

DEED OF GRANT

WILLIAM OFFLEY HINCHLIFFE FRIEND (1)

and

PETER ROBERT MILES (2)

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page**

39 St Margaret's Street
Canterbury
Kent
CT1 2TX

Ref: JCF/FR0844/0013

LAND REGISTRY
Land Registration Act 2002

Administrative area:	Kent: Thanet
Title numbers out of which rights are granted:	K947213 and K913678
Title numbers for the benefit of which rights are granted:	K570231, K570230 and K599525

THIS DEED IS made the day of 2019 BETWEEN:

- (1) William Offley Hinchliffe Friend of East Northdown Farm, East Northdown, Margate, Kent CT9 3TS ("the Grantor") and
- (2) Peter Robert Miles of East Northdown House, East Northdown, Margate, Kent CT9 3TS ("the Grantee")

Background: This Deed is made pursuant to the Order referred to below

1 Definitions and interpretation

In this Deed, unless the context otherwise requires:

- 1.1.1 "East Northdown House" means the land comprised in and registered under Land Registry Title Number K570231 now in the ownership of the Grantee as shown edged in red on the Plan and which is subject to the "Charge";
- 1.1.2 "the Paddock" means the land comprised in and registered under Land Registry Title Number K570230 now in the ownership of the Grantee as shown edged in green on the Plan;
- 1.1.3 "the Orchard" means the land comprised in and registered under Land Registry Title Number K599525 now in the ownership of the Grantee as shown edged in blue on the Plan;
- 1.1.4 "the Blue Land" means the land comprised in and registered under Land Registry Title Number K913678 now in the ownership of the Grantor and shown coloured blue on the Plan;
- 1.1.5 "the Road" means that part of the land comprised in and registered under Land Registry Title Number K947213 as tinted yellow on the Plan and now in the ownership of the Grantor;
- 1.2 "the Plan " means the plan annexed to this Deed";
- 1.3 "the Rights" means the rights granted by Clause 2 GRANT OF RIGHTS;
- 1.4 The expressions "the Grantor" and "the Grantee" include their respective successors in title, save as specifically provided otherwise in clause 2.1.4;

- 1.5 Where any party comprises more than two or more persons, the obligations and liabilities of that party and of this Deed shall be joint and several obligations and liabilities of those persons;
- 1.6 Words that indicate one gender include all other genders and words that indicate the singular include the plural and vice-versa and words that indicate persons shall be interpreted as extending to a corporate body or a partnership and vice-versa;
- 1.7 The clause headings do not form part of this Deed and shall not be taken into account in its construction or its interpretation;
- 1.8 Any reference to a clause without further designation is to be construed as a reference to the clause of this Deed so numbered; and
- 1.9 Any reference to a colour on a plan is to one on the Plan ;
- 1.10 "Disposal" means a disposition within the meaning of Section 27 (2) of the Land Registration Act 2002 of the whole or any parts of East Northdown House, The Paddock or the Orchard;
- 1.11 "Order" means an Order of the First Tier Tribunal Property Chamber Land Registration Division dated 16th July 2013 in proceedings between the Grantee and the Grantor bearing reference 2012/0164;
- 1.12 "Charge" means the registered charge dated 28 February 2007 in favour of Santander UK Plc of Deeds Services, 101 Midsummer Boulevard, Milton Keynes MK9 1AA the "Chargee".

2 Grant of Rights

- 2.1.1 Pursuant to the Order the Grantor with Full Title Guarantee grants to the Grantee the following rights over the Blue Land and the Road:-

Full right and liberty for the Grantee, his successors in title as owners or occupiers for the time being and all persons authorised by him or them in common with the Grantor and all other persons having the like right at all times and for the purposes set out in this clause to pass and re-pass on foot and with or without vehicles to and from The Paddock and The Orchard over and along the Road and the Blue Land, subject to and in accordance with the following:

- a) to the benefit of the Paddock use limited to existing use as at 16 July 2013, namely:
- i. the keeping of up to four horses (shared in common with The Orchard);
 - ii. the keeping of building materials for the purpose of repairing East Northdown House and further limited storage of building materials for other uses ancillary to the use of East Northdown House as a single private dwelling;

- b) to the benefit of The Orchard use limited to existing use as at 16 July 2013, namely the keeping of up to four horses (shared in common with The Paddock); and
- c) insofar as any of the above grants any ancillary rights of access to The Paddock and The Orchard any such right of access shall be by the existing route as at 16 July 2013 only, namely over the Blue Land and shown for the purposes of identification only by the yellow line on the Plan and shall be limited to access for existing uses as at 16 July 2013 only

2.1.2 All of the foregoing are subject to the observance and performance of the covenants and the conditions contained in this Deed.

2.1.3 In order to give effect to the terms of the Contract dated 1st June 1982 and Transfer dated 9th November 1982 (copies of which are annexed to this Deed), the Parties agree and the Grantee covenants to pay one quarter of the annual Council Tax Obligation (or any successor thereto) for Mockett Cottage and East Northdown House to the Grantor towards the upkeep of the Road payable on 1st April each year in substitution of the provision referring to rateable value.

