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Title Number DT21356

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LAND REGISTRY

Gellengham 8 LAND REGISTRATION ACTS 1925 TO PROBLED ACT, 1931 26879 COUNTY OR COUNTY BOROUGH Dorset

INLAND REVENUE DT 16158 TITLE NO.

Plot Number 4 and Garage 2 Millbrook Close, PROPERTY Child Okeford

FOUR THOUSAND FIVE HUNDRED AND NINETY FIVE POUNDS (£4595) the receipt of which is hereby acknowledges STANLEY HOLLIS BURRAGE and

ROGER PAUL BURRAGE carrying on business as builders and Contractors in co-partnership together under the

firm name of BURRAGE AND SON OF DORSET at and from 50 Parklands Road Hassocks Sussex and 101 Long

Street Cerne Abbas Dorset (hereinafter called "the Vendors") as TRUSTEES FOR SALE transfer to

VERNON PERRY of 121 Princes Avenue Hull Yorkshire (hereinafter called "the Transferee") the land shown

and edged red on the accompanying plan (hereinafter called "the plan") TOGETHER with the messuage or

dwellinghouse erected thereon (hereinafter called "the property") being part of the land comprised in

the Title above mentioned TOGETHER ALSO in common with all other persons now or hereafter entitled to

the easements set out in the First Schedule hereto BUT EXCEPT AND RESERVING to the Vendors and their

successors in title for the benefit of the Vendors'

adjacent and adjoining land known as Millbrook Close

Estate (hereinafter called "Millbrook Close Estate")

the easements set out in the Second Schedule hereto-THE Transferee hereby covenants with the Vendors

for the benefit of the Millbrook Close Estate or any part thereof for the time being remaining unsold and

any portion of Millbrook Close Estate hereafter sold

with the benefit of such covenants and so as to bind the property into whosesoever hands the same may come

but not so as to render the Transferee personally

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liable in damages for any breach of covenant after he shall have parted with all interest in the property that he the Transferee will observe and perform the stipulations set out in the Third Schedule hereto PROVIDED THAT the Vendors and their successors in Title owner or owners for the time being of the part of the Millbrook Close Estate for the time being remaining unsold or otherwise undisposed of may at the request of the Transferee or the persons deriving title under him release or vary any of the aforesaid restrictive or other covenants and conditions and so that nothing herein contained shall operate to impose ANY restrictions on Millbrook Close Estate or any part thereof or on the manner in which the Vendors or the persons deriving title under them may deal with the whole or any part or parts of Millbrook Close Estate for the time being remaining unsold or undisposed of or be otherwise deemed to create a building scheme and PROVIDED: FURTHER that if and when the Vendors shall sell any part of Millbrook Close Estate the right to enforce the said covenants shall not pass to the Purchaser of the said part unless it shall be expressly assigned or declared in the Transfer that it is intended to pass thereby ...

THE VENDORS JOINTLY and SEVERALLY covenant with
the Transferee that they will indemnify the Transferee
and his successors in title against all costs claims
and demands in connection with the making up and
taking over by the Local Authority of the road and
footpath known as Millbrook Close

IT IS HEREBY AGREED AND DECLARED

(i) that the Transferee and the persons deriving title under him shall not be entitled to any easement or right of access of light or air or other easement or right which would in any way restrict or interfere with the free use of any part of Millbrook Close

This Official Copy is incomplete without the preceding notes page.

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Estate for building or any other purpose and -(ii) that the dividing fences and walls between the property and the buildings on adjoining land (including boundary walls of any garages whether or not erected by the Vendors) shall be deemed to be party fences and walls and shall be maintained by the respective owners accordingly -THE VENDORS and the TRANSFEREE hereby apply to the Registrar to enter in the register such of the matters in this Transfer as are capable of registration -IN this Transfer where the context so admits:-(a) words implying the singular number only include the plural number and vice versa and the masculine gender only include the feminine gender -(b) where there are two or more persons included in the expression "the Transferee" covenants expressed to be made by the Transferee shall be deemed to be made by such persons jointly and severally -where there are two or more persons included in the expression "the Transferee" the Transferee shall hold the property as joint tenants beneficially -(d) the expression "Millbrook Close Estate" means the land comprised in the Title above referred to registered on Thirtieth day of June One thousand nine hundred and sixty seven -IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Five thousand Five hundred pounds (£5,500) — THE FIRST SCHEDULE The right in common with the Vendors and all persons who have or may hereafter have the like right To pass and repass at all times for all purposes in connection with the use of the property over and

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along (a) the said road and footpath known as Millbrook Close until the same shall be taken over and adopted by the Local or other Authority and (b) the land coloured green on the plan and forming the forecourt leading to the said garage (hereinafter called "the forecourt") subject to the payment from time to time when called upon so to do of an Eleventh part of the cost of maintaining the forecourt at all times in good repair and condition and -(ii) to the free passage and running of water sewage soll gas and electricity from and to the property through the channels sewers drains storms water drains watercourses water and gas pipes electric wires and cables (hereinafter called "the services") now or hereafter within Eighty years to be laid for common use in under or across other parts of Millbrook Close Estate with full rights and liberty in case of necessity at any time to enter upon such other parts of Millbrook Close Estate for the purpose of laying repairing cleansing and maintaining the services the Transferee and his successors in title making good all damage occasioned thereby and on request paying a fair and proper proportion in common with the other persons having the like right of the expense of laying repairing cleansing and maintaining the services --

## THE SECOND SCHEDULE

now or hereafter within Eighty years to be laid or made for common use under or across the property with full rights and liberty at any time to enter upon the property hereby transferred for the purpose of laying repairing cleansing and maintaining the Services the Vendors or such other persons as aforesaid making good all damage occasioned thereby.

## THE THIRD SCHEDULE

- 1. To maintain the fence or a good and sufficient fence in place thereof on the boundaries marked with a "T" inside the boundary and also where erected by the Vendors the walls and fences against the road bounding the same
- 2. The elevation and facade of the dwellinghouse erected on the property hereby transferred shall not be altered nor shall any additional building or fencing be erected on the property without the approval in writing of the Vendors first being obtained which approval shall not unreasonably be withheld
- 3. No trade business or manufacture shall be carried on upon the property or upon any buildings erected or to be erected thereon as aforesaid and the buildings thereon shall not be used for any purpose except as a private or professional residence and private garage occupied in connection therewith—
- 4. Nothing shall be done upon the property or upon any building erected thereon which shall be or become a nuisance annoyance or danger or detrimental to the neighbouring land or the owners or occupiers thereof—
- 5. No advertisement hoarding shall be erected or placed on the property except for the purpose of advertising the sale or letting thereof
- 6. At all times hereafter to keep the buildings erected on the property hereby transferred in substantial repair and to keep the parts of the

property hereby transferred not occupied by buildings in a neat and tidy condition and free from rubbish and weeds -SIGNED SEALED and DELIVERED by the said STANLEY HOLLIS BURRAGE in the presence of:-Barbara M. Webb. 101. Lang Sheet Cerne abboar. Dosset . Junearrad SIGNED SEALED and DELIVERED by the said ROGER PAUL BURRAGE in the presence of:-Darbara M. Webb 101. Long Street Come attends. Dersat Decetary. SIGNED SEALED and DELIVERED by the said <u>VERNON PERRY</u> in the presence of:-سنتسد Holde 82 Breseton Que O Cleekosper House Hy