

Title Number : K745780

This title is dealt with by Land Registry, Tunbridge Wells Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he suffers loss by reason of a mistake in an official copy.

This extract shows information current on 8 JAN 2007 at 19:54:03 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: K745780
Address of Property	: Royal Victoria Hospital, Radnor Park Avenue, Folkestone
Price Stated	: Not Available
Registered Owner(s)	: EAST KENT HOSPITALS NATIONAL HEALTH SERVICE TRUST of William Harvey Hospital, Kennington Road, Willesborough, Ashford, Kent TN24 0LZ
Lender(s)	: None

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 8 JAN 2007 at 19:54:03. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the Land Registry web site explains how to do this.

TITLE NUMBER : K745780
A PROPERTY REGISTER

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

COUNTY	DISTRICT
KENT	SHEPWAY

- 1 (20.12.1994) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Royal Victoria Hospital, Radnor Park Avenue, Folkestone.
- 2 (20.12.1994) The land has the benefit of a right of way over Parkfield Road.
- 3 (20.12.1994) The land edged and numbered 2 in yellow on the filed plan has the benefit of the following rights granted by the Conveyance dated 6 January 1894 referred to in the Charges Register:-

"TOGETHER with full right and liberty for the Trustees at all times hereafter and for all purposes with or without horses carts and carriages to go pass and repass along over and upon the piece of land delineated in the said plan and therein coloured blue the Trustees paying the expense of forming the same into a roadway as an approach to the said piece of land hereby conveyed and of fencing the same and also of maintaining the said roadway when formed and the fences adjoining the same in proper repair."

NOTE :-The land coloured blue is tinted brown on the filed plan.

- 4 (20.12.1994) The Conveyance dated 13 August 1927 referred to in the Charges Register contains the following provision:-

"PROVIDED ALWAYS that if in the erection of any messuage or buildings which have been built upon the said property hereby assured any windows have been placed in the side or back walls thereof overlooking land belonging to the Vendor his lessees or tenants the Purchaser shall be deemed to enjoy the access and use of light thereto with the consent and by the leave and licence of the Vendor and shall not by the enjoyment thereof acquire any absolute or indefeasible or other right thereto by which any such windows may or might become ancient lights as against the Vendor and his adjoining property PROVIDED ALSO that all main or boundary walls and fences between the premises hereby assured and the premises adjoining which now are joint or party walls or party fences shall continue to be such and shall be used repaired and maintained accordingly."

- 5 (20.12.1994) The Conveyance dated 6 December 1928 referred to in the Charges Register contains the following provision:-

"PROVIDED ALWAYS that if in the erection of any messuage or buildings which have been built upon the said property hereby assured any windows have been placed in the side or back walls thereof overlooking land belonging to the Vendor his lessees or tenants the Purchaser shall be

deemed to enjoy the access and use of light thereto with the consent and by the leave and license of the Vendor and shall not by the enjoyment thereof acquire any absolute or indefeasible or other right thereto by which any such windows may or might become ancient lights as against the Vendor and his adjoining property PROVIDED ALSO that all main or boundary walls and fences between the premises hereby assured and the premises adjoining which now are joint or party walls or party fences shall continue to be such and shall be used repaired and maintained accordingly."

- 6 (20.12.1994) The Conveyance dated 26 February 1937 referred to in the Charges Register contains the following provision:-

"PROVIDED ALWAYS that if in the erection of any messuage or buildings which have been or shall be built upon the said property hereby assured any windows have been or shall be placed in the side or back walls thereof overlooking land belonging to the Vendor his lessees or tenants the Purchasers shall be deemed to enjoy the access and use of light thereto with the consent and by the leave and licence of the Vendor and shall not by the enjoyment thereof acquire any absolute or indefeasible or other right thereto by which any such windows may or might become ancient lights as against the Vendor and his adjoining property PROVIDED ALSO that all main or boundary walls and fences between the premises hereby assured and the premises adjoining which now are joint or party walls or party fences shall continue to be such and shall be used repaired and maintained accordingly."

