



# Ministry of Defence

Secretariat  
Defence Infrastructure Organisation  
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Sutton Coldfield  
B75 7RL

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[www.gov.uk/DIO](http://www.gov.uk/DIO)

24 May 2018

Ref. FOI 2018/06142

Dear [REDACTED]

Thank you for your email of 26 April 2018 requesting the following information:

*"I cannot accept you have no record. I attach copies of what the Land Registry DO hold, and it shows clearly the transaction. Please refer to it and respond.....we urgently need a copy of the OUTLINE of the plot sold to Movefathom in its entirety.....the 27 houses are individually registered, the 5 new houses that we built are individually registered, but the area at the top left hand corner of the was not. We need confirmation that the outline I show around the ENTIRE plot is in fact, what you sold to Movefathom in 1988."*

I am treating your correspondence as a request for information under the Freedom of Information Act 2000 (FOIA).

A further search for the information has now been completed within the Ministry of Defence (MOD) and I can confirm that the information in scope of your request is held.

The information you have requested can be found enclosed at annex A and B, but some of the information falls entirely within the scope of the absolute exemptions provided for at Section 40 (Personal Data) of the FOIA and has been redacted.

Section 40(2) has been applied to some of the information in order to protect personal information as governed by the Data Protection Act 1998. Section 40 is an absolute exemption and there is therefore no requirement to consider the public interest in making a decision to withhold the information.

If you have any queries regarding the content of this letter, please contact this office in the first instance.

If you wish to complain about the handling of your request, or the content of this response, you can request an independent internal review by contacting the Information Rights Compliance team, Ground Floor, MOD Main Building, Whitehall, SW1A 2HB (e-mail [CIO-FOI-IR@mod.gov.uk](mailto:CIO-FOI-IR@mod.gov.uk)). Please note that any request for an internal review should be made in writing within 40 working days of the date of this response.

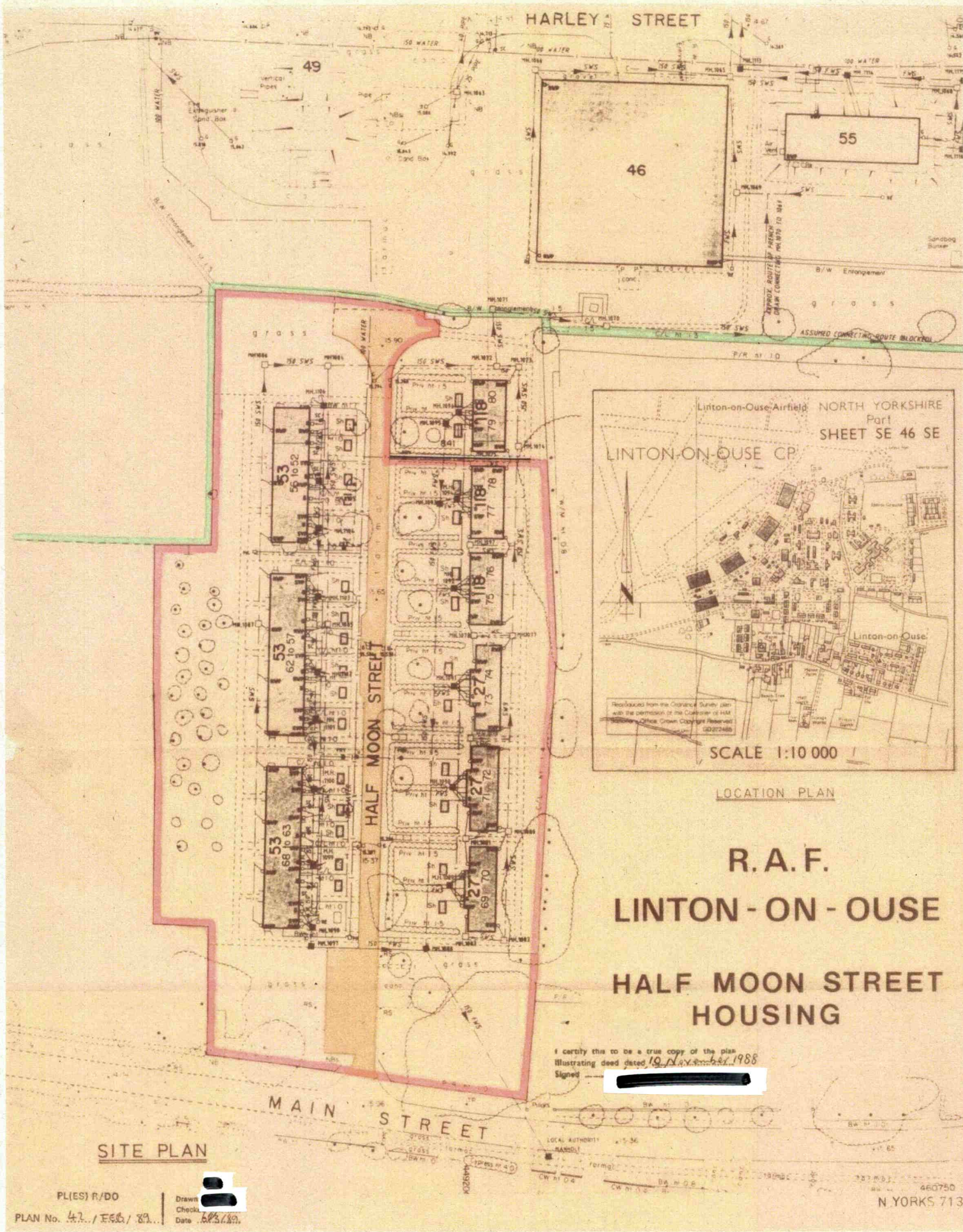
If you remain dissatisfied following an internal review, you may raise your complaint directly to the Information Commissioner under the provisions of Section 50 of the Freedom of Information Act.

