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Official copy of register of title

Title number P192988

Edition date 06.04.2020

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- Issued on 02 Mar 2021.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Durham Office.

A: Property Register

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

NORTHUMBERLAND

- 1 (28.03.1951) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being The Ray Estate, Alnwick (NE19 2RB).
- 2 As to the land edged blue on the filed plan the mines and minerals excepted by a Conveyance dated 11 November 1949 made between (1) Barclays Bank Limited and Rachel Mary Parsons and (2) The Minister of Agriculture and Fisheries.

NOTE: Copy filed under P181368.
- 3 The land has the benefit of the following rights granted by a Transfer dated 23 November 1956 made between (1) The Minister of Agriculture Fisheries and Food and (2) Barclays Bank Limited and Edward Davies:-
 1. Full free right for the Transferees and their successors in title the owners or occupiers of the property hereby transferred or any part or parts thereof their tenants servants and agents at all times and for all agricultural purposes but not further or otherwise with or without horses and other animals carts carriages and motor and other vehicles laden or unladen to go pass and repass along over and upon the road through Hawick Woods and coloured blue on the said plan bound within
 2. Full free right for the Transferees their successors in title the owners or occupiers of the property hereby transferred or any part or parts thereof their tenants servants and agents at all times and for all agricultural purposes (but not further or otherwise) with or without horses and other animals carts carriages and motor and other vehicles laden or unladen to go pass and repass along over and upon the part of the road Numbered Part 132 on the said map being part of the remainder of the land comprised in the above Title and along over and upon the continuation route coloured blue on the said plan the Minister or his successors in title maintaining such road and continuation route in a satisfactory state of repair and condition
 3. Full free right for the Transferees their successors in title the owners or occupiers of the property hereby transferred or any part or parts thereof their tenants servants and agents at all times and for all purposes with or without horses other animals carts carriages and motor vehicles laden or unladen to go pass and repass along over and

A: Property Register continued

upon the roadway from the Sweethope Lough public highway passing through Lake Wood on the East side of Sweethope Loughs leading to the Boat House paying Twenty per centum of the cost of the maintenance of this roadway to the Minister

4. Full free right for the Transferees and their successors in title their tenants servants and agents and all persons authorised by them subject to the rights of the Lessees under the said lease to land on and fish from such part or parts of the banks of Sweethope Loughs as are part of the remainder of the land comprised in the above title.

NOTE: a) The Roadway referred to in Clause 1 above is lettered N-N' on the filed plan

(b) The road and continuation road continuation route referred to in Clause 2 above is shown tinted yellow on the filed plan.

(c) The Lease referred to in Clause 4 above is dated 10 April 1953 and made between (1) The Minister of Agriculture Fisheries and Food and (2) Vaux and Associated Breweries Limited for 5 years from 1 April 1953.

(d) The above title is P181368.

4 The road Numbered Part 132 referred to in Clause 2 of the Transfer dated 23 November 1956 referred to above is now tinted green hatched blue on the filed plan. The continuation route coloured blue referred to in the said Clause 2 now falls within the extent of the land in this title and is tinted yellow on the filed plan.

5 Deed dated 7 September 1971 made between (1) George Walton and (2) Barclays Bank Trust Company Limited and others relates to the provisions of two cattle grids at Hartside.

NOTE: Copy filed.

6 The land edged and lettered S and T in red on the filed plan has the benefit of the following rights granted by the Transfer dated 24 March 1972 referred to in the Charges Register:-

"The land firstly described in the said First Schedule is hereby transferred together with as appurtenant thereto a right of way in fee simple in common with the Transferor and all other persons who may have or who hereafter may have a like right at all times and for all purposes with or without animals or vehicles in connection with the use of the land hereby transferred over the road "B-C" coloured blue on the said plan subject to the Transferees or their successors in title contributing twenty-five per cent of the cost of maintaining such road