- 7 (03.10.2005) 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.

- 8 (03.10.2005) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered K891097 in green on the title plan dated 5 September 2005 made between (1) East Kent Hospitals National Health Service Trust and (2) Baldeep Singh Chatwal and Parmjit Jaur Chatwal.

-NOTE: Copy filed under K891097.

END OF A REGISTER

TITLE NUMBER : K745780
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 (20.12.1994) Proprietor: >EAST KENT HOSPITALS NATIONAL HEALTH SERVICE TRUST> of William Harvey Hospital, Kennington Road, Willesborough, Ashford, Kent TN24 0LZ.
- 2 (20.12.1994) RESTRICTION:Except under an order of the registrar no charge by the proprietor of the land is to be registered or noted.
- 3 (20.12.1994) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

END OF B REGISTER

TITLE NUMBER : K745780
C CHARGES REGISTER

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

- 1 (20.12.1994) The land edged and numbered 6 in yellow on the filed plan and other land known as Radnor Park is subject to a perpetual yearly rentcharge of £5 created by a Conveyance dated 30 December 1885 made between (1) The Right Honourable Jacob Earl of Radnor (the Earl) and (2) Mayor Aldermen and Burgesses of the Borough of Folkestone in the County of Kent (Corporation).

The said Deed also contains covenants.

NOTE 1:-By a Deed dated 31 October 1986 made between (1) The Right Honourable Jacob Eighth Earl of Radnor (Eighth Earl) and (2) The District Council of Shepway (Trustee). The land in this title was expressed to be exonerated from this rentcharge and the covenants were expressed to be modified.

-NOTE 2:-Copies of Conveyance and Deed in Certificate. Copies filed under K702427.

- 2 (20.12.1994) By a Conveyance dated 29 August 1889 made between (1) The Right Honourable William Earl of Radnor and others (2) Lord Penzance and Philip Pleydell Bouverie (3) William Earl of Radnor and (4) The Reverend Matthew Woodward and others the land edged and numbered 1 in yellow on the filed plan was conveyed subject as follows:-

"Upon trust to permit the erection by or under the direction of the Committee of the Folkestone Hospital and Dispensary according to plans and elevations to be previously submitted to and approved of by the said William now Earl of Radnor, of a Hospital and other outbuildings thereon to be called "The Victoria Hospital" and to permit the same when erected to be used as such Hospital Infirmary and Dispensary for the benefit of such poor sick and other persons and generally in such manner and for such purposes as The Folkestone Hospital and Dispensary (hereinafter called "the said Institution") or as the said Committee or other body of persons acting by delegation under them shall from time to time direct but subject to such rules regulations and Byelaws as the said Institution or the said Committee shall from time to time frame regard being had to the existing printed rules and regulations of the present institution of which the proposed hospital is intended to form part."

- 3 (20.12.1994) A Conveyance of the land edged and numbered 2 in yellow on the filed plan dated 6 January 1894 made between (1) The Right Honourable William Earl of Radnor and (2) Reverend Matthew Woodward and others contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 (20.12.1994) A Conveyance of the land edged and numbered 7 in yellow on the filed plan dated 20 January 1923 made between (1) The Right Honourable Jacob 6th Earl of Radnor (2) William Henry Perry Leslie and Frank Chaplin and (3) William West Linington (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 (20.12.1994) The land the land edged and numbered 7 in yellow on the filed plan is subject to the following rights reserved by the Conveyance dated 20 January 1923 referred to above:-

"EXCEPTING AND RESERVING nevertheless to the Earl and his successors in title and his and their assigns the free running of water and soil from the adjoining lands of the Earl by and through the channels and drains belonging to the hereditaments hereby assured and free and reasonable liberty of ingress egress and regress to and for the Earl and his

successors in title his and their assigns and his and their stewards or agents with or without workmen and others to enter into and upon the said hereditaments for the purpose of opening laying down and repairing sewers channels and drains for carrying the water and soil from the adjoining lands of the Earl through the said hereditaments hereby assured the Earl and his successors in title his or their assigns nevertheless making reasonable compensation to the Purchaser his heirs or assigns for any damage thereby occasioned to him or them."

