



Ministry of Defence

Secretariat
Defence Infrastructure Organisation
Kingston Road
Sutton Coldfield
B75 7RL

E-mail: diosec-parli@mod.gov.uk
www.gov.uk/DIO

5 December 2018

Ref. FOI 2018/14284

Dear [REDACTED],

Thank you for your email of 12 November 2018 requesting the following information:

"I would like to know if the CAD in Monckton Farleigh, the old quarryworkings (the underground void) were transferred from War department ownership and to whom they were transferred"

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

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

The information you have requested can be found at annex A, but some of the information falls entirely within the scope of the absolute exemptions provided for at sections 40 (Personal Data) 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 General Data Protection Regulation and Data Protection Act 2018. 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). 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

Dated 29th May 1984

THE SECRETARY OF STATE FOR DEFENCE,

to

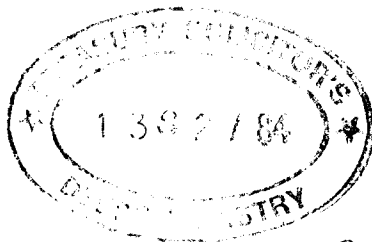
MAGIC BUILDERS LIMITED AND OTHERS.

DEED

Conveyance

of

Land and Rights at Monkton Farleigh in the County of Wiltshire.



XO SMB/KMF.

THIS CONVEYANCE is made the *Twenty-ninth* day of *May* One Thousand Nine Hundred and Eighty-Four
BETWEEN THE SECRETARY OF STATE FOR DEFENCE
(hereinafter called "the Vendor") for and on behalf of Her Majesty of
the first part MAGIC BUILDERS LIMITED whose Registered Office
is at Lower Westcombe Farm Evercreech in the County of Somerset
(hereinafter called "the Purchaser" which expression shall where the
context so admits include its successors in title) of the second part
and [REDACTED] of 440 The Strand London
WC2 and [REDACTED] of Lincoln House
296/302 High Holborn London WC1 (hereinafter called "the
Trustees" which expression shall where the context so admits
include their successors in title) of the third part

WHEREAS:-

- (a) By a Conveyance dated the Twenty-Fourth day of March One Thousand Nine Hundred and Seventy-Six and made between the Vendor of the first part H.W. Clothier Milton-Westcombe Farms Limited (hereinafter called "the Company") of the second part and the Purchaser of the third part all those pieces of land situate in the Parish Monkton Farleigh in the County of Wiltshire (hereinafter called "the Yellow Land") shown coloured yellow on the plan numbered 12457A annexed hereto (hereinafter called "the said plan") and the underground areas also situate at Monkton Farleigh aforesaid (hereinafter called "the Underground Premises") shown hatched yellow on the said plan were conveyed by the Vendor at the request of the Company to the Purchaser for an estate in fee simple absolute in possession Except and Subject as therein mentioned but otherwise free from incumbrances
- (b) By a Conveyance dated the Tenth day of August One Thousand Nine Hundred and Seventy-Nine and made between the Vendor of the one part and the Trustees of the other part the land edged brown on the said plan (hereinafter called "the Brown Land") was conveyed by the Vendor to the Trustees in fee simple absolute in possession Subject and Except as therein mentioned but otherwise free from incumbrances
- (c) The Vendor is the estate owner on behalf of Her Majesty of the fee simple in possession of the areas of land situate at Monkton Farleigh aforesaid (hereinafter called "the Pink Areas") shown

coloured pink on the said plan and the fire hydrant system reservoirs tanks and pipes as hereinafter more particularly described (hereinafter collectively referred to as "the said Property") 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 the Purchaser of the said Property for the like estate Subject as hereinafter mentioned but otherwise free from incumbrances in consideration of the grant by the Purchaser of the rights and covenants as hereinafter mentioned

(d) In consideration of the covenants on the part of the Purchaser hereinafter contained the Trustees have agreed with the Purchaser to enter into this Deed in manner hereinafter appearing

NOW in pursuance of the said agreements and in consideration of the rights hereby granted and the covenants and conditions hereinafter contained **THIS DEED WITNESSETH** as follows:-

