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Title Number MS274850

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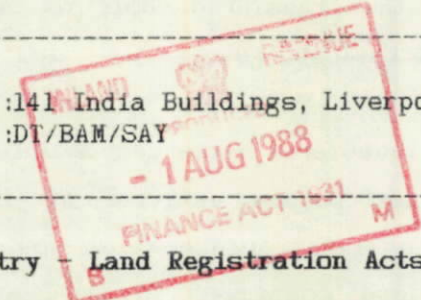
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LEES LLOYD WHITLEY
S O L I C I T O R S



office reference : 141 India Buildings, Liverpool, L2 OSD
: DT/BAM/SAY



H M Land Registry - Land Registration Acts 1925 to 1971

TRANSFER OF PART
title already registered

County : Merseyside
District : Wirral
Title number : MS 251466 MS274850
Property : Mountwood Lawn Tennis Club, Waterpark Road, Prenton, Birkenhead
Date : 20 July 1988

1. IN this Transfer, where the context admits:
- (a) "the Transferor" means C H SAYLE LIMITED of 125 Shrewsbury Road, Birkenhead, Merseyside, its successors in title and assigns;
 - (b) "the Transferee" means WILLIAM DONALD COWAN and PHYLLIS FREDA COWAN both of 46 Ox Lane, Harpenden, Hertfordshire and his successors in title and assigns;
 - (c) "the Price" means FORTY FIVE THOUSAND TWO HUNDRED POUNDS (£45,200.00);
 - (d) "the Property" means the land shown and edged red on the attached plan with the dwellinghouse erected on it known as 2 The Old Tennis Club, Waterpark Road, Prenton, Birkenhead, Merseyside;
 - (e) "the Estate" means the land shown and edged blue on the attached plan being the land comprised in the above mentioned title on 16 February 1987;
 - (f) "the Services" means all drains, channels, sewers, pipes, wires, cables, watercourses, gutters and other conducting media; and
 - (g) "the Projections" means any protruding or overhanging eaves, gutters, spouts, downpipes, chimney cappings, foundations and similar sructures.

2. IN consideration of the Price (the receipt of which is hereby acknowledged) the Transferor as beneficial owner hereby transfers the Property to the Transferee together with the rights set out in Schedule 1 hereto.

3. THE Property is transferred subject to:-

- (a) the exceptions and reservations set out in Schedule 2 hereto; and
 - (b) the covenants set out in Schedule 3 hereto;
- and the Transferor and the Transferee apply to the Registrar to enter on the register such of the exceptions, reservations and covenants as are capable of registration.

4. THE Transferor and the Transferee agree and declare:-

- (a) the Transferee shall not become entitled by implication, prescription or otherwise to any right of light or air which would restrict or interfere with the free use of the land comprised in the Estate for building or other purposes;
- (b) the Transferor may at any time release, waive or modify any of the covenants or stipulations imposed by it on any land comprised in the Estate or any part of it;
- (c) all boundary walls and fences between the Property and any other land comprised in the Estate shall be party walls and fences and shall be maintained jointly by the Transferee and the registered proprietor(s) for the time being of the adjoining land;
- (d) where two or more persons are included in the expression "the Transferee" the Transferee's covenants shall be deemed to have been made by such persons jointly and severally and they shall hold the Property on trust for themselves as joint tenants beneficially.

SCHEDULE 1

The Property is transferred with full right and liberty for the Transferee, his tenants, servants and licensees at all times hereafter and in common with all other persons having the same right:

- (a) to use all the Services in, on, under or belonging to any land comprised in the Estate for the free passage and running of water, soil, gas, electricity and other services, but subject to the payment of a fair and proper proportion of the expense from time to time of cleaning, maintaining, repairing and renewing the Services;
- (b) to keep any of the Projections incidental to the use of the buildings on the Property which overhang or protrude beneath the adjoining land comprised in the Estate;

- (c) to enter at reasonable times and after giving reasonable notice (except in case of emergency) on the adjoining land comprised in the Estate so far as may be necessary for the purposes of inspecting, cleaning, maintaining, repairing and renewing the buildings and boundary structures on the Property, the Services and the Projections, but causing as little damage as possible and making good any damage caused;
- (d) the benefit of all covenants made with the Transferor by any other person who is registered proprietor of any land comprised in the Estate (but subject to the right of the Transferor to release, waive or modify any such covenants).

SCHEDULE 2

The Property is transferred subject to the following rights (which so far as they do not already exist are hereby reserved to the Transferor and to the registered proprietors for the time being of any land comprised in the Estate):

- (a) the free passage and running of water, soil, gas, electricity and other services through all of the Services in, on, under or belonging to the Property, but subject to the payment of a fair and proper proportion of the expense from time to time of cleaning, maintaining, repairing and renewing the Services;
- (b) the right to keep the Projections incidental to the use of any buildings on the adjoining land which overhang or protrude beneath the Property;
- (c) to enter at all reasonable times after giving reasonable notice (except in case of emergency) on the Property so far as may be necessary for the purposes of inspecting, cleaning, maintaining, and renewing any buildings or boundary structures or the Services or the Projections, but causing as little damage as possible and making good any damage caused;
- (d) the right to grant for the benefit of the Estate all easements, wayleaves, licences, rights and privileges required by any local authority, statutory undertaking or television company in connection with the services usually provided or maintained by them.