6 (20.12.1994) A Conveyance of the land edged and numbered 3 in yellow on the filed plan dated 13 August 1927 made between (1) The Right Honourable William Pleydell Bouverie (Vendor) and (2) Ernest Edward Heron (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

7 (20.12.1994) The land edged and numbered 3 in yellow on the filed plan is subject to the following rights reserved by the Conveyance dated 13 August 1927 referred to above:-

"EXCEPTING AND RESERVING nevertheless to the Vendor in fee simple the free running of water and soil from the adjoining lands of the Vendor by and through the channels and drains belonging to the property hereby assured and free and reasonable liberty of ingress egress and regress to and for the Vendor his stewards or agents with or without workmen and others to enter into and upon the said property for the purpose of opening laying down and repairing sewers channels and drains for carrying the water and soil from the adjoining lands of the Vendor through the said property hereby assured the Vendor nevertheless making reasonable compensation to the Purchaser for any damage thereby occasioned to him."

8 (20.12.1994) A Conveyance of the land edged and numbered 4 in yellow on the filed plan dated 6 December 1928 made between (1) The Right Honourable William Pleydell Bouverie (Vendor) and (2) Rachel Apps (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

9 (20.12.1994) The land edged and numbered 4 in yellow on the filed plan is subject to the following rights reserved by the Conveyance dated 6 December 1928 referred to above:-

"EXCEPTING AND RESERVING nevertheless to the Vendor in fee simple the free running of water and soil from the adjoining lands of the Vendor by and through the channels and drains belonging to the property hereby assured and free and reasonable liberty of ingress egress and regress to and for the Vendor his stewards or agents with or without workmen and others to enter into and upon the said property for the purpose of opening laying down and repairing sewers channels and drains for carrying the water and soil from the adjoining lands of the Vendor through the said property hereby assured the Vendor nevertheless making reasonable compensation to the Purchaser for any damage thereby occasioned to her."

10 (20.12.1994) By a Deed dated 26 February 1937 made between (1) The Right Honourable William Earl of Radnor and (2) George Spurgeon, Leopold George Arthur Collins and George Laurie Mackeson the covenants contained in the Conveyances dated 13 August 1927 and 6 December 1928 referred to above were expressed to be modified.

-NOTE :-Copy in Certificate.

11 (20.12.1994) A Conveyance of the land edged and numbered 5 in yellow on the filed plan dated 26 February 1937 made between (1) The Right Honourable William Seventh Earl of Radnor (Vendor) and (2) George Spurgeon, Leopold George Arthur Collins and George Laurie Mackeson (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

12 (20.12.1994) The land edged and numbered 5 in yellow on the filed plan is subject to the following rights reserved by the Conveyance dated 26 February 1937 referred to above:-

"EXCEPTING AND RESERVING nevertheless to the Vendor in fee simple the free running of water and soil from the adjoining lands of the Vendor by and through the channels and drains belonging to the property hereby assured and free and reasonable liberty of ingress egress and regress to and for the Vendor his stewards or agents with or without workmen and others to enter into and upon the said property for the purpose of opening laying down and repairing sewers channels and drains for carrying the water and soil from the adjoining lands of the Vendor through the said property hereby assured the Vendor nevertheless making reasonable compensation to the Purchasers for any damage thereby occasioned to them."

- 13 (20.12.1994) The part of the land affected thereby is subject to the terms of a Deed dated 4 May 1951 made between (1) The Right Honourable William Seventh Earl of Radnor (2) Lord Radnor Thomas Hume Bischoff and Richard Barclay Popkiss (3) John Austen Heritage and (4) South Eastern Gas Board so far as subsisting and enforceable.

-NOTE :-Copy filed under K290770.

