and (2) James Cawson contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 5 (21.05.1991) A Conveyance of the land edged and numbered 36 in blue on the filed plan and other land dated 29 January 1924 made between (1) Frederick George Hodgson and (2) Henry Percy Draper contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 6 (21.05.1991) A Conveyance of the land edged and numbered 64 in blue on the filed plan dated 31 March 1924 made between (1) Francis Marsden Cobb and (2) The President of The Air Council contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 7 (21.05.1991) By a Conveyance dated 12 August 1927 made between (1) Edward James Buttery Norris and (2) The President of The Air Council the land edged and numbered 9 in blue on the filed plan was conveyed subject to the covenants details of which are set out in the schedule of restrictive covenants hereto.
- 8 (21.05.1991) The lands edged and numbered 45 to 62 inclusive in blue on the filed plan became vested in the President of The Air Council by a Deed Poll dated 7 July 1928 executed pursuant to the provisions of the Lands Clauses Consolidation Act 1845 and no

C: Charges Register continued

documents of earlier title have been produced to the Land Registry. The land is accordingly subject to such restrictive covenants or easements as may have been imposed thereon prior to 7 July 1928 and are still subsisting and enforceable.

- 9 (21.05.1991) The land shown by blue broken lines from B to B and C and C on the filed plan is subject to the rights granted by a Deed dated 17 November 1933 made between (1) The President of The Air Council and (2) The Mayor Aldermen and Burgesses of The Borough of Margate.

NOTE: Original Deed filed under K702685.

- 10 (21.05.1991) An Agreement dated 4 January 1934 made between (1) Francis Cecil Cobb on behalf of Marsden Cobb and (2) The Mayor Aldermen and Burgesses of The Borough of Ramsgate relates to an adit or conduit affecting part of the land edged and numbered 65 in blue on the filed plan.

NOTE: Copy filed under K702685.

- 11 (21.05.1991) A Conveyance of the land edged and numbered 65 in blue on the filed plan and a strip of land adjoining the road dated 18 November 1936 made between (1) Francis Marsden Cobb (Vendor) (2) Francis Mervyn Chippendale Cobb (Receiver) and (3) The Secretary of State for Air (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 12 The land edged and numbered 66 to 69 inclusive in blue on the filed plan is subject to the following rights reserved by a Transfer thereof dated 29 July 1940 made between (1) George Hogbin (Vendor) and (2) The Secretary of State for Air:-

"Except and reserved nevertheless to the Vendor or other the owners of that part of the land comprised in the title number above referred to which is not hereby transferred the right to lay and maintain gas and water pipes and electric cables through and under those strips of the land hereby transferred lying and being within ten feet on either side of the roadway running through the said land hereby transferred between the points marked "A" and "B" respectively on the said plan"

NOTE: Points A and B referred to are lettered X and Y respectively on the filed plan.

- 13 (21.05.1991) The land shown by a blue broken line from D to D on the filed plan is subject to the rights granted by a Deed dated 1 October 1962 made between (1) The Secretary of State for Air and (2) Thanet Water Board.

NOTE: Original filed under K702685.

- 14 (21.05.1991) The land hatched blue on the filed plan is subject to rights granted by a Deed dated 7 March 1983 made between (1) The Secretary of State for Defence and (2) British Gas Corporation. The said Deed contains also Grantors restrictive provisions affecting the land hatched blue on the filed plan and support thereof from adjoining land.

NOTE: Duplicate Deed filed under K702685.

- 15 (21.05.1991) The land hatched blue on the filed plan is subject to rights granted by a Deed dated 8 June 1990 made between (1) The Secretary of State for Defence and (2) British Gas PLC. The said Deed contains also Grantors restrictive provisions affecting the land hatched blue on the filed plan and land in the vicinity thereof.

NOTE: Duplicate deed filed under K702685.

- 16 (21.05.1991) The land edged and numbered 39 to 44 inclusive in blue on the filed plan is subject to such restrictive covenants as may have been imposed thereon before 21 May 1991 and are still

C: Charges Register continued

subsisting and capable of being enforced.

17 By divers Conveyances made by either George Trapps or his personal representatives George Benjamin Trapps and William Alexander Trapps which together comprise the lands edged and numbered 11 to 21 inclusive in blue on the filed plan the lands were conveyed subject to identical covenants details of which are set out in the schedule of restrictive covenants hereto.