1. THE Vendor as Trustee and in exercise of all powers him hereunto enabling HEREBY CONVEYS unto the Purchaser FIRST ALL THOSE the Pink Areas comprising the fifteen concrete lined airshafts (and the airspace therein) leading from the surface of the land to the Underground Premises TOGETHER WITH a square piece of land of a width of Two Metres around each airshaft AND SECONDLY the fire hydrant system reservoirs underground storage tanks and pipes all shown coloured blue on the said plan TOGETHER WITH all concrete bases apparatus and equipment as the same were reserved out of a Conveyance (hereinafter called "the 1979 Conveyance") dated the Tenth day of August One Thousand Nine Hundred and Seventy-Nine and made between the Vendor of the one part and the Trustees of the other part TOGETHER ALSO WITH (so far as the Vendor is able to carry the same) to the benefit of:-

(a) The covenants contained in a Conveyance (hereinafter called "the 1974 Conveyance") dated the Thirteenth day of March One Thousand Nine Hundred and Seventy-Four and made between the Vendor of the one part and the Bradford and Melksham Rural District Council of the other part the rights reserved to the Vendor as contained in the 1979 Conveyance (with the exception of the rights set out in the Second Schedule hereto) so far as the same relate to and affect the said Property and are still subsisting and capable of being enforced TO HOLD the same unto the Purchaser in fee simple SUBJECT TO the rights exceptions reservations adverse

easements covenants provisions and other matters as are contained or referred to in the 1974 Conveyance and to the adverse easements rights and covenants contained or referred to in the 1979 Conveyance so far as aforesaid

2. FOR the consideration aforesaid the Purchaser HEREBY GRANTS unto the Vendor and his servants agents and contractors at all times with or without apparatus and vehicles the right to enter upon such part or parts of the Yellow Land as shall be necessary for the purpose of inspecting and repairing and maintaining

(a) the fifteen foot wide gate at the point marked "C" on the said plan and also (b) the stockproof fence between the points marked "C" and "D" on the said plan for the period from the date hereof up to the Tenth day of August One Thousand Nine Hundred and Eighty-Nine or until the Vendor shall no longer require to use the adjoining tipping area belonging to the Trustees (whichever shall first occur) (hereinafter called "the Relevant Period") the Vendor causing as little damage thereby as possible and making good all damage done to the surface of the Yellow Land to the reasonable satisfaction of the Purchaser

3. THE Vendor HEREBY COVENANTS with the Purchaser that the Vendor will for the Relevant Period maintain and keep the said gate and fence in good condition and repair

4. THE Trustees HEREBY GRANT to the Purchaser its servants contractors and licensees of the Purchaser for the period of Eighty Years from the date hereof licence with or without vehicles and apparatus in common with the Trustees their servants contractors and licensees and any other persons duly authorised so to do to pass and repass over and along such parts of the Brown land as are shown coloured Green on the said plan for all purposes connected with the maintenance repair replacement renewal or removal of the said air shafts and the above ground pipes and the above ground concrete bases and equipment associated therewith the Purchaser making good any damage caused to the Brown land in the exercise of such right PROVIDED ALWAYS that if the Trustees wish to alter or vary the said rights of access they shall give written notice to the Purchaser of an alternative route or routes for the said rights of access and the Purchaser shall within 28 days of the said notice indicate whether or not it is prepared to consent to the said variation (such consent not to be unreasonably withheld) and in the

event of the Trustees and the Purchaser failing to agree on an alternative route or routes the matter shall be referred to a Surveyor to be appointed by both parties or failing agreement to be appointed by the President for the time being of the Institute of Chartered Surveyors acting as an expert and not as an arbitrator whose decision shall be final and binding on both parties and the above mentioned rights shall apply to the said substituted way or ways in lieu of the original way or ways and the Purchaser and the Trustees shall enter into such deed or deeds as may be requisite to complete the substitution of the said way or ways

5. THE Purchaser HEREBY COVENANTS with the Trustees to the intent that the benefit of the following covenants may be annexed to and run with the Brown Land and each and every part thereof as follows:-