2.1.4 Pursuant to the Order referred to above, it is hereby agreed and declared that for so long as the Grantee remains the freehold title owner of The Orchard, The Paddock and East Northdown House then the Grantor shall request no sums due in accordance with the Road maintenance levy as set out in the Transfer dated 9th November 1982 or the Covenant above in substitution thereof. Further for so long as this personal agreement shall be in place the Grantee shall by his servants, agents or others make no complaints in relation to the Road or the quality of the maintenance of the Road to the Grantor or any others including any public authorities or neighbouring land owners.

3 Consent to Noting

The Grantor consents to notice of the Rights being noted against his registered title to the Road and the Blue Land.

4 The Chargee consents to the terms of this Deed

5 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Law of England and Wales

The parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation including non-contractual disputes or claims


IN WITNESS whereof this Deed has been duly executed the day and year first before written

Signed as a Deed by
WILLIAM OFFLEY HINCHLIFFE FRIEND }
In the presence of:

Signature.....
Name.....
Address.....
.....
.....

Signed as a Deed by
PETER ROBERT MILES }
In the presence of:

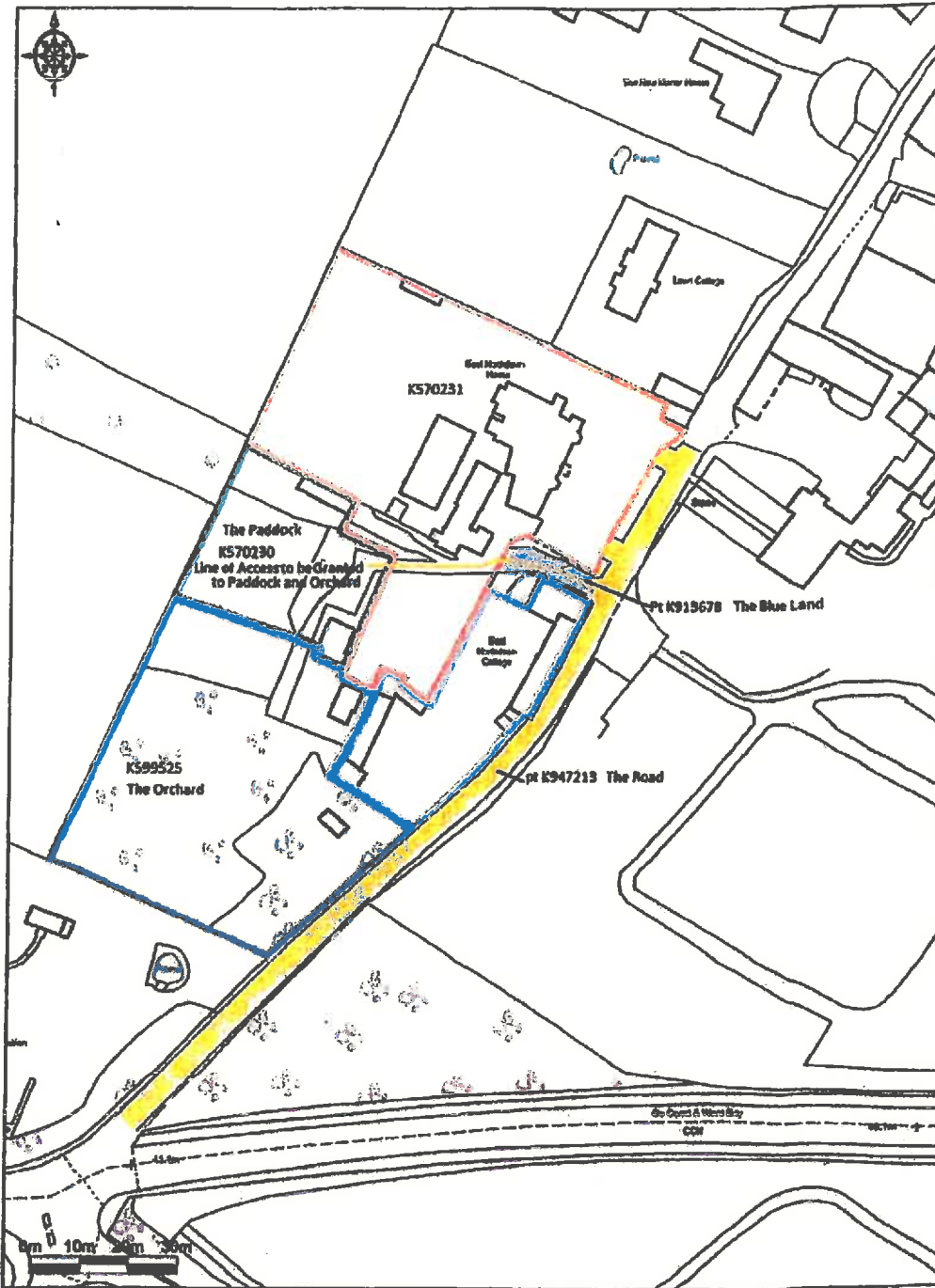


Signature..... 
Name..... EDWARD FIELDER
Address..... Mockett cottage
..... EASTNOCK
..... CT9 3TS

The common seal of Santander UK Plc
was hereunto affixed by Order of the
Board in the presence of:

.....
Authorised Signatory

East Northdown, Margate



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Information from OS Data - 10000

Drawing Number: 49,280
O.S. Ref: TR 3870 SW
Date: 10/11/2016

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