The land secondly described in the said First Schedule is hereby transferred together with as appurtenant thereto a right in fee simple (i) to use the septic tank and the associated drains serving the said property as the same lie under the remainder of the land comprised in the above title number and also comprised in Ordnance Survey Number 68a on the said plan the approximate position of the said septic tank and the associated drains is indicated by a red line on the said plan subject to the Transferees cleaning the said tank and the said drains and maintaining the same in good condition together with the right to repair and renew the same when necessary and all necessary rights of access for such purposes and (ii) to use the one inch diameter pipeline between the points marked "X-Y" on the said plan where it passes through Herpath Wood owned by the Transferor for the supply of water to the property secondly described in the said First Schedule the Transferor maintaining improving and renewing the same"

NOTE: The land firstly described is the land edged and lettered S in red on the filed plan. The road B-C coloured blue referred to is tinted green hatched blue on the filed plan. The land secondly described is the land edged and lettered T in red on the filed plan. The red line and the points X and Y referred to are shown by a red broken line and lettered X and X' respectively on the filed plan.

7 The Transfer dated 24 March 1972 referred to above contains the following provision:-

A: Property Register continued

"FOR the avoidance of doubt IT IS HEREBY DECLARED that this transfer shall always be construed so that such parts of the boundaries of Herpath Lodge as are defined by walls are included in the transfer and their maintenance shall be the responsibility of the Transferees And the Transferees HEREBY COVENANT to maintain the same whereas the other boundary fences of Herpath Lodge as the same adjoin the Transferor's land shall remain the property of the Transferor but he shall be under no liability to maintain a fence on such boundaries"

- 8 There are appurtenant to the land edged and lettered T in red on the filed plan for a term of 21 years from 29 September 1965 the rights granted by a Deed dated 4 November 1966 made between (1) The Most Noble Hugh Algernon Duke of Northumberland and (2) The Minister of Land and Natural Resources at the rent of £5.

NOTE: Copy filed.

- 9 The Deed dated 19 March 1976 referred to in the Charges Register contains a provision as to repair of the roadway marked N-N' on the filed plan.
- 10 By the Transfer dated 25 March 1977 referred to in the Charges Register the rights of way granted by the Transfer dated 23 November 1956 were released.
- 11 (09.02.1998) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 12 (05.04.2001) By a Deed of Rectification dated 27 December 2000 made between (1) Terence Third Viscount Devonport and (2) The Minister of Agriculture Fisheries and Food the southern boundary of the northernmost part of the two pieces of land removed from this title under title number ND109591 has been amended.

NOTE: Original filed under ND109591.

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 (09.10.1975) PROPRIETOR: TERENCE THIRD VISCOUNT DEVONPORT of Peasmarsh Place, Peasmarsh, Rye TN31 6XE.
- 2 (08.07.1996) A Transfer dated 23 November 1956 made between (1) The Minister of Agriculture, Fisheries and Food (2) Barclays Bank PLC Limited and (3) Edward Davies contains purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 3 (08.07.1996) A Transfer dated 29 February 1968 made between (1) Barclays Bank Limited and (2) Barclays Bank Limited and others contains Purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 4 (08.07.1996) A Transfer dated 6 December 1968 made between (1) Barclays Bank Limited and others and (2) Barclays Bank Limited and others contains Purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 5 (08.07.1996) A Transfer dated 24 March 1972 made between (1) The Minister of Agriculture Fisheries and Food and (2) Barclays Bank Trust Company Limited and others contains Purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 6 (27.11.2014) RESTRICTION: No disposition of the registered estate shown edged and numbered 1 to 17 in Mauve on the title plan by the proprietor of the registered estate or by the proprietor of any registered charge,

B: Proprietorship Register continued

not being a charge registered before the entry of this restriction is to be registered without a certificate signed by Vattenfall Wind Power Ltd (Co Regn No 06205750) of 1st Floor, 1 Tudor Street, London EC4Y 0AH or their conveyancer that the provisions of Clause 8.1 the licence to underlet dated 21 October 2014 made between (1) Terence Third Viscount Devonport and (2) Capeacre Limited and (3) Vattenfall Wind Power Ltd have been complied with or that they do not apply to the disposition.