- 14 (20.12.1994) A Conveyance of the land edged and numbered 6 in yellow on the filed plan dated 31 October 1986 made between (1) District Council of Shepway (Trustee) and (2) The Secretary of State for Social Services (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 15 (28.11.1995) 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.

TITLE NUMBER : K745780
SCHEDULE OF RESTRICTIVE COVENANTS

- 1 The following are details of the covenants contained in the Conveyance dated 6 January 1894 referred to in the Charges Register:-

"The Conveyance hereinbefore expressed is made upon the following conditions which the Trustees do hereby covenant with the Earl to observe and perform that is to say:-

1. THAT the said piece of land hereby conveyed shall forthwith (to the approval of the surveyors for the time being of the Earl) be properly laid out and planted and thereafter maintained as a garden and grounds for the said Hospital and shall be neatly fenced and planted round with a belt of trees and shrubs to the like approval

2. THAT the said piece of land shall not (except as regards the mortuary and laundry hereinafter referred to) be used for any other purpose than as garden and grounds in connection with the said Hospital

3. THAT the building at present standing on the said piece of land and used as a mortuary shall from and after the Twenty-Fourth day of June one thousand eight hundred and ninety-four cease to be used as such and further that if at any time during the ten years immediately succeeding the said Twenty-Fourth day of June one thousand eight hundred and ninety-four the Earl shall require the removal of the said building then and in that case the same shall at the cost of the Trustees forthwith be pulled down and re-erected on the spot indicated by a red cross on the said plan

4. THAT no other building shall be erected on the said piece of land without the previous license in writing of the Earl except a building to be used as a laundry for the said Hospital which building shall be erected by the Trustees in such position and in accordance with such plans as shall be previously submitted to and approved by the surveyors aforesaid and shall be constructed with a "modified" chimney such as

shall not cause any nuisance to the Earl or to the tenant or tenants of the Earl

5. THAT the Trustees will not do or permit to be done in or upon the said piece of land or any part thereof anything whatsoever which shall be a nuisance disturbance damage or injury to the Earl or to the tenant or tenants of the Earl

6. THAT if the said piece of land and premises hereby conveyed or any part thereof shall at any time hereafter cease to be used for the purposes for which the same are hereinbefore conveyed then the Trustees will forthwith re-convey the said piece of land and premises or such part thereof as shall so cease to be used as aforesaid to the person or persons who under the uses or limitations of the said Will of the said Jacob Earl of Radnor would then have been entitled thereto if these presents had not been executed

7. THAT in case of the breach of any of the foregoing provisions it shall be lawful for such person or persons as last aforesaid or any person or persons duly authorised by them in that behalf into or upon the said piece of land and premises hereby conveyed or any part thereof in the name of the whole to re-enter and the same peaceably to hold and enjoy thenceforth as if these presents had not been executed."

NOTE :-The red cross is shown by the letter X in blue on the filed plan.

2 The following are details of the covenants contained in the Conveyance dated 20 January 1923 referred to in the Charges Register:-

"The Purchaser for himself his heirs and assigns and with intent to bind the hereditaments hereby assured and every part thereof into whosoever hands the same may come but not to make himself his heirs or assigns personally liable in damages for any breach of the covenant after he or they shall have parted with all interest in the said hereditaments or in the part thereof in respect of which such breach shall have been committed (as the case may be) doth hereby covenant with the Earl and his successors in title his or their assigns as owner or owners for the time being of the Earl's Folkestone Estate for the observance and performance in respect of the hereditaments hereby assured of the restrictive covenants contained in the Third Schedule hereunder written.

THE THIRD SCHEDULE ABOVE REFERRED TO

RESTRICTIVE COVENANTS BY THE PURCHASER

1. Not to make any alteration in the exterior of the hereditaments hereby assured and not to erect or put on the said hereditaments any building or erection other than the said dwelling house and buildings now erected thereon unless with the previous consent in each case of the Earl or his successors in title his or their assigns.

