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THIS CONVEYANCE is made the 30th day of March - One thousand nine hundred and ~~eighty~~ ninty B E T W E E N MILTON KEYNES DEVELOPMENT CORPORATION of Saxon Court 502 Avebury Boulevard Central Milton Keynes in the County of Buckingham (hereinafter called "the Vendor") of the one part and the Company whose name and registered office is specified in the First Schedule hereto (hereinafter called "the Purchaser") of the other part



W H E R E A S :-

(1) The Vendor is seised of the property hereinafter described for an estate in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances

(2) The Vendor has agreed with the Purchaser for the sale to the Purchaser of the said property for the said estate subject as aforesaid at the price of SEVEN HUNDRED AND SIXTY SEVEN THOUSAND POUNDS (£767,000)



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NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the sum of SEVEN HUNDRED AND SIXTY SEVEN THOUSAND POUNDS (£767,000) paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby conveys unto the Purchaser ALL THAT piece or parcel of land described in the Second Schedule hereto (hereinafter called "the Property") TOGETHER WITH the rights specified in the Third Schedule hereto in common with the Vendor and all others now or hereafter enjoying or entitled to the like rights EXCEPT AND RESERVING unto the Vendor and its successors in title for the benefit of the adjoining and neighbouring land and premises and each and every part thereof and the occupiers thereof the rights easements and privileges specified in the Fourth Schedule hereto TO HOLD the same unto the Purchaser in fee simple SUBJECT TO a lease (hereinafter called "the Lease") of part of the Property dated the thirtieth day of June One thousand nine hundred and eighty and made between the Vendor of the one part and the Purchaser of the other part

2. TO the intent that the burden thereof shall run with and be binding upon the Property into whose hands so ever the same may come and for the benefit and protection of the Vendors land within the area known as Blakelands Industrial Estate/ Employment Area Milton Keynes aforesaid (excluding the Premises) as shall remain unsold by the Vendor from time to time and each and every part thereof the Purchaser on behalf of itself and its successors in title HEREBY COVENANTS with the Vendor to observe and perform the stipulations and restrictions contained in the Fifth Schedule hereto

3. THE Purchaser on behalf of itself and its successors in title HEREBY FURTHER COVENANTS with the Vendor and its successors in title to observe and perform the obligations contained in the Sixth Schedule hereto

4. THE Purchaser HEREBY DECLARES that the term created by the Lease is vested in the Purchaser free from incumbrances in the same right as the fee simple in the Property to the intent that the said term shall forthwith merge and be extinguished in

the fee simple thereof

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first before written

THE FIRST SCHEDULE above referred to
(Details of Purchaser)

NAME: JOHN LEWIS plc

Address:- 4 Old Cavendish Street London W1A 1EX

THE SECOND SCHEDULE above referred to
(The Property)

ALL THAT piece or parcel of land within Blakelands Industrial Estate/Employment Area Milton Keynes in the County of Buckingham and containing an area of ten decimal point seven (10.7) acres or thereabouts as the same is for identification delineated and shown edged red on the plan annexed hereto

THE THIRD SCHEDULE above referred to
(Rights granted)

1. A right of way at all times until the same shall be adopted as a highway maintainable at the public expense and for the purpose of obtaining access to and egress from the Property (but for no other purpose whatsoever) over and along (when constructed) the roadways and footpaths (if any) leading to the nearest adopted highway and footpaths (if any) SUBJECT to the Purchaser paying a fair proportion (to be conclusively determined by the Vendor) of the cost of cleansing maintaining repairing and resurfacing such roadway and footpaths (which for the purpose of this paragraph shall be deemed to include as well as the carriageway any verges footpaths surface water and other drainage street lighting public utility services tree planting landscaping and other works associated therewith)

2. The right of passage and running of water soil gas electricity telephone and other services to and from the Property through the drains sewers pipes wires cables or other service and conducting media (in this paragraph called "conducting media") the route of which is shown on the plan annexed hereto insofar as such conducting media are situate under over or upon the adjoining or neighbouring land of the Vendor and the right to enter upon such land (but not any buildings thereon) at all reasonable times subject to reasonable notice being given to the Vendor and the occupier thereof for the purpose of inspecting maintaining repairing relaying renewing and cleansing any such conducting media but making good any damage occasioned by the exercise of such right

THE FOURTH SCHEDULE above referred to
(Exceptions and Reservations)

1. The full right and liberty to use erect rebuild or alter any land or premises adjoining or adjacent to the Property for any purpose and in any manner whatsoever notwithstanding that

access of light and air to the Property or any part thereof may be affected obstructed or interfered with and so that all privileges of light and air now or hereafter to be enjoyed over any part of the adjoining or adjacent land or premises by or in respect of the Property or any part thereof shall be deemed to be so enjoyed by licence or consent and not as of right