- 7 (27.11.2014) RESTRICTION: No disposition of the registered estate shown edged and numbered 1 to 17 in Mauve on the title plan by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by Vattenfall Wind Power Ltd (Co Regn No 06205750) of 1st Floor, 1 Tudor Street, London EC4Y 0AH or their conveyancer that the provisions of Clause 6.17 of an Option Agreement dated 21 October 2014 made between (1) Terence Third Viscount Devonport and (2) Capeacre Limited and (3) Vattenfall Wind Power Ltd have been complied with.
- 8 (08.07.2016) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Vattenfall Wind Power Ltd (Co. Regn. No. 06205750) of 1st Floor, 1 Tudor Street, London EC4Y 0AH or by its secretary or conveyancer that the provisions of Schedule 4 paragraph 13 of Deed of Easement dated 31 July 2015 made between (1) Terence Third Viscount Devonport and (2) Vattenfall Wind Power Ltd have been complied with or that they do not apply to the disposition.
- 9 (25.11.2019) RESTRICTION: No disposition of the part of the registered estate known as Ferneyrigg Farm, Kirkwhelpington edged red on the plan to the charge referred to herewith by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 9 August 2019 in favour of Lloyds Bank PLC referred to in the Charges Register.
- 10 (09.03.2020) RESTRICTION: No disposition of the parts of the registered estate known as Hawick Farm, Woodlands, Sweethope Farm and Hawick Fell, Harle tinted pink, blue, yellow and green on the plan to the charge referred to herewith by the proprietor of the registered estate or by the proprietor of any registered charge, not being a Charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 2 March 2020 in favour of Lloyds Bank PLC referred to in the Charges Register.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 23 November 1956 referred to in the Proprietorship Register:-

The Transferees hereby jointly and severally and for their successors in title covenant with the Minister and his successors in title the owners or occupiers of the remainder of the land comprised in the above title as follows:

(a) In the event of the Lease (hereinafter called "the said Lease") dated the tenth day of April One thousand nine hundred and fifty three and made between the Minister of the one part and Vaux and Associated Breweries Limited (hereafter called "the Lessees" which expression shall where the context so admits include their successors in title) for a term of five years commencing the First day of April One thousand nine hundred and fifty three not being renewed under the provision in that behalf in clause 4 (4) thereof for a further term of five years on the expiration of the said term to pay to the Lessees the sum of Six hundred pounds therein mentioned And to keep the Minister indemnified from and against all claims demands actions proceedings costs damages and expenses which may or might arise in relation to the payment of

Schedule of personal covenants continued

the said sum of Six hundred pounds

(b) to pay to the Minister Twenty per centum of the cost of maintaining that portion of the roadway from the Sweethope Lough public highway which passes through Lake Wood on the East side of Sweethope Loughs to the Boat House in a satisfactory state of repair

(c) to pay to the Minister Twenty five per centum of the cost of maintaining the roadway crossing field numbered Part 17 and shown by a broken yellow line on the said plan leading from the Sweethope Lough public highway to the entrance of Hawick Wood in a satisfactory state of repair

(d) to pay to the Minister Twenty five per centum of the cost of maintaining the roadway crossing fields Numbered 68 and Part 132 and shown by a broken yellow line on the said plan in repair

(e) to pay the Minister Twenty per centum of the cost of maintaining the roadway crossing field Numbered Part 17 and shown by a broken yellow line on the said plan leading from the Sweethope Lough Public highway to Lake Wood in a satisfactory state of repair

AND the Minister for himself and his successors in title the owners and occupiers of the remainder of the land comprised in the above title hereby covenants with the Transferees and their successors in title the owners and occupiers of the property hereby transferred as follows:

(a) To maintain that portion of the said roadway from the Sweethope Lough public highway which passes through Lake Wood on the East side of Sweethope Loughs to the Boat House in a satisfactory state of repair

(b) To maintain the roadway crossing field Numbered Part 17 and shown by a broken yellow line on the said plan leading from the Sweethope Lough public highway to the entrance of Hawick Wood in a satisfactory state of repair

(c) To maintain the roadway crossing fields Numbered 68 and part 132 shown by the broken yellow line on the said plan in a satisfactory state of repair

(d) To maintain the roadway crossing the said field Numbered Part 17 and shown by a broken yellow line on the said plan leading from Sweethope Lough public highway to Lake Wood in a satisfactory state of repair

(e) To maintain any roadways or tracks the Minister or his successors in title may construct over and along the routes marked with a firm yellow line on the said plan in good repair and condition."

NOTE 1: The roadway referred to is lettered A-N on the filed

NOTE 2: The roadway referred to is lettered B-B' on the filed plan

NOTE 3: The roadway referred to is shown lettered C-C' on the filed plan

NOTE 4: The roadway referred to is lettered A-N on the filed plan. The roadway referred to is lettered B-B' on the filed plan. The roadway referred to is shown lettered C-C' on the filed plan

NOTE 5: The roadways and tracks referred to are shown tinted brown and lettered D-D', E-E', F-F', G-G', H-H', J-J', K-K', L-L', M-M' on the filed plan.

2 The following are details of the personal covenants contained in the Transfer dated 29 February 1968 referred to in the Proprietorship Register:-

THE Trustees hereby covenant with the Bank that they will at all times hereafter duly observe and perform the personal covenants on the part of the Bank and Mr Davies referred to in the register of the title above referred to and keep the Bank effectually indemnified against all actions proceedings costs charges claims and demands whatsoever in

Schedule of personal covenants continued

respect of all future breaches of the same PROVIDED ALWAYS that this covenant on the part of the Trustees is only given with the object and intention of affording to the Bank a full and sufficient indemnity in respect of such personal covenants.

- 3 The following are details of the personal covenants contained in the Transfer dated 6 December 1968 referred to in the Proprietorship Register:-

THE New Trustees HEREBY COVENANT with the Old Trustees that they will at all times hereafter duly observe and perform the personal covenants on the part of Barclays Bank Limited and Edward Davies referred to in the register of the title above referred to and keep the Bank effectually indemnified against all actions proceedings costs charges claims and demands whatsoever in respect of all future breaches of the same."

- 4 The following are details of the personal covenants contained in the Transfer dated 24 March 1972 referred to in the Proprietorship Register:-

THE Transferees HEREBY COVENANT with the Transferor that they the Transferees will maintain the road marked "A-B" on the plan annexed hereto in a condition suitable for forestry purposes subject to the Transferor making good any damage caused by his user.

C: Charges Register

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

- 1 The land is subject to the following rights reserved by a Transfer dated 23 November 1956 made between (1) The Minister of Agriculture Fisheries and Food and (2) Barclays Bank Limited and Edward Davies:-

"1. Full free right for the Minister and his successors in title the owners and occupiers of any of the part or parts of the remainder of the land comprised in the above title and all persons authorised by him or them at all times by day and by night and for all purposes on foot and with animals and vehicles to pass and repass over and along the following roadways or tracks:-

(a) The roadway crossing the fields Numbered Part 68 and Part 132 shown by a broken yellow line on the said plan for the purpose of access to the Woodlands and Plantations of the Minister the Minister or his successors in title maintaining the said roadway in a satisfactory state of repair and the Transferees or their successors in title paying Twenty five per centum of the cost of such maintenance to the Minister or his successors in title as the case may be