Please note that the Information Commissioner will not normally investigate your case until the MOD internal review process has been completed. The Information Commissioner can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Further details of the role and powers of the Information Commissioner can be found on the Commissioner's website at <https://ico.org.uk/>.

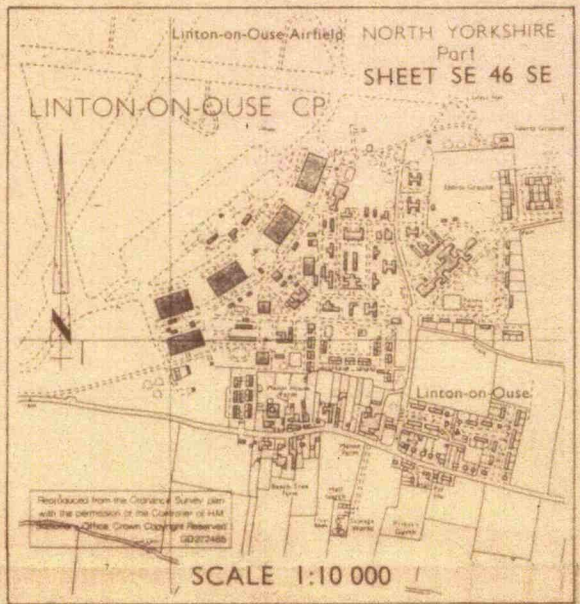
Yours sincerely,

DIO Secretariat





**SITE PLAN**



**SCALE 1:10 000**

**LOCATION PLAN**

# R.A.F. LINTON - ON - OUSE HALF MOON STREET HOUSING

I certify this to be a true copy of the plan  
Illustrating deed dated 10 November 1988  
Signed \_\_\_\_\_



MEMORANDUM that by a conveyance dated the 10th day of November 1988 and made between Movefathom Limited (1) and Sydney Villa Self Build Housing Association Limited (2) land and buildings shown edged red and coloured Yellow on the attached plan being part of the property comprised in the within written deed and known as 52-78 (inclusive) half Moon Street were conveyed to the said Sydney Villa Self Build Housing Association Limited in fee simple on the terms contained therein.