2. Such right of light and air for the benefit of the adjoining or neighbouring land and premises of the Vendor as it would be entitled to if the Property and such adjoining or neighbouring land and premises was in separate ownership and indefeasible rights of light and air as at present enjoyed in respect of such adjoining or neighbouring land and premises had been acquired under the Prescription Act 1832

3. The full and free right and liberty:

(1) to lay or install under over or upon the Property (but not any buildings erected thereon) any drains sewers pipes wires cables or other service or conducting media (in this Schedule called "conducting media") and to make connections to any conducting media now existing or within a period of eighty years from the date hereof laid under over or upon the Property or any part thereof

(2) of the passage and running of water soil gas and electricity through any conducting media now existing or within eighty years from the date hereof (which period shall be the perpetuity period applicable hereto) laid under over or upon the Property or any part thereof

(3) of entry onto the Property or any part thereof for the purpose of exercising any of the foregoing rights and of inspecting maintaining repairing relaying renewing and cleansing any conducting media the person or persons exercising such rights making good all damage to the Property occasioned thereby

4. The right at all reasonable times to enter upon the Property or any part thereof (but not any building thereon) for the purpose of repairing any adjoining or neighbouring land and premises the person or persons exercising such rights making good all damage to the Property occasioned thereby

5. All rights of support and protection as at present existing in respect of land and premises adjoining the Property

THE FIFTH SCHEDULE above referred to
(Stipulations and Restrictions)

1. Not to use suffer or permit the Property or any part thereof to be used for any retail trade or business

2. (1) In this paragraph the following expressions shall have the respective meanings set out opposite them:-

"Bingo Hall" The playing of bingo and games or gaming normally associated with bingo as a business or commercial undertaking

"Cinema" The display of film or cinematographic video or televisual material as a business or commercial undertaking

(2) Without prejudice to paragraph (1) above not to use suffer or permit the Property or any part thereof to be used as a Bingo Hall or Cinema

3. Not at any time to erect or place or suffer to remain on the Property any temporary building structure or caravan except for temporary purposes used in connection with any building works carried out thereon

4. Not in the use of the Property or any part thereof to do or permit or suffer any act matter or thing of a dangerous noxious noisome offensive or illegal nature or which is or may become a danger nuisance or disturbance to the Vendor or the owners or occupiers of any adjoining or neighbouring land and premises

5. To observe the building lines (if any) shown on the plan annexed hereto

6. Not to use those parts of the Property (if any) shown coloured blue on the said plan annexed hereto other than as landscaped or garden areas

7. If the plan annexed hereto shows by way of identification the route of any surface water or foul water sewers or water mains passing under or through the Property then not to build or erect any structure or thing over the area which lies within a lateral distance of five metres from any such surface water or foul water sewers or water mains and further not to do anything upon or under the said sewers or water mains which shall be contrary to the requirements of the Anglian Water Authority or other Authority for the time being in whom the said sewers or mains are vested and in particular not to plant any trees within five metres of the said sewers or mains and not to plant any plants over the same except of a variety and size approved by the Anglian Water Authority or other Authority aforesaid (except in accordance with good horticultural or arboricultural practice)

8. Not to lop top damage or spoil any trees shrubs or similar plants on the Property or to damage any grassed areas

9. Not to erect suffer or permit to be erected on the Property any additional boundary wall fence earthworks or similar demarcation

10. Not to erect on the Property or upon any building thereon any television receiving or transmission aerial dish or similar apparatus in such a manner as to be visible from outside such buildings

11. Not during the period from the date hereof until the 1st January 1990 to erect or cause or permit to be erected on the Property any building or structure without the prior written approval of the Vendor including the approval of the plans for any such building or structure.

THE SIXTH SCHEDULE above referred to
(Obligations)

1. If the plan annexed hereto shows thereon any boundary of the Property marked with an inward pointing 'T' then to maintain in good and substantial repair any wall fence hedge earthworks or similar demarcation along such boundary

2. To keep all areas of the Property not built upon clean and tidy

3. To keep all landscaped or garden areas of the Property maintained in accordance with good horticultural and arboricultural practice including the regular cutting of grassed areas and the replacement of any dead or dying trees shrubs or other such plants with sound trees shrubs or other such plants of the same or similar species

4. To pay and contribute a fair proportion of the expenses of inspecting maintaining repairing relaying renewing and cleansing all party and other walls fences pathways roadways drains sewers pipes wires cables and other service media serving the Property in common with adjoining or neighbouring land and premises

THE COMMON SEAL of MILTON KEYNES)
DEVELOPMENT CORPORATION was hereunto)
affixed in the presence of:-)



BOARD MEMBER


AUTHORIZED SIGNATORY

THE COMMON SEAL of JOHN LEWIS ^{plc})
was hereunto affixed in the)
presence of:-)


Director
Secretaries