2. Not to carry on or suffer to be carried on any trade business or manufacture upon the hereditaments hereby assured or any house or building thereon or use the same or suffer the same to be used as or for an Asylum Dispensary or other similar institution or otherwise than as a private dwelling-house only.

3. Not to do or neglect to do or suffer to be done or neglected to be done in or upon any part of the hereditaments hereby assured or any house or other building thereon anything which or they neglect to do which shall be or become a nuisance disturbance annoyance damage or injury to the Earl or his successors in title his or their assigns lessees or tenants owners lessees or tenants of any of the land or premises known as the Folkestone Estate or which shall deteriorate or tend to deteriorate the value of such Estate or any part thereof

4. Not to allow clothes to be hung out to dry upon any part of the hereditaments hereby assured.

5. Not to excavate for sand chalk gravel clay or any substance or materials of any kind whatsoever upon the hereditaments hereby assured except for building thereon and not to make any such excavation so as in any manner to affect the foundations of the buildings or walls built or to be built on any adjoining land.

6. That the Earl and his successors in title his and their assigns owner or owners for the time being of the Folkestone Estate shall be at liberty at any time to waive alter or modify any of the foregoing stipulations in respect of any parts of the Folkestone Estate.

7. In order that the foregoing covenants may run with the land and bind the hereditaments hereby assured into whosoever hands the same or any part thereof shall come for the benefit of the persons entitled respectively to the benefit thereof Upon every conveyance lease (other than a lease not exceeding 21 years at a rack rent) or other assurance of the said hereditaments or any part thereof to give to the purchaser lessee or grantee (as the case may be) express notice of the said covenants and to cause a recital or memorandum thereof to be inserted in or endorsed upon every such conveyance lease or assurance."

3 The following are details of the covenants contained in the Conveyance dated 13 August 1927 referred to in the Charges Register:-

"The Purchaser for the benefit of the Vendor's Estate at Folkestone aforesaid (hereinafter called "the Folkestone Estate") and with intent to bind the property hereby assured and every part thereof into whosoever hands the same may come but not to make himself personally liable in damages for any breach of the covenant after he shall have parted with all interest in the said property or in the part thereof in respect of which such breach shall have been committed (as the case may be) hereby covenants with the Vendor as owner for the time being of the Folkestone Estate for the observance and performance in respect of the property hereby assured of the restrictive covenants and stipulations contained in the Third Schedule hereunder written.

THE THIRD SCHEDULE above referred to.

Restrictive Covenants and Stipulations by the Purchaser.

1. NOT to make or permit to be made any alteration in the exterior of the property hereby assured and not to erect or put or permit to be erected or put on the said property any building or erection other than the said dwellinghouse and buildings now erected thereon unless with the previous consent in each case of the Vendor owner for the time being of the unsold part of the Folkestone Estate.

2. NOT to carry on or permit to be carried on any trade business or manufacture upon the property hereby assured or any house or building thereon or use the same or permit the same to be used as or for an asylum dispensary or other similar institution or otherwise than as a private dwellinghouse only.

3. NOT to do or neglect to do or permit to be done or neglected to be done in or upon any part of the property hereby assured or any house or other building thereon anything which or they neglect to do which shall be or become a nuisance disturbance annoyance damage or injury to the Vendor his lessees or tenants owner lessees or tenants of any part of the Folkestone Estate or which shall deteriorate or tend to deteriorate the value of such Estate or any part thereof.

4. NOT to allow clothes to be hung out to dry upon any part of the property hereby assured.

5. NOT to excavate or permit the excavation for sand chalk gravel clay or any substance or materials of any kind whatsoever upon the property hereby assured except for building thereon and not to make or permit to be made any such excavation so as in any manner to affect the foundations of the buildings or walls built or to be built on any adjoining land.

6. FAILING the intended merger of the said lease to which the property is subject not to waive alter or modify any of the restrictive covenants contained therein but at all times to enforce observance of the same.