C33AAH  
(fr.D92AAK)  
L/4 CRI  
Nov'88

DATED 10th November 1988

SECRETARY OF STATE FOR DEFENCE

- to -

MOVEFATHOM LIMITED

---

Duplicate/

C O N V E Y A N C E

- of -

freehold properties known as  
52-78 (inclusive) Half Moon  
Street Linton on Ouse York

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T.S. Ref: C/D/87/1109/CRI  
File Ref: 2 CAT22/152



50P  
CROSS  
8/2  
NORTH YORKSHIRE 9651 ORIGINAL SIGNED

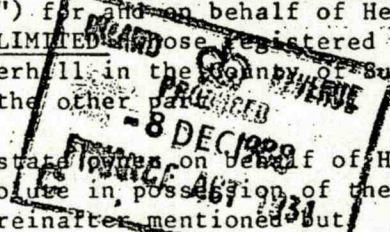
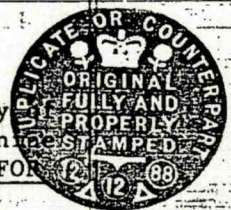
25P

THIS CONVEYANCE is made the Tenth day of November One thousand nine hundred and eighty-eight BETWEEN the SECRETARY OF STATE FOR DEFENCE (hereinafter called "the Vendor") for and on behalf of Her Majesty of the one part and MOVEFATHOM LIMITED whose registered office is situate at 95 High Street Haverhill in the County of Suffolk (hereinafter called "the Purchaser") of the other part.

WHEREAS the Vendor is the estate owner on behalf of Her Majesty in respect of the fee simple absolute in possession of the properties hereby conveyed subject as hereinafter mentioned but otherwise free from incumbrances and has in exercise of his statutory and other powers agreed with the Purchaser for the sale to him of the said property except and subject as hereinafter mentioned for the sum of Seven hundred and three thousand pounds (£703,000.00)

NOW in pursuance of the said agreement and in consideration of the sum of SEVEN HUNDRED AND THREE THOUSAND POUNDS (£703,000.00) paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledges) THIS CONVEYANCE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

1. THE Vendor as trustee in exercise of all powers him hereunto enabling hereby conveys unto the Purchaser ALL THOSE properties described in the First Schedule hereto TOGETHER WITH the rights set out in the Second Schedule hereto AND TOGETHER WITH the benefit of the covenant and agreement and declaration at Clauses 3(iii) and 4 respectively contained in a Conveyance dated the Fifteenth day of July One thousand nine hundred and eighty-seven made between the Vendor of the one part and The Master and Fellows of the College of the Great Hall of the University commonly called University College in the University of Oxford of the other part so far as the same relate to the properties hereby conveyed and are still subsisting and capable of being enforced RESERVING in fee simple out of this Conveyance for the benefit of so much of the adjoining or neighbouring land of the Vendor known as RAF Linton on Ouse and numbers 79 and 80 Half Moon Street Linton on Ouse York as is shown edged green and coloured blue on the plan (hereinafter called "the retained land") and the estate owner or owners for the time being of the retained land and the occupiers thereof the rights set out in the Third Schedule hereto TO HOLD the same unto the Purchaser in fee simple SUBJECT TO but with the benefit of (as the case may be) the provisions covenants conditions and agreements and declarations contained in a Surrender and Lease dated the Twenty-ninth day of November One thousand nine hundred and seventy-six made between the Vendor of the one part and The North Eastern Electricity Board of the other part and SUBJECT to the covenants on the part of the Vendor's predecessor in office contained in two Conveyances dated the Eleventh day of February One thousand nine hundred and thirty-eight and the Eleventh day of December One thousand nine hundred and thirty-nine both made between The Master and Fellows of the College of the Great Hall of the University commonly called University College in the University of Oxford of the one part and the Secretary of State for Air of the other part so far as the same affect or relate to the properties hereby conveyed and are still subsisting and capable of being exercised or enforced





