

LAND REGISTRY

COUNTY: Kildare

FOLIO: 5428 (Part)
8446 (Part)

TRANSFER dated the 27th day of March 2001.

A. Definitions

In this Transfer and several Schedules hereto:-

1. **"The Vendor"** means Maureen Doyle (her executors, administrators and assigns)
2. **"The Purchaser"** means Maplewood Developments Limited (and its successors and assigns)
3. **"The Sold Lands"** means the lands described in the First Schedule hereto.
4. **"The Retained Property"** means the lands described in the Second Schedule hereto.

B. The Vendor, the registered owner in consideration of the sum of [REDACTED] (the receipt of which is hereby acknowledged) Hereby Transfers as beneficial owner the Sold Lands to the Purchaser together with the benefit of the Right of Way specified in the Fourth Schedule hereto **EXCEPTING AND RESERVING** unto the Vendor, the Easements, Rights and Privileges specified in the Third Schedule hereto.

And the Vendor hereby assents to the registration of the said Right of Way as a burden on Folio 5428 on the register Co. Kildare.

And the Purchaser hereby assents to the registration of the Easements, Rights and Privileges specified in the Third Schedule hereto as a burden on any Folio to be opened up in respect of the Sold Lands.

The address of the Purchaser in the State for service of notices and its description are:-

222/224 Harold's Cross Road, Dublin 6W
Limited Liability Company

IT IS HEREBY FURTHER CERTIFIED by the person becoming entitled to the entire beneficial interest in the property hereby transferred

0101035505

*COUNTERPART-ORIGINAL FULLY AND PROPERLY STAMPED-CPT10
12/04/01-PDIEP10



that it is a body corporate incorporated in a member state of the European Communities or other European State which is a contracting party to the European Economic Area Agreement and has its registered office, central administration or principal place of business within the territory of those states and as such is a qualified person within the meaning of Section 45 of the Land Act 1965.

IT IS HEREBY FURTHER CERTIFIED that the consideration (other than rent) for the sale is wholly attributable to property which is not residential property.

FIRST SCHEDULE

First Part

ALL THAT AND THOSE the part of the lands situate in the Townland of Commons and Barony of Salt South comprising 6.549 acres Statute Measure or thereabouts being part of the lands comprised in Folio 5428 of the Register County Kildare more particularly described on the map of the said Folio annexed hereto and thereon edged in red **TOGETHER WITH** full right and liberty for the Purchaser, its successors and assigns and their servants agents and licensees (in common with the Vendor and all others having the like right) at all times by day and night for all purposes as a means of access to and egress from the sold lands and with all manner of vehicles to pass and repass over the part of the said folio shown coloured yellow on the said map.

Second Part

ALL THAT AND THOSE the part of the lands situate in the Townland of Simmonstown and Barony of Salt South comprising 6.065 acres Statute Measure or thereabouts being part of the lands comprised in Folio 8446 of the Register County Kildare more particularly described on the map of the said Folio annexed hereto and thereon edged in red.

SECOND SCHEDULE

The Retained Property

1. **ALL THAT AND THOSE** the lands comprised in Folio 5428 of the Register Co. Kildare excluding the part thereof edged in red on the Map of the said Folio annexed hereto.
2. **ALL THAT AND THOSE** the lands comprised in Folio 8446 of the Register Co. Kildare excluding the part thereof edged in red on the map of the said Folio annexed hereto.
3. **ALL THAT AND THOSE** the part of the lands of the Commons of Celbridge belonging to the Vendor shown on the Map marked "unregistered land" annexed hereto and thereon edged in red.

THIRD SCHEDULE

Easements, Rights and Privileges, excepted and reserved out of and over the Sold Lands for the benefit of and appurtenant to the Retained Lands and every part thereof.