SCHEDULE 3

So as to bind each and every part of the Property and to benefit each and every part of the remaining land comprised in the Estate, the Transferee covenants with the Transferor and with every other person who is registered proprietor of any land comprised in the Estate that:

- (a) no building on the Property shall be used for any purpose other than as a private dwellinghouse or incidental to a private dwellinghouse

(b) nothing will be done which may lessen the support or protection given by any party walls or structures.

THE COMMON SEAL of the Transferor was hereunto affixed in the presence of:



B. P. Hylle Director

Johnat Sayle Secretary

SIGNED SEALED AND DELIVERED by the said WILLIAM DONALD COWAN in the presence of:-

Witness Name..... *M. Jordan*

Address..... 50 OX LANE

..... HARPENDEN HERTS

Occupation..... HOUSEWIFE

WDC
[Signature]

SIGNED SEALED AND DELIVERED by the said PHYLLIS FREDA COWAN in the presence of:-

Witness Name..... *Madeleine Jordan*

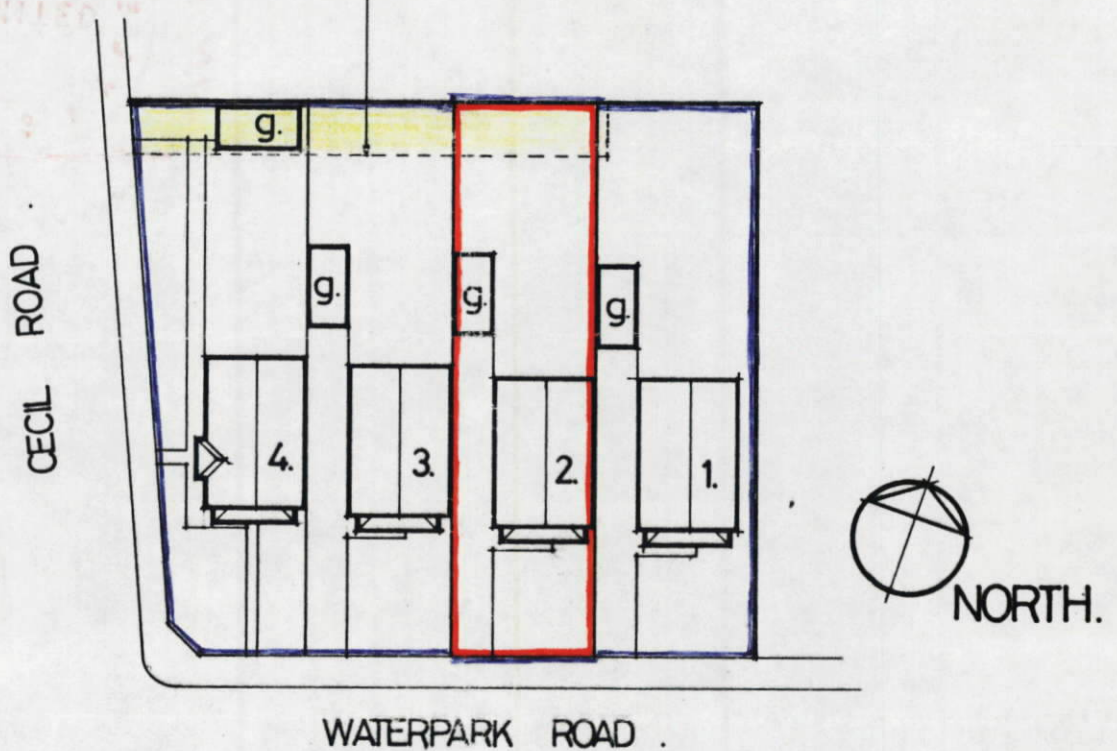
Address..... 50 OX LANE

..... HARPENDEN HERTS

Occupation..... HOUSEWIFE

PFC.
Phyllis F. Cowan

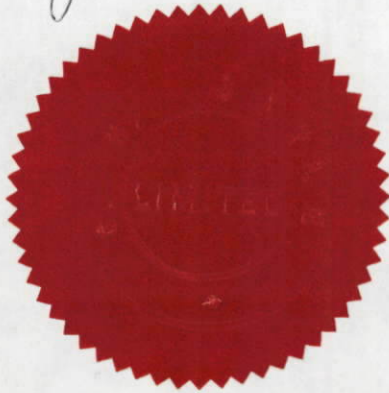
Dotted line indicates land to be reserved until development is completed.



Julian Sayle

DEREK HICKS AND THEW,
Chartered Architects,
61, Duke Street, Liverpool.
051-709 2249.

Scale 1 : 500 .



W.D.C. *[Signature]*
P.F.C.
Phyllis F. Cowan