2. THE Purchaser hereby covenants with the Vendor to the intent that the burden of this covenant may run with and bind the properties hereby conveyed and every part or parts thereof into whosoever hands the same may come and to the intent that the benefit thereof may be annexed to and run with the retained land and each and every part or parts thereof as follows:-

(a) that neither the properties hereby conveyed nor any part or parts thereof shall be used for any noisy noxious or offensive trade or business or for any purpose which may be or become a nuisance damage or annoyance to the Vendor or other the owners or occupiers for the time being of the retained land or any part or parts thereof

(b) that no motor or other vehicle of whatsoever nature shall be left or parked or be permitted to be left or parked on the roadway known as Half Moon Street as shown coloured brown on the plan or any new roadway constructed by the Purchaser in place thereof so as to obstruct the same or interfere with the use thereof by the Vendor and his successors in title to and the occupiers of that part of the retained land comprising numbers 79 and 80 Half Moon Street and any other persons so entitled at all times

3. THE Purchaser hereby further covenants with the Vendor to the intent that the benefit of this covenant may be annexed to and run with the retained land and each and every part or parts thereof as follows:-

(a) to maintain in good and secure repair and condition to the satisfaction of the Vendor or his successors in title the existing post and wire mesh fence on those boundaries of the properties hereby conveyed which are indicated on the plan by 'T' marks within the red edging

(b) to maintain in good repair and condition to the satisfaction of the Vendor or his successors in title to and the occupiers of that part of the retained land comprising numbers 79 and 80 Half Moon Street the roadway known as Half Moon Street as shown coloured brown on the plan

(c) to maintain in a neat and tidy condition to the satisfaction of the Vendor or his successors in title those parts of the properties hereby conveyed which consist of open grassed areas until such time as the Purchaser may erect thereon any houses in accordance with permission that may be granted by the Planning Authority

(d) that the Purchaser shall within a period of three months from the date hereof obtain the connection of the street lighting system serving the roadway known as Half Moon Street as shown coloured brown on the plan to the public mains electricity supply by means of a new supply cable and any necessary apparatus as may need to be laid or provided by and at the expense of the Purchaser PROVIDED ALWAYS that the Vendor and his successors in title to the retained land shall forthwith following the date hereof disconnect such street lighting system from the existing electricity supply



and the costs of all works of disconnection shall be payable by the Purchaser on demand and PROVIDED FURTHER that the laying and provision of the new supply cable and any necessary apparatus shall (i) be to the satisfaction of the Vendor and his successors in title to the retained land (ii) not to be laid or placed in under or over the retained land and (iii) be in accordance with the regulations and specifications of and undertaken in accordance with plans and proposals previously submitted to and agreed by the North Eastern Electricity Board

- (e) that the Purchaser or his successors in title to the properties hereby conveyed shall within a period of three months from the date hereof obtain a new supply of water to the properties hereby conveyed and that part of the retained land comprising numbers 79 and 80 Half Moon Street for all domestic purposes connected with the use and enjoyment thereof and not for any other purposes whatsoever by means of a new water main with all necessary service pipes and stopcocks to be laid and constructed by and at the expense of the Purchaser or his successors in title to the properties hereby conveyed in on or under the properties hereby conveyed and that part of the retained land comprising numbers 79 and 80 Half Moon Street and which new water main is to be connected to the public supply main in Main Street Linton on Ouse PROVIDED ALWAYS that the Vendor and his successors in title to the retained land shall forthwith following the date hereof discontinue and seal off the existing water supply to the properties hereby conveyed and that part of the retained land comprising 79 and 80 Half Moon Street and the costs of all works of disconnection shall be payable by the Purchaser or his successors in title to the properties hereby conveyed on demand PROVIDED FURTHER that the laying and construction of the new water main all necessary service pipes and stopcocks and any works connected therewith shall be to the satisfaction of the Vendor and his successors in title to the retained land in accordance with plans and specifications previously submitted to and approved in writing by them and also in accordance with the regulations of the Yorkshire Water Authority PROVIDED FURTHER that the Purchaser or his successors in title to the properties hereby conveyed shall be responsible for all charges arising in connection with the adoption of the new water main and any works connected therewith AND PROVIDED FURTHER that the Vendor and his successors in title to the retained land shall grant to the Purchaser and his successors in title to the properties hereby conveyed licence and authority to enter upon that part of the retained land comprising number 79 and 80 Half Moon Street in order that the necessary works of construction may be carried out on such dates and at such times and in such manner as shall be mutually agreed upon