1. The free passage and running to and from the Retained Lands and every part thereof of water, soil, gas, electricity, telephone signals, oil and heating fuels and other services (hereinafter called "the Services") through all pipes, drains, sewers, mains, ducts, conduits, cables and wires (hereinafter called "the Utilities") now in, under or over or at any time within 21 years of the date hereof under or over the Sold Lands or any part thereof.
2. The right to connect up with and to cleanse, repair and renew the Utilities which are now or may at any time within 21 years from the date hereof to be in or under or passing through or over the Sold Lands and to cleanse, repair and renew the same and for the aforementioned purposes to enter upon the Sold Lands with workmen and others and all necessary equipment making good any damage thereby occasioned but not being responsible for any temporary inconvenience or damage caused by such works.

FOURTH SCHEDULE

Purchasers Covenants

The Purchaser hereby covenants with the Vendor for the benefit of the Retained Land and every part thereof.

1. As part of any development of the Sold Lands or any part thereof to construct the Utilities right up to the boundary of the Retained Land at the point marked with the letter "A" on the Map of Folio 8446 of the Register Co. Kildare annexed hereto leaving no space or margin between the said Utilities and the said boundary.
2. To complete the said Utilities in a good and workmanlike manner and to a standard and specification acceptable to the Local Authority and to ensure that the said Utilities are of a size including diameter which shall cater for the development of the Retained Lands of up to a maximum of 50 dwelling houses or their equivalent.
3. To maintain the said Utilities to a standard acceptable to the Local Authority until such time as the same are taken in charge by the Local Authority and until such time to indemnify and to keep the Vendor fully and effectually indemnified from and against all actions, proceedings, costs, damages, expenses, liabilities, claims and demands whatsoever in respect thereof.

4. Prior to commencement of any development of the Sold Lands or any part thereof to construct and complete in a good and workmanlike manner an 8ft high solid block wall between points VW on the Map of Folio 5428 Co. Kildare annexed hereto and between points XYZ on the Map of Folio 8446 Co. Kildare annexed hereto.

IN WITNESS whereof the parties hereto have hereunto caused their common seals to be affixed the day and year first herein written.

SIGNED SEALED AND DELIVERED

by the said **MAUREEN DOYLE**
in the presence of :-

Maureen Doyle



John O'Donovan
Solicitor
28/30 Bury St
Dublin 4

PRESENT when the Common Seal
of ~~NEW HOMES LIMITED~~
was affixed hereto:- ~~NAPELWOOD DEVELOPMENTS~~
LIMITED

Aspirin King
SOLICITOR

BCM HANBY WALLACE
ST. MICHAEL'S CLOSE,
1 HIGH ST., DUBLIN 8.

Michael Whelan *Dir*
John Barrett *Dir*

Area outlined RED (approx.)

Acres

Hectares.

Land: 6.065 2.456.

A's: services connections.

