



THIS CONVEYANCE is made the *Twenty third*
day of *February* One thousand nine hundred and eighty three
BETWEEN VERSEA LIMITED whose Registered Office is situate at
22 Ripon Road Killinghall Near Harrogate North Yorkshire ('the Company')
of the first part NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY
(('the Bank')) of the second part and PETER DUNWELL RODGERS of 22 Ripon
Road Killinghall Harrogate North Yorkshire ('the Purchaser') of the
third part

WHEREAS

1. BY a Conveyance ('the Conveyance') made the Sixth day of October
One thousand nine hundred and eighty two between Frederick Ronald
Addyman and Edith Hornshaw of the one part and the Company of the other
part ALL THAT plot of land situate at Saltergate Hill Skipton Road
Harrogate North Yorkshire TOGETHER WITH the buildings known as Cottages
numbered 3 4 5 and 6 Saltergate Hill and the outhouses belonging
thereto and the gardens and field at the rear thereof for the purposes
of identification only shown on the plans annexed thereto and thereon
surrounded by a red line BUT EXPRESSLY EXCLUDING the two plots of land
retained by the said Frederick Ronald Addyman and Edith Hornshaw being
firstly the plot of land with the terraced cottage erected thereon and
the garden belonging thereto and secondly the separate garden plot
and garage base both of which plots of land were shown on the plans
annexed thereto and thereon hatched red AND TOGETHER with the rights
and easements set out in the First Schedule thereto was conveyed unto
the Company in fee simple

2. THE property hereinafter described and intended to be hereby
conveyed ('the green property') forms part of the property conveyed by
the Conveyance and is more particularly described in the Schedule
hereto

3713

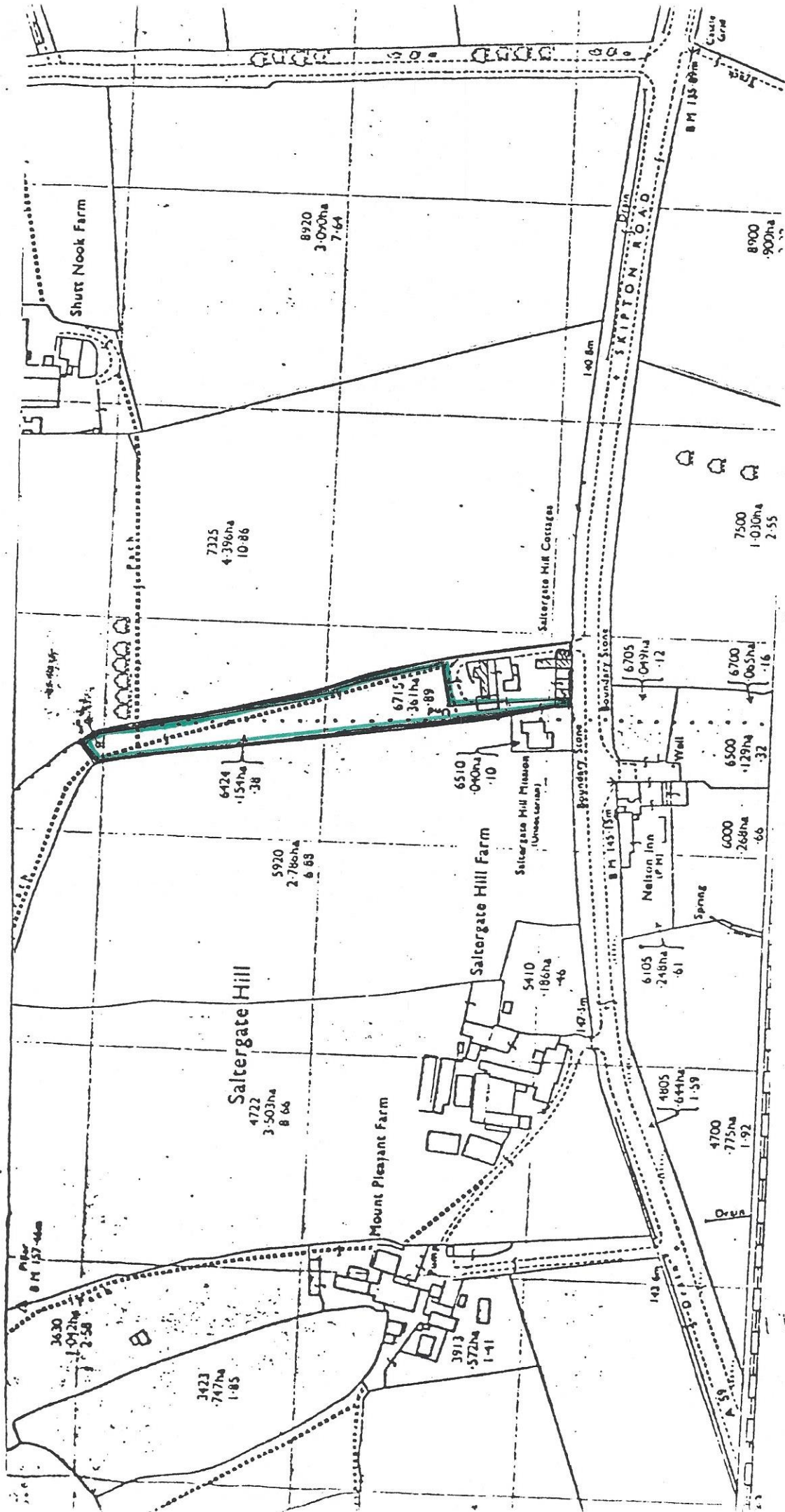
with the Company that he the Purchaser and the persons deriving title under him will henceforth duly observe and perform the said rights easements covenants agreement declaration restrictions stipulations and obligations so far as aforesaid and will indemnify and keep indemnified the Company from and against the consequences of any future breach non-observance or non-performance thereof so far as aforesaid