- (f) in the event of the Purchaser or his successors in title to the properties hereby conveyed wishing to bring the roadway known as Half Moon Street shown coloured brown on the plan and forming part of the properties hereby conveyed and serving the properties hereby conveyed and that part of the retained land comprising numbers 79 and 80 Half Moon Street up to the standards of the Local Highway Authority for adoption and maintenance at public expense within a period of three years from the date hereof then



the Purchaser or his successors in title to the properties hereby conveyed shall at his or their expense carry out all necessary works of construction for the upgrading of the roadway as aforesaid to serve the properties hereby conveyed and that part of the retained land comprising numbers 79 and 80 Half Moon Street PROVIDED ALWAYS that the works of construction shall be in accordance with plans and specifications previously submitted to and approved by the Local Highway Authority and to the standards of the Local Highway Authority and the Purchaser or his successors in title to the properties hereby conveyed shall enter into all necessary agreements with and any necessary performance bond required by the Local Highway Authority for the required purpose AND PROVIDED FURTHER that the Purchaser or his successors in title to the properties hereby conveyed shall be responsible for all charges arising in connection with the adoption of the said roadway

- (g) in the event of an alternative means for the disposal of stormwater from the properties hereby conveyed (including the roadway known as Half Moon Street shown coloured brown on the plan) and that part of the retained land comprising numbers 79 and 80 Half Moon Street to the existing means of disposal to the RAF Linton-on-Ouse drainage system becoming available then the Purchaser or his successors in title to the properties hereby conveyed shall within a period of three months from the date thereof undertake at his or their expense such works as shall be necessary to lay and construct such drain or drains and any necessary works in connection therewith in order to connect the surface water drains in and under the properties hereby conveyed and that part of the retained land comprising numbers 79 and 80 Half Moon Street to the alternative outfall and if necessary to lay and construct a new surface water drainage system in and under the properties hereby conveyed and that part of the retained land comprising numbers 79 and 80 Half Moon Street and shall procure such easement rights as may be necessary to facilitate such connection for the benefit of the properties hereby conveyed and that part of the retained land comprising numbers 79 and 80 Half Moon Street PROVIDED ALWAYS that the Vendor and his successors in title to the retained land shall after the expiration of the said period of three months discontinue and seal off the existing surface water drain connecting the surface water drains in and under the properties hereby conveyed and that part of the retained land comprising numbers 79 and 80 Half Moon Street to the RAF Linton on Ouse drainage system and the costs of all works of disconnection shall be payable by the Purchaser or his successors in title to the properties hereby conveyed on demand PROVIDED FURTHER that the laying and construction of such drain or drains and any necessary works in connection therewith as aforesaid and if necessary the new drainage system as aforesaid shall be to the satisfaction of the Vendor and his successors in title to that part of the retained land comprising numbers 79 and 80 Half Moon Street in accordance with plans and specifications previously submitted to and approved in writing by them and also in accordance with the regulations of the Yorkshire Water Authority PROVIDED FURTHER that the Purchaser or his successors in title to the property hereby conveyed shall be responsible for all charges



arising in connection with the adoption of such drain or drains and any necessary works in connection therewith as aforesaid AND PROVIDED FURTHER that the Vendor and his successors in title to that part of the retained land comprising numbers 79 and 80 Half Moon Street shall grant to the Purchaser or his successors in title to the properties hereby conveyed such licence and authority as shall be necessary to enable the necessary works of construction to be carried out on such dates and at such times and in such manner as shall be mutually agreed upon