(b) The roadway crossing field Numbered Part 17 and shown by a broken yellow line on the said plan for the purpose of access to the woodlands and plantations of the Minister leading from the Sweethope Lough public highway to the entrance to Harwick Wood the Minister or his successors in title maintaining the said roadway in a satisfactory state of repair and the Transferees or their successors in title paying Twenty five per centum of the cost of such maintenance to the Minister or his successors in title as the case may be

(c) The roadway crossing Field Numbered Part 17 and shown by a broken yellow line on the said plan for the purpose of access to the Woodlands and plantations of the Minister leading from the Sweethope Lough public highway to Lake Wood the Minister or his successors in title maintaining the said roadway in a satisfactory state of repair and the Transferees or their successors in title paying Twenty per centum of the cost of such maintenance to the Minister or his successors in title as the case may be

(d) Across that portion of the extreme South West corner of Part 442 where shown by a broken blue line on the said plan and for the purpose of access to Lake Wood from the road or track coloured yellow on the said plan The Minister or his successors in title making good any damage caused thereto by the exercise of such right

C: Charges Register continued

(e) Across the North Eastern portion of Part 17 where shown with a broken blue line on the said plan for the purpose of access to Harwick Wood from the road or track shewn by a broken line on the said plan the Minister or his successors in title making good any damage caused thereto by the exercise of such right

(f) The passage on foot only across the southern corner of Part 89 where indicated by a blue line on the said plan for the purpose of access to an from the adjacent portions of the land retained by the Minister

(g) The routes marked with a firm yellow line on the said plan for the purpose of access to the Woodlands and plantations of the Minister adjoining the land hereby transferred

2. Full free right for the Minister and his successors in title the Owners and occupiers of the remainder of the said land comprised in the above title for the purpose of access to the woodlands and plantations on such land to enter on the land hereby transferred in order to construct roads over and along the said routes marked with a firm yellow line on the said plan up to a width of Twenty feet inclusive of drainage and dykes the Minister and his successors in title making good at his or their own expense and to the reasonable satisfaction of the Transferees and their successors in title all damage to crops cultivation fences hedges gates walls drains or other like matters whatsoever or paying compensation therefor and maintaining all such roads or tracks constructed as aforesaid in good repair and condition

3. Full free right and liberty for the Minister and his successors in title the owners and occupiers of the woods and plantations adjoining Sweethope Loughs to pump and take water from Sweethope Loughs in the event of fire in the said woods and plantations

NOTE: a) The roadway referred to in Clause 1(a) above is lettered B-B' on the filed plan

(b) The roadway referred to in clause 1(b) above is lettered A-N on the filed plan

(c) The roadway referred to in Clause 1(c) above is lettered C-C' on the filed plan

(d) The broken blue line referred to in clause 1(d) above is shown by a blue broken line and lettered P-P' on the filed plan and the road or track referred to therein is part of the roadways and tracks shown tinted brown and lettered D-D', E-E', F-F', G-G', H-H', J-J', K-K', L-L' and M-M' on the filed plan.

(e) The broken blue line referred to in Clause 1(e) above is shown by a blue broken line and lettered Q-Q' on the filed plan.

(f) The blue line referred to in clause 1(f) above is shown by a firm blue line and lettered R-R' on the filed plan

(g) The roads and tracks shown by a firm yellow line on the Transfer plan are shown tinted brown and lettered D-D', E-E', F-F', G-G', H-H', J-J', K-K', L-L' and M-M' on the filed plan

(h) The parts numbered 89 and 119 on the Transfer plan are similarly shewn on the filed plan.

2 The Transfer dated 23 November 1956 referred to above is made subject to the following rights:-

"The right of way at all times and for all purposes as at the date of this transfer enjoyed for access to Summit Cottages from the public highway over the field Numbered Part 1 and coloured blue on the said plan in favour of the British Transport Commission the British Transport Commission paying One shilling per annum to the Transferees and their successors in title on the 18th day of May in arrears"

C: Charges Register continued

A right for Miss Shaftoe of Paashetts Farm Harle to take water from the overflow from the spring supplying Sweethope Farm she paying therefor an acknowledgement of Two shilling and sixpence per annum to the Transferees."