3. IT is hereby agreed and declared that the wall separating the cottage number 6 Saltergate Hill aforesaid from the cottage number 5 Saltergate Hill aforesaid and such of the fall pipes gutters and drains as serve the said cottages shall be deemed to be party structures and the rights and liabilities in respect thereof shall be in accordance with Section 38 (a) of the Law of Property Act 1925. The said structures shall be maintained and kept in repair at the joint expense of the Purchaser and the Company

4. THE Bank hereby acknowledges the right of the Purchaser to production of the Conveyance and to delivery of copies thereof

5. THE Company hereby covenants with the Purchaser that as and when the Conveyance shall come into the possession of the Company or its successors in title he or they will when requested and at the cost of the Purchaser or his successors in title execute a statutory Undertaking for the safe custody of the Conveyance and that in the meantime and until the execution of such Undertaking every person having for the time being possession of the Conveyance will keep the same whole safe uncanceled and undefaced unless prevented from so doing by fire or other inevitable accident

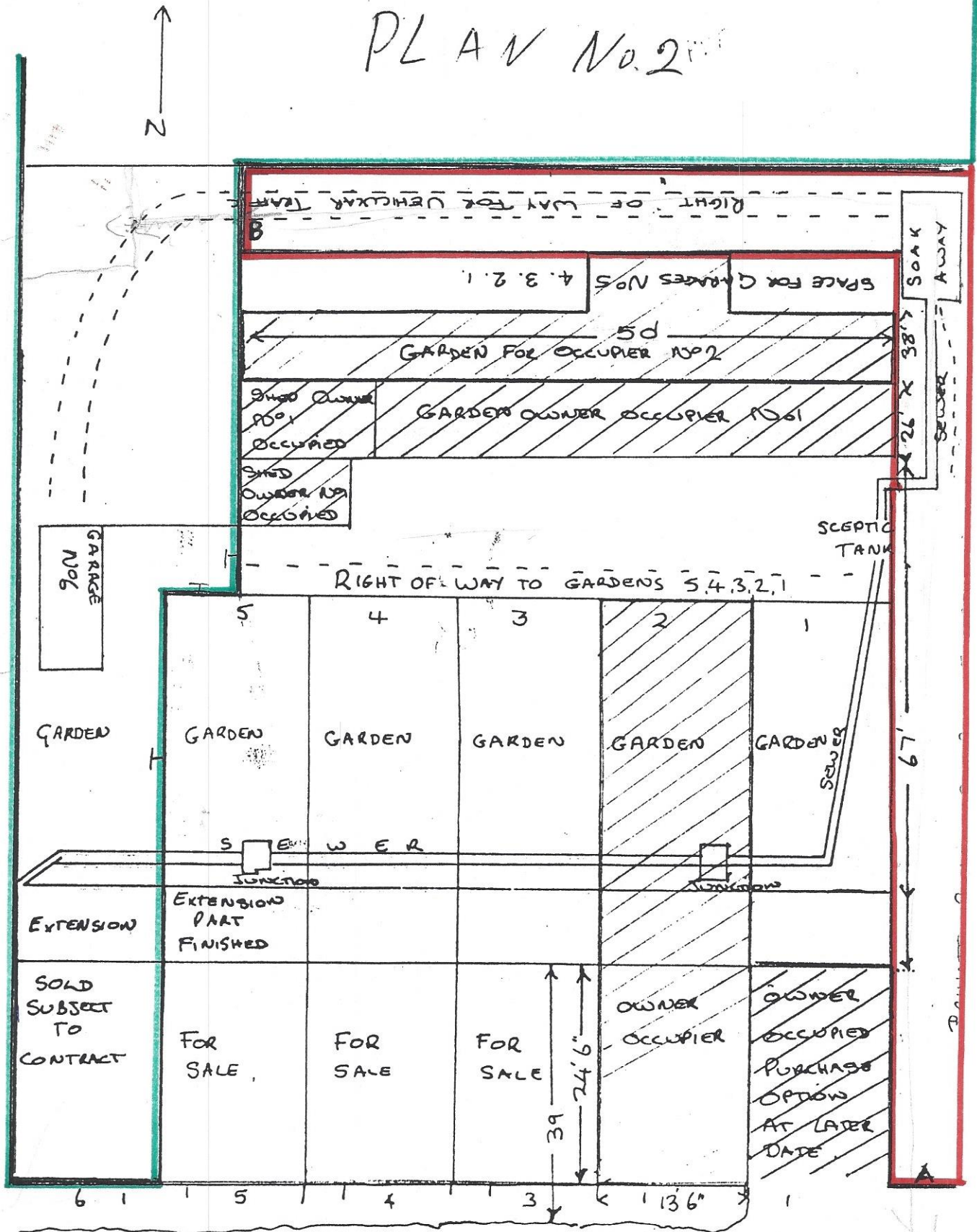
6. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of Twenty five thousand pounds