- (h) in the event of the Purchaser or his successors in title to the properties hereby conveyed deciding to bring the foul drainage system in and under the properties hereby conveyed and that part of the retained land comprising numbers 79 and 80 Half Moon Street up to the standards of the Yorkshire Water Authority for adoption and maintenance at public expense then the Purchaser or his successors in title to the properties hereby conveyed shall at his or their expense carry out all necessary works of construction for the renewal of the said foul drainage system and the connection thereto of the properties hereby conveyed and that part of the retained land comprising numbers 79 and 80 Half Moon Street and the connection of the said drainage system to the public sewer in Main Street PROVIDED ALWAYS that the works of construction of the new drainage system shall be to the satisfaction of the Vendor and his successors in title to that part of the retained land comprising numbers 79 and 80 Half Moon Street in accordance with plans and specifications previously submitted to and approved in writing by them and also in accordance with the regulations of the Yorkshire Water Authority PROVIDED FURTHER that the Purchaser or his successors in title to the properties hereby conveyed shall be responsible for all charges arising in connection with the adoption of the said foul drainage system AND PROVIDED FURTHER that the Vendor and his successors in title to that part of the retained land comprising numbers 79 and 80 Half Moon Street shall grant to the Purchaser or his successors in title to the properties hereby conveyed such licence and authority as shall be necessary to enable the necessary works of construction to be carried out on such dates and at such times and in such manner as shall be mutually agreed upon

4. THE Vendor hereby covenants with the Purchaser and his successors in title to the properties hereby conveyed that in the event of the Purchaser or his successors in title to the properties hereby conveyed proceeding in accordance with the covenant on his or their part at Clause 3(f) hereinbefore contained within a period of three years from the date hereof and it is found that the works of construction will necessitate the widening of the roadway therein referred to include parts of the curtilages of that part of the retained land comprising numbers 79 and 80 Half Moon Street then the Vendor will convey to the Purchaser or his successors in title to the properties hereby conveyed such parts of the said curtilage to a width not exceeding 3.5 metres measured from the boundaries of the properties fronting the said roadway at such sum as shall be agreed upon as representing the fair and reasonable market value thereof and SUBJECT to the Purchaser or his successors in title to the properties hereby conveyed



- (i) erecting a new fence and/or planting a new hedge of such type or nature as shall be required by the Vendor along the new roadway boundary
- (ii) making good all damage that may be caused to that part of the retained land comprising numbers 79 and 80 Half Moon Street and
- (iii) being responsible for the Vendor's reasonable legal and surveyors charges and any appropriate VAT arising thereon

AND SUBJECT to the provisions and conditions of this Conveyance and the Conditions of Sale of the prior contract for sale entered into between the parties but only so far as they may be applicable to such further sale

5. THE Purchaser hereby further covenants with the Vendor with the object and intent of affording to the Vendor and his successors in office a full and sufficient indemnity but not further or otherwise that he the Purchaser will at all times hereafter duly observe and perform the covenants on the part of the Vendor's predecessor in office contained in the said Conveyances dated the Eleventh day of February One thousand nine hundred and thirty-eight and the Eleventh day of December One thousand nine hundred and thirty-nine subject to which the properties hereby conveyed are expressed to be so conveyed so far as the same relate to the properties hereby conveyed and are now subsisting and capable of being enforced and will at all times keep the Vendor and his successors in office effectually indemnified from and against all actions proceedings costs charges claims and demands whatsoever in respect thereof