NOTE: The relevant portion of the Part numbered 1 and coloured blue on the Transfer plan is shown and numbered Pt 1. on the filed plan.

- 3 Four Agreements and Undertakings all dated 17 November 1965 and all made by Barclays Bank Limited in favour of the Minister of Transport relate to the use of strips of land on the north east and south west sides of a road leading from Otterburn to Newcastle for the purpose of the construction and improvement of the Newcastle-Edinburgh trunk road.

NOTE: Copies filed.

- 4 The land is subject to the rights granted by two Deeds both dated 26 February 1969 and made between (1) Barclays Bank Limited George James Kenneth Widgery, The Honourable Terence Kearley and Charles Hope Murray and (2) The Minister of Agriculture Fisheries and Food. By one of the said Deeds it was agreed that the right thereby granted should take effect in substitution for the right of way excepted and reserved in Clause 1(d) of the Transfer dated 23 November 1956 referred to above and by the other Deed it was agreed between the parties thereto that one of the rights thereby granted should take effect in substitution for the right of way contained in the Transfer dated 23 November 1956 referred to above.

NOTE: Original Deeds filed.

- 5 The land is subject to the following rights reserved by a Transfer of the land edged and lettered S and T in red on the filed plan dated 24 March 1972 made between (1) The Minister of Agriculture Fisheries and Food (Transferor) and (2) The Barclays Bank Trust Company Limited and others (Transferees):-:-

"There is excepted and reserved in favour of the Transferor his successors in title and those authorised by him and them a right of way with or without vehicles over the road "A-B" coloured brown on the said plan for the purpose of access to his Woodlands and Plantations (being those retained by the Transferor out of the said Transfer dated the Twenty third day of November One thousand nine hundred and fifty six) such right of access being for all purposes in connection with the maintenance of his woodlands and plantations"

NOTE: The road "A-B" coloured brown referred to is tinted yellow on the filed plan.

- 6 The Transfer dated 24 March 1972 referred to above also contains the following grant:-

"IN SO FAR as the reservation contained in the Transfer dated the Twenty third day of November One thousand nine hundred and fifty six by the Transferor to Barclays Bank Limited and Edward Davies as to a right of way over the length of road "D-E" at Herpath Lodge shown on the said plan is defective or incomplete the Transferees HEREBY GRANT to the Transferor a right of way over the said road "D-E" on the same terms as that already existing over the road "C-D" marked on the said plan. The rights and liabilities of the parties hereto as to the use and maintenance of the road marked "C-D" shall remain as set out in the said Transfer dated the Twenty third day of November One thousand nine hundred and fifty six"

NOTE: The right of way over the road C-D referred to is that contained in Clause 1(a) of the Transfer dated 23 November 1956 referred to above and affects the roadway lettered B-B' on the filed plan. The road "D-E" referred to is that lettered B'-Y on the filed plan.

- 7 Some of the roads and tracks shown by a firm yellow line on the plan to the Transfer dated 23 November 1956 referred to in Clause 1(g) above are tinted brown on the filed plan. The remainder of the said roads and tracks shown by a firm yellow line on the said Transfer plan are the roads and tracks shown lying between points lettered D-D', E-E', F-F', G-G', H-H', J-J', K-K', L-L' and M-M' on the filed plan.