7. THAT the Vendor owner for the time being of the unsold part of the Folkestone Estate shall be at liberty at any time to waive alter or modify any of the foregoing stipulations in respect of any parts of the Folkestone Estate."

4 The following are details of the covenants contained in the Conveyance dated 6 December 1928 referred to in the Charges Register:-

"The Purchaser for the benefit of the Vendor's Estate at Folkestone aforesaid (hereinafter called "the Folkestone Estate") and with intent to bind the property hereby assured and every part thereof into whosoever hands the same may come but not to make herself personally liable in damages for any breach of the covenant after she shall have parted with all interest in the said property or in the part thereof in respect of which such breach shall have been committed (as the case may be) hereby covenants with the Vendor as owner for the time being of the Folkestone Estate for the observance and performance in respect of the property hereby assured of the restrictive covenants and stipulations contained in the Third Schedule hereunder written.

THE THIRD SCHEDULE above referred to.

Restrictive Covenants and Stipulations by the Purchaser.

1. NOT to make or permit to be made any alteration in the exterior of the property hereby assured and not to erect or put or permit to be erected or put on the said property any building or erection other than the said dwellinghouse and buildings now erected thereon unless with the previous consent in each case of the Vendor owner for the time being of the unsold part of the Folkestone Estate.

2. NOT to carry on or permit to be carried on any trade business or manufacture upon the property hereby assured or any house or building thereon or use the same or permit the same to be used as or for an asylum dispensary or other similar institution or otherwise than as a private dwellinghouse only.

3. NOT to do or neglect to do or permit to be done or neglected to be done in or upon any part of the property hereby assured or any house or other building thereon anything which or the neglect to do which shall be or become a nuisance disturbance annoyance damage or injury to the Vendor his lessees or tenants owner lessees or tenants of any part of the Folkestone Estate or which shall deteriorate or tend to deteriorate the value of such Estate or any part thereof.

4. NOT to allow clothes to be hung out to dry upon any part of the property hereby assured.

5. NOT to excavate or permit the excavation for sand chalk gravel clay or any substance or materials of any kind whatsoever upon the property hereby assured except for building thereon and not to make or permit to be made any such excavation so as in any manner to affect the foundations of the buildings or walls built or to be built on any adjoining land.

6. THAT the Vendor owner for the time being of the unsold part of the Folkestone Estate shall be at liberty at any time to waive alter or modify any of the foregoing stipulations in respect of any parts of the Folkestone Estate."

5 The following are details of the covenants contained in the Conveyance dated 26 February 1937 referred to in the Charges Register:-

"The Purchasers for the benefit of the Vendor's Estate at Folkestone aforesaid (hereinafter called "the Folkestone Estate") and with intent to

bind the property hereby assured and every part thereof into whosoever hands the same may come but not to make themselves personally liable in damages for any breach of the covenant after they shall have parted with all interest in the said property or in the part thereof in respect of which such breach shall have been committed (as the case may be) hereby jointly and severally covenant with the Vendor as owner for the time being of the Folkestone Estate for the observance and performance in respect of the property hereby assured of the restrictive covenants and stipulations contained in the Third Schedule hereunder written.

THE THIRD SCHEDULE above referred to:-

Restrictive Covenants and Stipulations by the
Purchaser.

1. Not to erect or put or permit to be erected or put on the said property any building or erection other than the said dwellinghouses and buildings now erected thereon. Except that the Purchasers shall be at liberty at any time to demolish the said dwellinghouses and buildings and erect in part on the said property a building for use as an extension of the Royal Victoria Hospital such building to be erected in accordance with plans to be previously submitted to and approved by the Vendor and of which tracings on linen shall be supplied to the Vendor and thereafter not to make or permit to be made any alteration in the exterior of the property nor erect any further building thereon unless with the previous consent in each case of the Vendor owner for the time being of the unsold part of the Folkestone Estate

2. Not to carry on or permit to be carried on any trade business or manufacture upon the property hereby assured or any house or building thereon or use the same or permit the same to be used as or for an asylum dispensary or other similar institution or otherwise than as private dwellinghouses only excepting that after the said dwellinghouses and buildings have been demolished and the extension of the Royal Victoria Hospital has been built in accordance with the terms of the last preceding clause the Purchasers shall be at liberty to use the property as part of a general hospital.