- (a) To maintain and keep in good repair and condition at all times hereafter to the reasonable satisfaction of the Trustees the said Property and all parts thereof (and also the fence and gate referred to in Clause 2 from and after the termination of the relevant period)
- (b) At its own cost from time to time forthwith make good to the reasonable satisfaction of the Trustees any loss damage liability expense or injury that may arise by reason of the use or occupation of the said Property or any part or parts thereof or by the maintenance repair taking up or reinstatement thereof or by any failure of or defect therein or in pursuance of the exercise of any of the rights hereby granted to the Purchaser
- (c) To keep the Trustees fully and effectually indemnified from and against all actions proceedings costs damages expenses claims liabilities and demands arising out of or incurred in consequence of the exercise by the Purchaser or any persons under its authority or control of the rights and liberties granted by this Deed or the infringement of the rights specified in the 1974 Conveyance or in consequence of any breach non-performance or non-observance of any of the covenants on the part of the Purchaser herein contained or referred to

6. THE Trustees HEREBY ACKNOWLEDGE the right of the Purchaser to the production of the documents set out in the First

Schedule hereto (the possession of which is retained by the Trustees) and to delivery of copies thereof and the Purchaser hereby acknowledges the right of the Trustees to the production of the documents set out in the Second Schedule hereto (the possession of which is retained by the Trustees) and to delivery of copies thereof and hereby undertakes with the Trustees for the safe custody thereof

7. 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 (£25,000)

IN WITNESS whereof the Corporate Seal of the Vendor has been hereunto affixed the Purchaser has caused its Common Seal to be hereunto affixed and the Trustees have hereunto set their respective hands and seals the day and year first above written

THE FIRST SCHEDULE

- | | | |
|-----------------|-------------------|--|
| 31st March 1938 | <u>CONVEYANCE</u> | (1) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] |
| | | (2) [REDACTED]
[REDACTED] and [REDACTED]
[REDACTED]
[REDACTED] |
| | | (3) His Majesty's
Principal Secretary of
State for the War
Department |
| 25th May 1938 | <u>CONVEYANCE</u> | (1) The Bath and
Portland Stone Firms
Limited |
| | | (2) [REDACTED]
[REDACTED] and [REDACTED]
[REDACTED] |
| 17th April 1952 | <u>RELEASE</u> | (1) [REDACTED]
[REDACTED] |
| | | (2) The Church
Commissioners for
England |

(3) [REDACTED]
[REDACTED]

by Divine Permission
Lord Bishop of
Salisbury

30th March 1974 DUPLICATE
CONVEYANCE

(1) The Vendor
(2) The District
Council for the Rural
District of Bradford
and Melksham

10th August 1979 CONVEYANCE

(1) The Vendor
(2) The Trustees

THE SECOND SCHEDULE

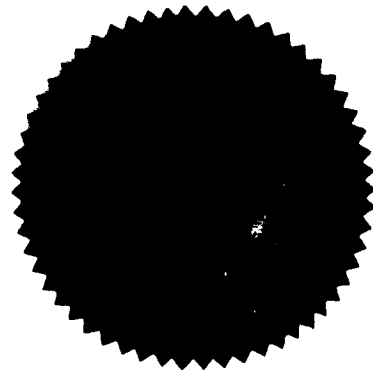
24th March 1976 CONVEYANCE

(1) The Vendor
(2) The Purchaser
(3) The Company

CONVEYANCE

(1) The Company
(2) The Purchaser

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



[Handwritten signature]