C: Charges Register continued

- 8 The part of the land affected thereby is subject to the following rights granted by a Deed dated 29 November 1974 made between (1) Barclays Bank Trust Company Limited and others (Grantors) and (2) James Albert Atkinson (Grantee):-

"full right and liberty for the Grantee and his successors in title the owners and occupiers for the time being of the land in the County of Northumberland known as High Shaw Farm West Woodburn aforesaid and delineated and edged in red on the plan annexed hereto (in common with the Grantees and all others having the like right) to lay (within the period of eighty years from the date hereof which shall be the perpetuity period applicable hereto) a six inch tile drain on the land of the Grantors the approximate position of the said drain being delineated by a green line on the said plan and to use the said drain for the passage or conveyance of water and soil from the adjoining land of the Grantee and for the purpose of laying the said pipe and forever thereafter of repairing and maintaining the same (which the Grantee hereby covenants to do at his sole expense) as may be reasonable and proper in that behalf (making good nevertheless at his own expense all damage or disturbance which may be caused to the surface of the said land belonging to the Grantors in carrying out such works repairs or maintenance) but not for any other purpose whatsoever to enter upon the said land belonging to the Grantors"

NOTE 1: The approximate position of the drain delineated by a green line referred to is shown by a broken line on the filed plan

NOTE 2: Copy filed.

- 9 By a Deed dated 19 March 1976 made between (1) George James Kenneth Widgery and others and (2) The Minister of Agriculture Fisheries and Food, the rights excepted and reserved by the Transfer dated 23 November 1956 referred to of the Charges Register were varied in so far as they affect the obligations for repair contained in Clause 1(b) thereof.

NOTE: Copy filed.

- 10 By a Transfer of the land edged and numbered ND20122 in green on the filed plan dated 25 March 1977 made by The Minister of Agriculture Fisheries and Food to Terence Third Viscount Devonport, the rights of way reserved by the Transfer dated 23 November 1956 referred to above were released.

- 11 The part of the land affected thereby is subject to the rights to obtain a supply of water by means of a catchment at the spring marked Campwell and an underground pipe about one inch in diameter the approximated position of which is shown by a brown broken line on the filed plan granted by a Licence dated 7 June 1982 made between (1) Terence Third Viscount Devonport and Charles Hope Murray and (2) Malcolm Ross and Katherine Ross

NOTE: Copy filed.

- 12 (18.11.1998) Option to renew contained in a Lease dated 27 October 1998 to National Transcommunications Limited for 20 years from 27 October 1998.

NOTE: Copy Lease filed.

- 13 (12.04.2006) UNILATERAL NOTICE affecting the land edged brown on the title plan in respect of an option granted by a Deed of Licence and Option dated 5 April 2006 made between (1) Terence Third Viscount Devonport and (2) Steadings Wind Farm Limited.

NOTE: Copy filed under ND20122.

- 14 (12.04.2006) BENEFICIARY: Steadings Wind Farm Limited (Co. Regn. No. 5654069) of Thrislington Industrial Estate, West Cornforth, Ferryhill, County Durham DL17 9EU.

- 15 (24.08.2006) UNILATERAL NOTICE affecting the land hatched mauve on the title plan in respect of an Agreement dated 25 May 2006 made between (1) The Right Honourable Terence Third Viscount Devonport (2) Ennstone

C: Charges Register continued

Precast Limited and (3) Ennstone Building Products Limited.

NOTE: Copy filed.

- 16 (24.08.2006) BENEFICIARY: Ennstone Building Products Limited of Breedon Hall, Breedon-on-the-Hill, Derby, DE73 8AN.
- 17 (06.07.2007) 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.
- 18 (22.05.2008) UNILATERAL NOTICE in respect of an option created by a deed of licence and an option dated 5 April 2006 as varied by a deed of variation dated 16 May 2008.
- 19 (22.05.2008) BENEFICIARY: Steadings Windfarm Limited (Company Registration Number 5654069) of Thrislington Industrial Estate, West Cornforth, Ferryhill, County Durham, DL17 9EU.
- 20 (10.11.2014) UNILATERAL NOTICE in respect of covenants by the landowner for the grant of a lease as set out in a Licence to Underlet dated 21 October 2014 made between (1) Terence Third Viscount Devonport (2) Capeacre Limited and (3) Vattenfall Wind Power Ltd.
- 21 (10.11.2014) BENEFICIARY: Vattenfall Wind Power Ltd (Co. Regn. No. 06205750) of 1st Floor, 1 Tudor Street, London, EC4Y 0AH.
- 22 (10.11.2014) UNILATERAL NOTICE in respect of an Option Agreement dated 21 October 2014 made between (1) Terence Third Viscount Devonport (2) Capeacre Limited and (3) Vattenfall Wind Power Ltd for the development of a wind farm.
- 23 (10.11.2014) BENEFICIARY: Vattenfall Wind Power Ltd (Co. Regn. No. 06205750) of 1st Floor, 1 Tudor Street, London, EC4Y 0AH.
- 24 (12.08.2015) By a Deed dated 31 July 2015 made between (1) Terence Third Viscount Devonport and (2) Capeacre Limited the terms of the lease dated 20 March 2015 of land at the Ray Estate referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under ND176722.

