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*27-14-T*



*150 p*  
*1/10*

*27-14-T*



THIS DEED OF RELEASE AND GRANT is made the *first* day of *October*  
One thousand nine hundred and eighty four B E T W E E N the  
BRITISH RAILWAYS BOARD ("the Board") of the first part and EBURY  
DEVELOPMENTS LIMITED of 5 Ebury Mews London SW1W 9NX ("the Company")  
of the second part and NATIONAL WESTMINSTER BANK PLC of ~~63 Piccadilly~~  
~~London W1~~ ("the Bank") of the third part

**41 LOTHBURY  
LONDON, E.C.2**

1. The Company and the Board hereby extinguish and release  
unto each other all easements rights reservations and exceptions  
contained in an Agreement dated the First day of August One thousand  
nine hundred and seventy two made between the Board of the first part  
National Carriers Limited (the Company's predecessor in title)  
of the second part and National Freight Corporation of the third  
part ("the Agreement") which related (inter alia) to land of  
the Board shown edged green on the plan numbered DO/628/A  
annexed hereto ("Plan A") ("the Board's Land") and land now vested  
in the Company shown coloured yellow on the plan annexed hereto  
("the Company's Land") to the intent that the said Agreement shall  
be <sup>of</sup> no further force or effect

**L. M. REGION  
DOCUMENT  
No. MA 21187  
RETURN TO  
MUNICIPAL ROOM  
ESTATE DEPT.  
*[Signature]*  
EUSTON.  
London**

2. (a) The Company as beneficial owner hereby grants to  
the Board and all persons authorised by it in perpetuity the  
full and free right and liberty at all times and for all purposes  
connected with the present and every future use of the part of  
the Board's Land shown edged purple on the plan numbered DO/996  
annexed hereto ("Plan B") whether on foot or by vehicle to pass  
and repass along the part of the Company's Land shown coloured  
brown on Plan B the plan annexed hereto ("the Access Road") subject  
to compliance by the Board with its covenants hereinafter contained

(b) The Company as beneficial owner hereby grants to the Board in perpetuity for the benefit of the Board's Land and every part thereof the continued use of any watercourse means of support (whether natural or artificial) or any access of light or air or any pipe wire retaining wall or other work which existed immediately prior to this Deed.

3.(a) The Board on behalf of itself and its successors in title for the benefit of the Company's Land and every part thereof hereby covenants to contribute a fair proportion according to the user thereof of the cost of maintaining resurfacing and repairing the Access Road

(b) The Board as beneficial owner hereby grants to the Company in perpetuity for the benefit of the Company's Land and every part thereof the continued use of any watercourse means of support (whether natural or artificial) or any access of light or air or any pipe wire retaining wall or other work which existed immediately prior to this deed.

4. Subject to the Board complying with the covenants on its part contained in Clause 3 hereof the Company for itself and its successors in title hereby covenants with the Board and its successors in title so as to benefit the land shown edged purple on Plan B hereto and every part thereof to maintain resurface and repair the Access Road from time to time as necessary.

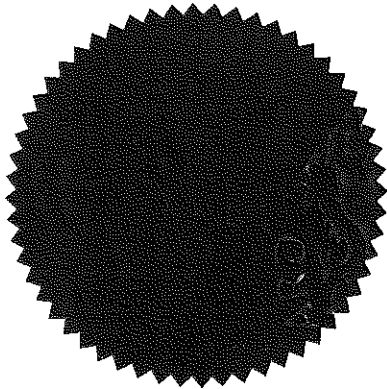
5. It is agreed and declared that nothing herein contained shall prevent the Company or its successors in title from dedicating the Access Road or arranging for the same to be adopted in whole or in part by the competent highway authority at any time hereafter and the provisions of clauses 2(a), 3(a) and 4 hereof shall forthwith cease to have effect in respect of the whole or such part or parts of the Access Road as may from time to time be so dedicated or adopted.

6. Where the subject matter of an easement granted by virtue of Clause 2(b) or Clause 3(b) hereof is a way or work used jointly by the grantor and the grantee of the easement or as between the grantor and grantee solely by the one or the other (whether or not by any other person) and the way or work is maintained repaired or renewed by the grantor or the grantee that one of them so maintaining repairing or renewing the said way or work shall be entitled to be paid by the other either the whole or a proportion of the cost reasonably so incurred attributable to the degree of user by the other as the case may be.

7. The Bank as mortgagee of the Company's Land hereby consents to and confirms the terms hereof

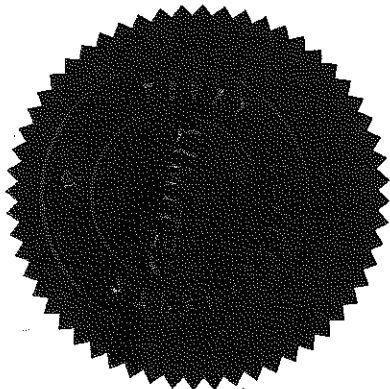
8. The expressions "the Board" and "the Company" shall be deemed to include their respective successors in title and assigns and any persons deriving title under them

I N W I T N E S S whereof this Deed has been executed  
by the parties the day and year first hereinbefore written



(THE COMMON SEAL of BRITISH  
(RAILWAYS BOARD was hereunto  
(affixed in the presence  
(of:-

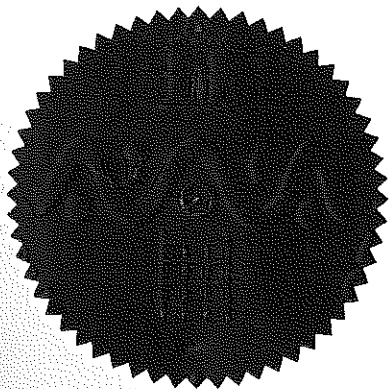
A PERSON AUTHORISED  
BY THE BOARD TO ACT  
INSTEAD OF THE SECRETARY  
63975



(THE COMMON SEAL of EBURY  
(DEVELOPMENTS LIMITED was  
(hereunto affixed in the  
(presence of:-

DIRECTOR

SECRETARY



(THE COMMON SEAL of NATIONAL  
(WESTMINSTER BANK PLC was  
(hereunto affixed in the  
(presence of:-

plm 2

AUTHORISED SEALING OFFICER