Authorised by the Secretary of State

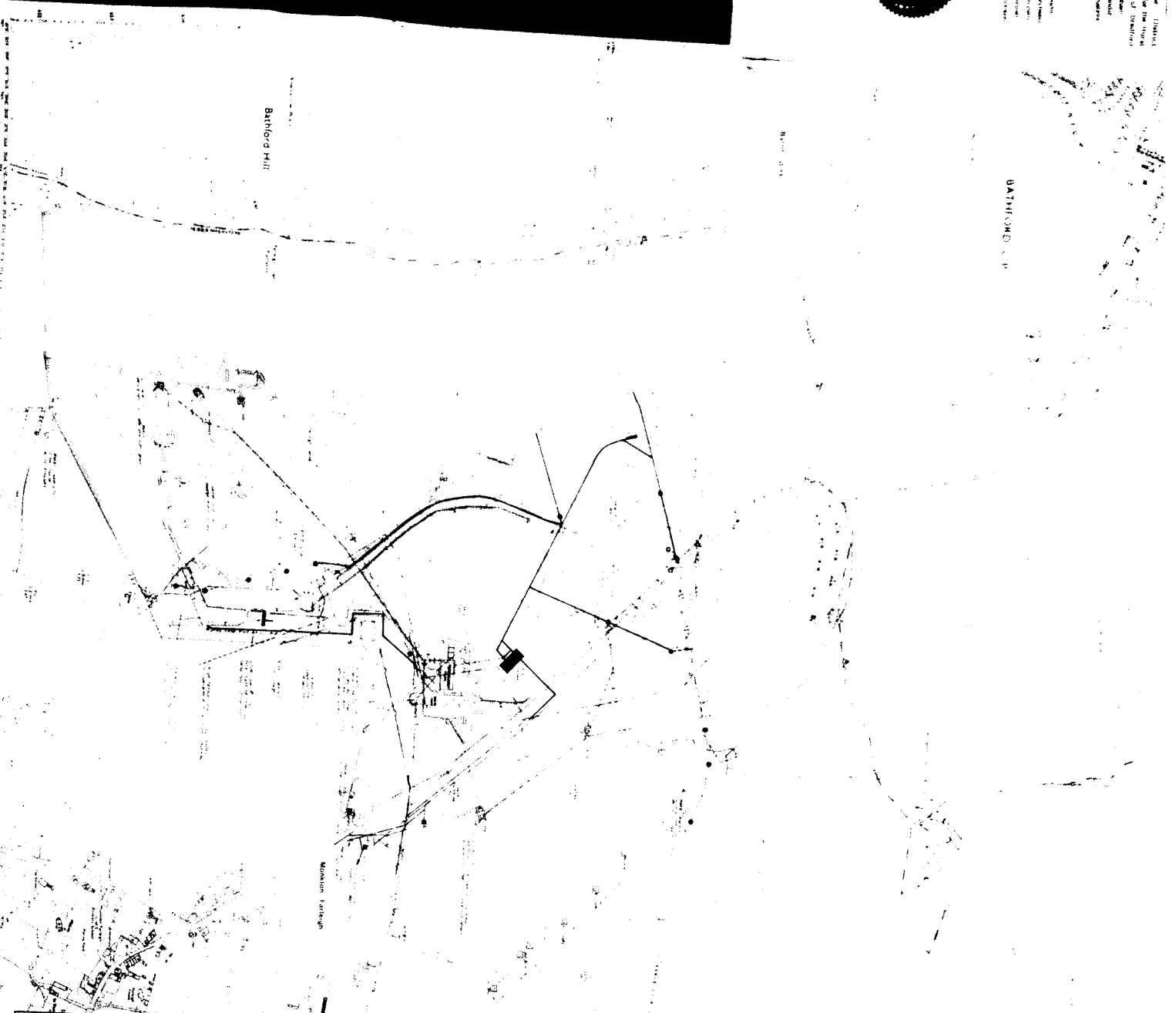
1. The District
 2. The County
 3. The State

THE DISTRICT OF COLUMBIA
 OFFICE OF THE DISTRICT
 ENGINEER

DISTRICT OF COLUMBIA
 OFFICE OF THE DISTRICT
 ENGINEER



Approved for a period of



MONKTON PARK

SCALE 1-2500

All service information is obtained from Record Plans and other drawings
to be correct. Its accuracy is not guaranteed.

DATE	BY	REVISION
11/11/58	J. H.
11/11/58	J. H.
11/11/58	J. H.
11/11/58	J. H.

PLAN OF SERVICES

WATER MAINS
 SERVICE LINES
 VALVES
 HYDRANTS
 FIRE PLUMBING
 SANITARY PLUMBING
 SEWER MAINS
 SEWER SERVICE LINES
 MANHOLES AND VENTILATION STACKS
 RAINWATER PLUMBING

Service Lines - Services

Plan No. 1
 District Engineer's Office