S. W. O'Donnell. B. Arch. F.R.I.A.I.

8-630

7-670

LAND REGISTRY

County KILDARE

Folio 8446 O.S. 11/10

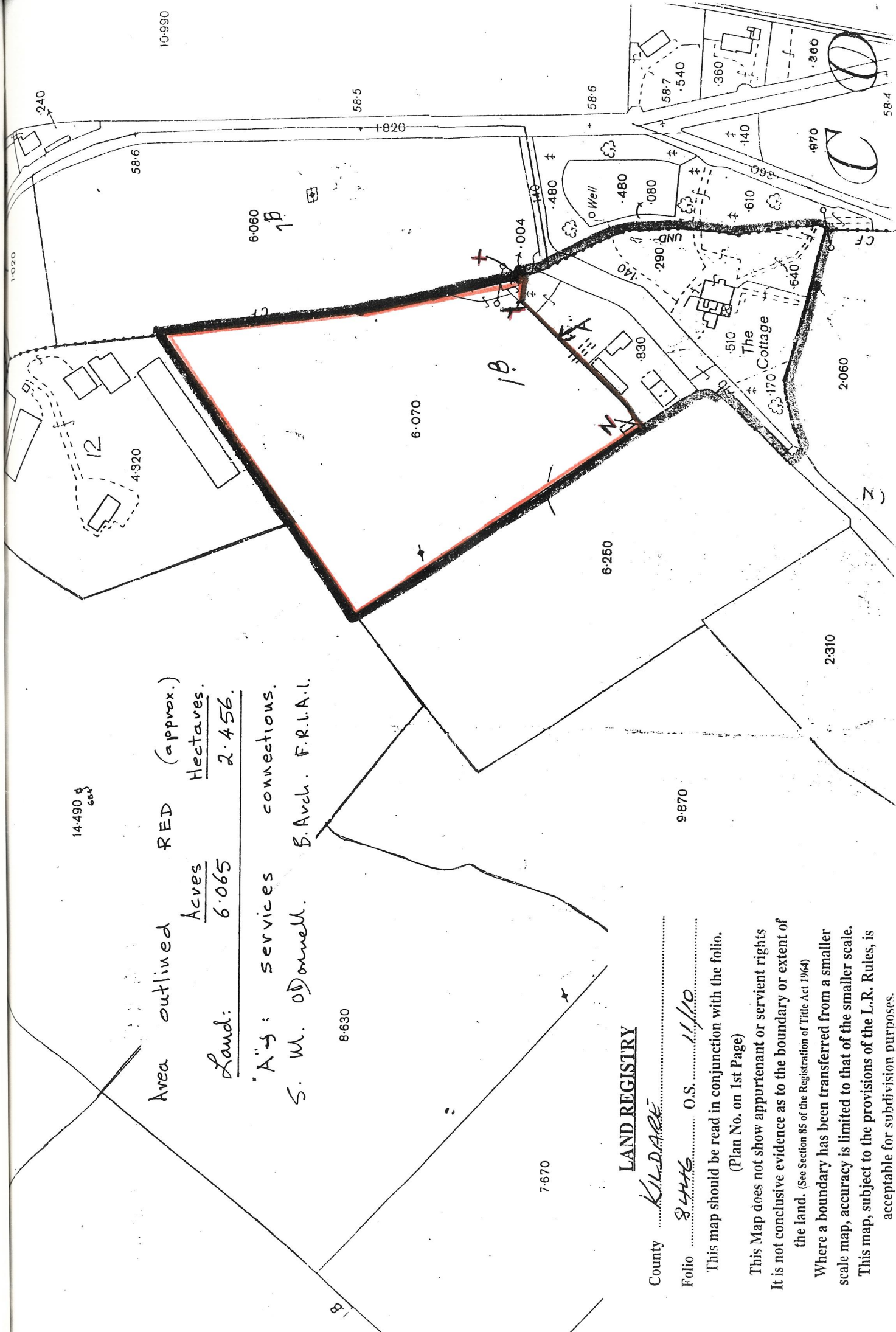
This map should be read in conjunction with the folio,

(Plan No. on 1st Page)

This Map does not show appurtenant or servient rights
It is not conclusive evidence as to the boundary or extent of
the land. (See Section 85 of the Registration of Title Act 1964)

Where a boundary has been transferred from a smaller
scale map, accuracy is limited to that of the smaller scale.

This map, subject to the provisions of the L.R. Rules, is
acceptable for subdivision purposes.



case

REFERRED TO IN THE FOREGOING

2505

Langdale's Estate —
Occupier W. G. Dease.

Old Lane to D. Williams.

Cambridge

AVENUE TO HOBBE

Green Lane

Road to Station

Scale 100 Links to 1 Inch.—

Area 0.3 - 15 -

links 100

Chains

Dated the day of 2001

BETWEEN:

MAUREEN DOYLE
Vendor

-and-

**MAPLEWOOD
DEVELOPMENTS LIMITED**
Purchaser

TRANSFER

COUNTERPART

**Orpen Franks
Solicitors
28-30 Burlington Road
Dublin 4.**