- 25 (08.07.2016) The land is subject for the term of 31 years from 31 July 2015 to the rights granted by a Deed dated 31 July 2015 made between (1) Terence Third Viscount Devonport and (2) Vattenfall Wind Power Ltd.
The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 26 (08.07.2016) By a Deed dated 14 April 2016 made between (1) Terence Third Viscount Devonport and (2) Vattenfall Wind Power Ltd the Deed dated 31 July 2015 referred to above has been varied.

NOTE: Copy filed.

- 27 (08.07.2016) UNILATERAL NOTICE in respect of an option to extend the term of the Deed of Easement dated 31 July 2015 made between (1) Terence Third Viscount Devonport and (2) Vattenfall Wind Power Ltd.
The option is contained clause 2.1 of the said Deed.

NOTE: Copy filed.

- 28 (08.07.2016) BENEFICIARY: Vattenfall Wind Power Ltd (Co. Regn. No. 06205750) of First Floor, 1 Tudor Street, London EC4Y 0AH.
- 29 (27.03.2018) The land is subject to any rights that are granted by a Deed dated 26 March 2018 made between (1) Terence Third Viscount Devonport (2) Northern Powergrid (Northeast) Limited (3) David William Johnson (4) Richard Lancelot Robson (5) Capeacre Limited and (6) Vattenfall Wind Power Limited and affect the registered land.
The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 30 (25.11.2019) REGISTERED CHARGE of Ferneyrigg Farm, Kirkwhelpington

C: Charges Register continued

edged red on the plan to the said charge dated 9 August 2019.

- 31 (25.11.2019) Proprietor: LLOYDS BANK PLC (Co. Regn. No. 2065) of Pendeford Securities Centre, Pendeford Business Park, Wobaston Road, Wolverhampton WV9 5HZ.
- 32 (09.03.2020) REGISTERED CHARGE of Hawick Farm, Woodlands, Sweethope Farm and Hawick Fell, Harle tinted pink, blue, yellow and green on the plan to the said charge dated 2 March 2020 affecting also other titles. NOTE: Charge reference P192988.
- 33 (09.03.2020) Proprietor: LLOYDS BANK PLC (Co. Regn. No. 2065) Dept. No. 3282 of Pendeford Securities Centre, Pendeford Business Park, Wobaston Road, Wolverhampton WV9 5HZ.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	22.10.2007	land at High Nick Quarry	25.06.2007 10 years from 10 June 2007	ND154340
		NOTE: Lease relates to mines and minerals only		
2	14.06.2012	Ottercops Farm, Edged and number 1 in mauve	23.11.2010 11 years from 11.11.2010	ND170841
		NOTE: Lease comprises also other land		
3	31.10.2012	Ottercops Farm, Edged and numbered 2 in mauve	23.11.2010 11 years from 11.11.2010	ND172045
		NOTE: Lease comprises also other land		
4	27.02.2014	land at Ray Estate Alnwick edged yellow	20.03.2007 28 years from 20 March 2007	ND176115
		NOTE 1: Lease also comprises other land.		
		NOTE 2: See entry in the Charges Register relating to a Deed of variation dated 31 July 2015		

End of register