6. IT is hereby agreed and declared as follows:-

(a) This Conveyance shall not include or confer in favour of the Purchaser any easement liberty or privilege over or in respect of the retained land or any part or parts thereof except such easements as are hereby expressly granted

(b) Notwithstanding anything in this Conveyance hereinbefore contained the Vendor or other the owner or owners for the time being of the retained land or any part thereof shall be at liberty to erect such buildings or erections on any part of the retained land and to alter or add to or use the same or any existing buildings or erections on the retained land in such manner as he or they think fit notwithstanding that the access and use of light and air now or at any time hereafter enjoyed by the Purchaser or his successors in title from and over the retained land may be thereby obstructed diminished or destroyed and any such access and use of light and air as aforesaid shall notwithstanding this Conveyance be deemed henceforth to be enjoyed by the Purchaser and his successors in title with the consent of the owner or owners of the retained land subject to the provisions of this Clause and not otherwise

(c) In this Conveyance where the context so admits the masculine gender shall include the feminine gender the single number shall include the plural number and vice versa and where there are two or



more persons included in the expression "the Purchaser" the covenants expressed to be made by the Purchaser shall be deemed to be made by such persons jointly and severally

7. THAT the plan annexed hereto as more particularly referred to in the First Schedule hereto is elsewhere referred to in this Conveyance as "the plan" and it is hereby expressly declared that all parts of the properties hereby conveyed and all parts of the retained land are delineated and coloured on the plan for the purposes of identification only
8. THE Vendor hereby acknowledges the right of the Purchaser to production of the documents specified in the Third Schedule hereto (the possession of which is retained by the Vendor) and to delivery of copies thereof

IN WITNESS whereof the Corporate Seal of the Vendor has been hereunto affixed and the Purchaser has caused its Common Seal to be hereunto affixed the day and year first before written

#### THE FIRST SCHEDULE

ALL THAT piece of land containing 2.47 acres or thereabouts situate at Linton-on-Ouse in the County of North Yorkshire which for the purposes of identification only is delineated and edged red and coloured yellow on the plan annexed hereto TOGETHER with the dwellinghouses and outbuildings erected thereon or on some part or parts thereof known as numbers 52-78 (inclusive) Half Moon Street Linton on Ouse aforesaid

#### THE SECOND SCHEDULE

##### Rights granted to the Purchaser

- (a) The right to use (in common with the Vendor his successors in title and any other persons so entitled) the cables wires pipes and surface water and foul drains now or within a period of 80 years from the date hereof in over or under that part of the retained land comprising numbers 79 and 80 Half Moon Street for the free passage of electricity gas and stormwater to and from the properties hereby conveyed (including the roadway known as Half Moon Street shown coloured brown on the plan) subject to the Purchaser his successors in title and any other persons using the same paying a fair proportion according to user of the cost of repairing maintaining and renewing any cables wires pipes and surface water and foul drains that are not maintainable at public expense and subject to the covenants on the part of the Purchaser hereinbefore contained so far as applicable thereto TOGETHER with all appropriate easements rights and privileges for repairing maintaining and renewing the same
- (b) A right of way on foot for the Purchaser and his successors in title to and the occupiers of that property comprising 78 Half Moon Street forming part of the properties hereby conveyed (in



common with the Vendor and his successors in title to and the occupiers of that part of the retained land comprising number 79 Half Moon Street) for all domestic purposes connected with the user of number 78 Half Moon Street over that part of the pathway shown coloured blue on the plan forming part of Number 79 Half Moon Street subject to the Purchaser and his successors in title to and occupiers of number 78 Half Moon Street paying one half of the cost for the repair maintenance and renewal of the same