18 (21.05.1991) By divers Conveyances made by George Trapps which together comprise the land edged and numbered 22 to 28 inclusive in blue on the filed plan the lands were conveyed subject to identical covenants to those set out in the schedule of restrictive covenants hereto relating to the land edged and numbered 11 to 21 inclusive in blue on the filed plan except that Clause 5 of the first schedule thereof reads as follows:-

"5. No house, shop, or part of a house or shop shall be erected of less value than as follows; On Main Road Plots £300 for a detached house or £450 for a pair of houses, on the other Plots £200 for a detached house or £350 for a pair of houses. The value of a house is the amount of its net first cost in material and labour of construction only, estimated at the lowest current prices. Only one house shall be erected on each plot."

NOTE: The plan referred to is the first and second portions of the Manston Park Building Estate referred to above.

19 (21.05.1991) By divers conveyances made by Frederick George Hodgson which together comprise the lands edged and numbered 29 to 35 inclusive in blue on the filed plan the lands were conveyed subject to identical covenants details of which are set out in the schedule of restrictive covenants hereto.

20 (21.05.1991) The land hatched brown on the filed plan is subject to rights granted by Deed dated 21 October 1992 made between (1) Secretary of State for Defence and (2) British Gas PLC

The said deed contains also Grantors restrictive provisions affecting the land tinted blue on the filed plan and land in the vicinity thereof.

NOTE: Duplicate deed filed k702685.

21 An Agreement dated 29 July 1999 made between (1) Kent International Airport PLC (2) Kent International Business Park Limited (3) Manston Developments Limited and (4) Wiggins Group PLC relates to the development of Manston Park and Manston Airport.

NOTE: Copy filed.

22 A Transfer of the land in this title and other land dated 31 August 1999 made between (1) Secretary of State for Defence and (2) Kent International Airport PLC contains restrictive covenants.

NOTE: Original filed.

23 (06.08.2002) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto. The leases grant and reserve easements as therein mentioned.

24 (06.07.2006) A Deed dated 2 August 1990 made between (1) Kent International Airport Limited (First Grantor) (2) T.G.Aviation Limited (Second Grantor) and (3) Seeboard PLC (Seeboard) contains the following covenants:-

"WITH the intent and so as to bind the yellow land and every part thereof and every part of the Property which lies within 1.5 metres of the yellow land into whosoever hands the same respectively may come and to benefit and protect the rights and liberties hereby granted the First Grantor and the Second Grantor hereby severally covenant with Seeboard as follows:-

(a) Not to do or permit or suffer to be done any act which would

C: Charges Register continued

in any way interfere with or damage any electric line retained or laid by Seaboard in the exercise of the rights and liberties hereby granted.

(b) Not to alter or permit or suffer to be altered the existing level of nor (subject as hereinafter provided) to cover or permit or suffer to be covered the surface of the yellow land in such a manner as to render the laying of an electric line thereunder or access to each end of the ducts impracticable or more difficult than it is at the date hereof PROVIDED ALWAYS and it is hereby agreed and declared that nothing in this covenant contained shall prevent the laying of appropriate surfaces on any part of the yellow land as forms the site of an intended road or footpath or other way after the initial laying of electric lines thereunder pursuant to the rights and liberties hereby granted.

(c) Without prejudice to the generality of the foregoing not to erect or permit or suffer to be erected any building or structure (other than such as are shown on the said plan) nor to plant or permit or suffer to be planted any trees on or within a distance of 1.5 metres of the yellow land."

NOTE: The yellow land referred to is hatched mauve on the title plan so far as it affects the land in this title.

- 25 (05.06.2009) The parts of land affected thereby are subject to the rights granted by a Deed dated 28 May 2009 made between (1) Infracore Kent Facilities Limited and (2)EDF Energy Networks (SPN) PLC.

The said Deed also contains restrictive covenants by the grantor.

NOTE:-Copy filed.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 31 March 1924 referred to in the Charges Register:-

"THE President for himself his successors and assigns so as to bind himself and his successors in his and their official capacity only and not so as to render the President or his successors personally liable for any breach of this covenant after he shall have parted with all interest in the said hereditaments hereby conveyed but with intent to bind the said hereditaments into whosoever hands they may come and also all future owners and tenants of the said hereditaments hereby covenants with the Vendor his heirs and assigns that the President his successors or assigns shall not effect or permit the sale for consumption on or off the premises or the manufacture or part manufacture thereon of any Ale Beer Porter Stout or other Malt Liquor or of any Wines Spirits Cordials Liguers or other exciseable liquors Cyder Perry Mineral or Aerated Waters Ginger Beer or other similar beverages nor carry on or allow to be carried on any Restaurant Tea Shop or Garden or Eating house nor any business of the like nature on the said premises No Licence for the sale of any alcoholic liquors shall be applied for in respect of any premises situate on any part of the land hereby conveyed but these restrictions shall not operate so as to prevent the sale of any of the before mentioned beverages in any Canteen or Club established and carried on for the use of Members of His Majesty's Forces nor to prevent the erection of any Restaurant Tea Shop or Garden or Eating house used for the like purpose"

- 2 The following are details of the covenants contained in the Conveyance dated 12 August 1927 referred to in the Charges Register:-

"subject to the provisions and restrictions set out in the Schedule hereto so far as the same are applicable to the

Schedule of restrictive covenants continued

hereditaments hereby conveyed and are still subsisting and capable of being enforced

THE SCHEDULE above referred to

Restrictive covenants and conditions referred to in the Conveyance to the Vendor in which Conveyance the expression the Vendor means George Trapps and the Purchaser means the said E.J.B. Norris.