3. Not to do or neglect to do or permit to be done or neglected to be done in or upon any part of the property hereby assured or any house or other building thereon anything which or they neglect to do which shall be or become a nuisance disturbance annoyance damage or injury to the Vendor his lessees or tenants owner lessees or tenants of any part of the Folkestone Estate or which shall deteriorate or tend to deteriorate the value of such Estate or any part thereof Provided however that nothing in this paragraph contained shall be deemed to limit the rights conferred by Paragraph 2 hereof and in particular during the period between demolition of the existing buildings on the property and the building of the Hospital extension not to allow the property to become in an untidy state or condition nor allow any hoardings or advertisements to be erected or placed on the property.

4. Not to allow clothes to be hung out to dry upon any part of the property hereby assured.

5. Not to excavate or permit the excavation for sand chalk gravel clay or any substance or materials of any kind whatsoever upon the property hereby assured except for building thereon and not to make or permit to be made any such excavation so as in any manner to affect the foundations of the buildings or walls built or to be built on any adjoining land.

6. Failing the intended merger of the said Leases to which the property is subject not to waive alter or modify any of the restrictive covenants contained therein but at all times to enforce observance of the same in manner consistent with the covenants by the Purchasers contained herein.

7. That the Vendor owner for the time being of the unsold part of the Folkestone Estate shall be at liberty at any time to waive alter or modify any of the foregoing stipulations in respect of any parts of the

Folkestone Estate."

6 The following are details of the covenants contained in the Conveyance dated 31 October 1986 referred to in the Charges Register:-

"THE Purchaser so as to bind so far as may be the land hereby conveyed into whosoever hands the same may come and so that this covenant shall be for the benefit and protection of Radnor Park Folkestone in the County of Kent or any part or parts thereof hereby covenants with the Trustee that the Purchaser and those deriving title under him will at all times hereafter observe and perform the restrictions and stipulations following but so that neither the Purchaser nor those deriving title under him shall be personally liable for a breach of such of the said stipulations and obligations as are restrictive which may occur on or in respect of the land hereby conveyed or any part or parts thereof after he or they shall have parted with all interest therein:-

(1) within six months from the date hereof at his own expense and in a proper and workmanlike manner and to the satisfaction in all respects of the Surveyor for the time being of the Trustee to erect and make and for ever thereafter maintain and keep in good repair a substantial boundary fence along the entire length of the northern and westward sides of the land hereby conveyed

(2) not to erect any building other than a hospital building as an extension to the adjoining Royal Victoria Hospital Folkestone in the County of Kent upon the land hereby conveyed or any part thereof."

TITLE NUMBER : K745780
SCHEDULE OF NOTICES OF LEASES

1	28.11.1995 edged and numbered 1 in brown	6 Radnor Park Avenue	27.6.1995 40 years from 1 April 1994	K757027
2	28.11.1995 edged and numbered 2 in brown	2 and 4 Radnor Park Avenue	27.6.1995 40 years from 1 April 1994	K757028
3	28.11.1995 edged and numbered 3 in brown	Speech Therapy Clinic, Royal Victoria Hospital	27.6.1995 40 years from 1 April 1994	K757029
4	28.11.1995 edged and numbered 5 and 6 in brown	Wheelchair Clinic, Royal Victoria Hospital	27.6.1995 40 years from 1 April 1994	K757032
5	28.11.1995 edged and numbered 7 in brown	Day Unit, Royal Victoria Hospital	27.6.1995 40 years from 1 April 1994	K757034

END OF REGISTER

NOTE 1: The date at the beginning of an entry is the date on which the entry was made in the Register.

NOTE 2: Symbols included in register entries do not form part of the register and are used by Land Registry for internal purposes only.