Handwritten signature: J. P. Saltergate

W. H. Jenkins

PLAN No. 2



IN WITNESS whereof the Company and the Bank have caused their Common
Seals to be hereunto affixed and the Purchaser has hereunto set his hand
and seal the day and year first before written

THE SCHEDULE hereinbefore referred to

ALL THAT plot of land situate at Saltergate Hill Skipton Road Harrogate
North Yorkshire AND ALSO ALL THAT cottage and other buildings erected
thereon known as Number 6 Saltergate Hill aforesaid which said plot of
land is for the purpose of identification only shown on the plan number
1 annexed hereto and thereon edged green and is for the purpose of
identification only delineated as to the West South and East sides
thereof on the plan number 2 annexed hereto by a green line TOGETHER
WITH

(a) a right of support and protection for the walls and roof of the
existing cottage and buildings number 6 Saltergate Hill aforesaid
adjoining the retained property including all buildings thereon by
all parts of the retained property so far as they now support and protect
the same

(b) a right with or without workmen and necessary materials to enter
from time to time upon the retained property for the purpose of repairing
so far as may be necessary the pipes gutters sewers drains watercourses
wires cables and other services and the walls and roofs of the said
cottage and other buildings and for the purpose of rebuilding repairing
or repainting any parts thereof (upon giving reasonable previous notice
[except in emergency] of the intention so to enter to the Company or
other the owner or occupier for the time being of the retained property)
and making good to the reasonable satisfaction of the Company or such
other as aforesaid any damage caused to any part of the retained property
arising directly or indirectly out of the exercise of this right

(c) a right to use all sewers drains watercourses wires cables and other

services laid or passing over through or under the retained property paying a fair contribution to the cost of the maintenance and repair thereof in proportion to user

(d) a free and uninterrupted right of way for the Purchaser and his successors in title the owner or owners for the time being of the green property in common with the Company or other the owner or owners for the time being of the retained property and all persons authorised by it at all times hereafter by day or night to pass and repass along over and upon the roadway between the points marked A and B on the said plan number 2 and thereon edged red with or without vehicles of any description for the purpose of gaining access to all parts of the green property subject to the payment of a fair contribution to the cost of the maintenance and repair of the said roadway in proportion to user Excepting and reserving unto the Company :

1. A right of support and protection for the walls and roof of the retained property by all parts of the green property so far as they now support and protect the same
2. A right with or without workmen and necessary materials to enter from time to time upon the green property for the purpose of repairing so far as may be necessary the pipes gutters sewers drains watercourses wires cables and other services and the walls and the roof of the retained property and for the purpose of rebuilding repairing or repainting any parts thereof (upon giving reasonable previous notice of the intention so to enter onto the property hereby conveyed) and making good to the reasonable satisfaction of the Purchaser any damage caused to any part thereof arising directly or indirectly out of the exercise of this right
3. A right to use all sewers drains septic tank and soakaway watercourses wires cables and other services laid or passing over

through or under the green property subject to the Company paying a fair contribution to the cost of the maintenance and repair thereof in proportion to user

THE COMMON SEAL of VERSEA LIMITED]
] was hereunto affixed in the]
] presence of]

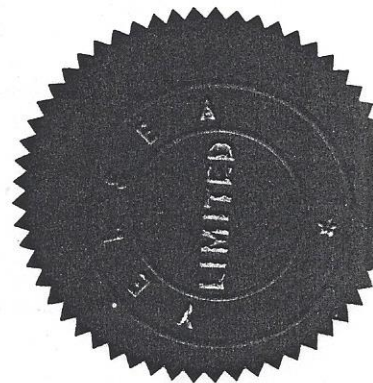
A Rodgers,
DIRECTOR
Peter D. Rodgers

SECRETARY
THE COMMON SEAL of NATIONAL]
] WESTMINSTER BANK PUBLIC LIMITED]
] COMPANY was hereunto affixed in]
] the presence of]

[Signature]
AUTHORISED SEALING OFFICER

SIGNED SEALED AND DELIVERED by]
] the said PETER DUNWELL RODGERS]
] in the presence of]

P. J. Kane
Solicitor
Harrogate



Peter D. Rodgers