1. The Purchaser is forthwith to make (if not already in existence) and afterwards to maintain a good and sufficient fence or hedge, 4 feet 6 inches high, to the approval of the Vendor next the roads right of way and on the sides of his plot marked T within the boundary and the Vendors reserve the right to graze or cut grass on such plot until fenced in.
2. No building is to project beyond the building line shewn on the Sale Plan and all houses shall be built facing the road.
3. The trade or an Innkeeper Victualler or Retailer of Wines Spirits or Beer is not to be carried on upon any plot.
4. No building shall be erected or used as a shop except on plots specified as "Shop Plots" on the sale plan and particulars except on plot 54 shewn on the sale plan.
5. No house shop or part of a house or shop shall be erected of less value than £250. Hotel £500. The Value of a house is the amount of its net first cost in materials and labour of construction only estimated at the lowest current prices. Only one house shall be erected on each Plot.
6. No bricks shall be made or burnt and no noxious or offensive trade business or manufacture carried on upon any plot.
7. No sand gravel clay chalk or soil shall be removed from any plot except for the erection of buildings thereon or any right of way granted or permitted across any plot.
8. The Junction Road appearing on the plans will be formed free of costs to the Purchaser and until the public authorities shall take upon themselves the repairs thereof the owner of each plot fronting same shall pay his proportion of any repairs or cost of maintenance of such road.
9. No caravan house on wheels or other chattel adapted or intended for use as a dwelling or sleeping apartment or any booth swing or roundabout shall be erected made or used or be allowed to remain on any plot and the Vendor may remove and dispose of any such erection or other thing, and for that purpose may break fences and forcibly enter any land upon which a breach of the stipulations shall occur and shall not be responsible for the safe keeping of anything so removed or any damage thereto
10. The growing crops are not included in this present sale and the Vendor reserves the right to enter upon the land for the purpose of removing the same on or before the 30th September next."

NOTE 1: The plan referred to is the Manston Park Building estate

NOTE 2: Copy plan filed under K702685.

- 3 The following are details of the covenants contained in the Conveyance dated 18 November 1936 referred to in the Charges Register:-

"THE Purchaser to the intent that the covenant hereinafter contained shall be binding on the property hereby conveyed and enure for the benefit of the Vendor and his successors in title and assigns owners for the time being of the land coloured green on the said plan but not so as to make the Purchaser personally liable in damages or otherwise for any breach thereof after he

Schedule of restrictive covenants continued

shall have parted with the property hereby conveyed hereby covenants with the Vendor and his successors in title and assigns not at any time to use or permit or suffer to be used the property hereby conveyed or any part or parts thereof as or for the purpose of an hotel public house or other licensed premises nor for the sale or consumption thereon of beers wines spirits or other alcoholic or exciseable liquors"

NOTE: The land coloured green referred to lies to the south of the land edged and numbered 65 in blue on the filed plan.

- 4 The following are details of the covenants contained in the Conveyances of the land edged and numbered 11 to 21 inclusive in blue on the filed plan referred to in the Charges Register:-

"the Purchaser hereby covenants with the Vendor his heirs and assigns and also with the Purchasers of the other lots on the said Estate that she the Purchaser her heirs and assigns shall and will at all times hereafter in all things observe and perform the several stipulations and conditions expressed and contained in the said first schedule hereto so far as the same relate to the hereditaments hereby conveyed and to acts or things to be done or omitted to be done by the Purchaser her heirs and assigns PROVIDED ALWAYS that the foregoing covenant shall only be binding on the Purchaser her heirs and assigns during the period of actual ownership but shall run with the land