#### THE THIRD SCHEDULE

##### Rights reserved to the Vendor

- (a) The right to use (in common with the Purchaser his successors in title and any other persons so entitled) the cables wires pipes and surface water and foul drains now or within a period of 80 years from the date hereof in over or under the properties hereby conveyed for the free passage of electricity gas water and soil to and from that part of the retained land comprising numbers 79 and 80 Half Moon Street subject to the Vendor and his successors in title to numbers 79 and 80 Half Moon Street and any other persons using the same paying a fair proportion according to user of the cost of repairing maintaining and renewing any cables wires pipes and surface water and foul drains that are not maintainable at public expense but excluding any charges arising in connection with the adoption of any new water main surface water drains and/or foul drains laid out and constructed by the Purchaser or his successors in title to the properties hereby conveyed in accordance with the covenants on the part of the Purchaser hereinbefore contained so far as applicable thereto Together with all appropriate easements rights and privileges for repairing maintaining and renewing the same
- (b) A right of way with or without vehicles for the Vendor and his successors in title to and the occupiers of that part of the retained land comprising numbers 79 and 80 Half Moon Street and any other persons so entitled (in common with the Purchaser and his successors in title and any other persons so entitled) over the roadway known as Half Moon Street as shown coloured brown on the plan and forming part of the properties hereby conveyed or any upgraded roadway constructed in place thereof in accordance with the covenant at Clause 3(f) on the part of the Purchaser or his successors in title to the properties hereby conveyed within a period of 80 years from the date hereof subject to the Vendor and his successors in title to numbers 79 and 80 Half Moon Street any other persons using the same paying a fair proportion according to user of the cost of repairing maintaining and renewing the same or any part thereof but excluding any charges arising in connection with the upgrading of the existing roadway and the adoption of the new roadway by the Local Highway Authority
- (c) A right of way on foot for the Vendor and his successors in title to and the occupiers of that part of the retained land comprising number 79 Half Moon Street (in common with the Purchaser and his successors in title to and the occupiers of that property



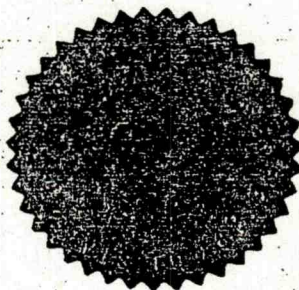
comprising number 78 Half Moon Street forming part of the properties hereby conveyed) for all domestic purposes connected with the user of number 79 Half Moon Street over that part of the pathway shown coloured yellow on the plan forming part of number 78 Half Moon Street subject to the Vendor and his successors in title to and the occupiers of number 79 Half Moon Street paying one half of the cost for the repair maintenance and renewal of the same

#### THE FOURTH SCHEDULE

##### Documents retained by the Vendor

| <u>No.</u> | <u>Date</u>        | <u>Document</u>     | <u>Parties</u>   |
|------------|--------------------|---------------------|--|
| 1.         | 11th February 1938 | CONVEYANCE          | The Master and Fellows of the College of the Great Hall of the University commonly called University College in the University of Oxford (1)<br>The Secretary of State for Air (2) |
| 2.         | 11th December 1939 | CONVEYANCE          | The Master and Fellows of the College of the Great Hall of the University commonly called University College in the University of Oxford (1)<br>The Secretary of State for Air (2) |
| 3.         | 29th November 1976 | SURRENDER AND LEASE | The Vendor (1)<br>The North Eastern Electricity Board (2)  |

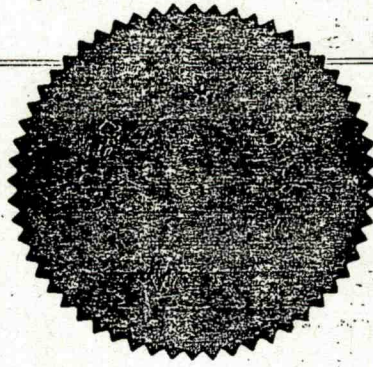
THE CORPORATE SEAL of the )  
SECRETARY OF STATE FOR )  
DEFENCE hereunto affixed )  
is authenticated by:- )



Authorised by the Secretary  
of State



THE COMMON SEAL of )  
MOVEFATHOM LIMITED was )  
hereunto affixed in the )  
presence of:- )



Director



Secretary