THE FIRST SCHEDULE ABOVE REFERRED TO

1. The Purchaser is forthwith to make (if not already in existence) and afterwards to maintain, a good and sufficient fence or hedge to the approval of the Vendor next the roads, rights of way, and on the sides of his plot marked T within the boundary, upon the plan drawn on these presents, and the Vendor reserves the right to graze or cut grass or other crops on such plot until fenced in.
2. No building is to project beyond the building line indicated on the plan hereto annexed, and each house shall front towards the shortest road frontage on the plot on which the same shall be erected.
3. The trade of an Innkeeper, Victualler, or Retailer of Wines, Spirits, or Beer is not to be carried on upon any plot except on plot marked "Hotel Site" on said plan.
4. No building shall be erected or used as a shop except on plots specified as "Shop Plots" on the said plan.
5. No house, shop or part of a house or shop shall be erected of less value than as follows: On Main Road Plots £300 for a detached house or \$450 for a pair of houses, on the other Plots £200 for a detached house or £350 for a pair of houses or Hotel £500. The value of a house is the amount of its net first cost in material and labour of construction only, estimated at the lowest current prices. Only one house shall be erected on each plot.
6. No bricks shall be made or burnt, and no noxious or offensive trade, business or manufacture shall be carried on upon any plot.
7. No sand, gravel, clay, chalk or soil shall be removed from any plot, except such as may be necessary to be excavated for the purpose of building thereon and drainage therefor, or any right of way granted or permitted across any plot.
8. Until the Public Authorities shall take upon themselves the repairs of the roads and footpaths shewn on the said plan, the owner of each plot shall pay his proportion of any repairs or cost of maintenance thereof.
9. No caravan, house on wheels, or other chattel adapted or intended for use as a dwelling or sleeping apartment, or any booth, swing, or roundabout shall be erected, made, or used, or be

Schedule of restrictive covenants continued

allowed to remain on any plot, and the Vendor may remove and dispose of any such erection or thing, and for that purpose may break fences and forcibly enter any land upon which a breach of this stipulation may occur, and shall not be responsible for the safe keeping of anything so removed, or any damage thereto."

NOTE: The plan referred to is the first and second portions of the Manston Park Building Estate referred to above.

- 5 The following are details of the covenants contained in the Conveyances of the lands edged and numbered 29 to 35 inclusive in blue on the filed plan referred to in the Charges Register:-

"the Purchaser hereby covenants with the Vendor his heirs and assigns and also with the Purchasers of other lots on the said Estate that he the Purchaser his heirs and assigns shall and will at all times hereafter in all things observe and perform the several stipulations and conditions expressed and contained in the said first Schedule hereto so far as the same relate to the hereditaments hereby conveyed and to acts or things to be done or omitted to be done by the Purchaser his heirs and assigns PROVIDED ALWAYS that the foregoing covenant shall only be binding on the Purchaser his heirs and assigns during the period of actual ownership but shall run with the land

THE FIRST SCHEDULE above referred to

1. The Purchaser is forthwith to make (if not already in existence) and afterwards to maintain a good and sufficient fence or hedge to the approval of the Vendor next the roads, rights of way, and on the sides of his plot marked T within the boundary, the the Vendor reserves the right to graze or cut grass on such plot until fenced in.
2. No building is to project beyond the building line shown on the Sale Plan.
3. The trade of an Innkeeper, Victualler, or Retailer of Wines, Spirits or Beer is not to be carried on upon any plot except on plots marked "Hotel Site" on plan.
4. No building shall be erected or used as a shop, except on plots specified as "Shop Plots" on the sale plan and particulars, but the erection of such shops is optional.
5. No house, shop, or part of a house or shop shall be erected of less value than £200. The value of a house is the amount of its net first cost in materials and labour of construction only, estimated at the lowest current prices.
6. No bricks shall be made or burnt, and no noxious or offensive trade, business, or manufacture carried on, upon any plot.
7. No sand, gravel, clay, or soil shall be removed from any plot, except for the erection of buildings thereon, or any right of way granted or permitted across any plot.
8. No caravan, house on wheels, or other chattel adapted or intended for use as a dwelling or sleeping apartment, or any booth, swing, or roundabout shall be erected, made or used, or be allowed to remain on any plot, and the Vendor may remove and dispose of any such erection or other thing, and for that purpose may break fences and forcibly enter any land upon which a breach of the stipulations shall occur, and shall not be responsible for the safe keeping of anything so removed or any damage thereto.
9. The Vendor reserves the right to gather in and sell the crops now growing on the land hereby conveyed.

NOTE 1: The plan referred to is the second section of the Cliff-End Building Estate

NOTE 2: Copy plan filed under K702658.

Schedule of notices of leases

1	08.08.1990 K691995 Edged and Nod 1 in brown	Land on the South side of Manston Airport	12.07.1990 75 years from 01 09 1989
2	12.06.1992 K716128 Edged and Nod 3 in brown and tinted brown	Site of an electricity Substation	29.05.1992 125 years (less 3 days) from 25.12.1987

End of register