

LAND REGISTRY

COUNTY OF GALWAY

FOLIO 21927F (Part)

T R A N S F E R dated the 14th day of March, 1986.

A. Definitions:

In this Transfer and the several schedules hereto

- (i) "The Estate" means the property described in the First Schedule hereto.
- (ii) "The Units" means the units forming part of the estate and "Unit" has a corresponding meaning.
- (iii) "The Reserved Property" means that part of the estate not included in the units being the property more particularly described in the Second Schedule hereto.
- (iv) "The Premises" means the property hereby transferred as described in the Third Schedule hereto including, for the purpose of obligation as well as grant, the roofs, floors, joists, beams, cystemns, tanks, sewers, drains, pipes, wires, ducts and conduits specified in the said schedule.
- (v) Masculine includes feminine and neuter genders and the singular includes plural.

2. JOHN MANNION of Ndole, Lake View, Claregalway, in the County of Galway is the person entitled to be registered in the land Registry as full owner with absolute title of the estate on which have been or

intended to be known as Royal Rock Estate. The said John Mannion is hereinafter and in the several schedules hereto called "The Vendor". The Vendor has caused a common form of Transfer (being in substantially the same form as this transfer) to be prepared for use in the sale of each Unit.

3. The Vendor has agreed with SEAN JOYCE of

hereinafter and in the several schedules hereto called "The Purchaser" for the sale to the Purchaser for the sum of £8,000.00 (eight thousand pounds) of the PREMISES free from incumbrances save as hereinafter set out and it has been agreed that to give effect to the scheme of development mentioned in recital 2 this Transfer shall contain the covenants, conditions, exceptions and reservations hereinafter and in the Schedules hereto contained.

4. It is intended that upon any transaction by which the Vendor parts with the ownership of any unit the person becoming the owner of the unit shall enter into a covenant with the Vendor to observe and perform in relation to that unit stipulations in similar terms to those set out in the Sixth Schedule hereto to the intent that the owner of any unit may enforce the observance by the Owner of any other unit of the said stipulations.

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of the sum of £8,000.00 (eight thousand pounds) paid by the Purchaser to the Vendor (receipt of which the Vendor hereby acknowledges) the Vendor as beneficial owner HEREBY TRANSFERS the premises TOGETHER WITH THE EASEMENTS, RIGHTS AND PRIVILEGES specified in the Fourth Schedule hereto but EXCEPTING AND RESERVING unto the Vendor and the reserved property the easements, rights and privileges specified in the Fifth Schedule hereto to the Purchaser in fee simple.

AND

The Purchaser hereby covenants with the Vendor to perform and observe the covenants, conditions and stipulations set out in the Sixth Schedule to the intent that the burden of such of the same covenants as are set out in the Sixth Schedule hereto shall run with and bind the premises and every part thereof and that the benefit thereof maybe annexed to the estate and ^{the} reserved property. The address of the Purchaser in the State for the service of notices and his description is

AND

The Vendor HEREBY ASSENTS to the Registration on Folio 21927F of the rights and easements in favour of the Purchaser as specified in the

Fourth Schedule hereof.

AND

The Purchaser HEREBY ASSENTS to the registration on the Folio to be opened in respect of the land hereby transferred of the easements, rights, and privileges specified in the Fifth Schedule and the restrictive covenants conditions and stipulations specified in the Sixth Schedule hereto as burdens on the said property.

IT IS HEREBY CERTIFIED that the transaction hereby affected 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 £10,000.00.

IT IS HEREBY FURTHER CERTIFIED by the Purchaser being the person now becoming entitled to the entire beneficial interest in the premises scheduled hereto that he is an Irish Citizen and as such is a "qualified person" within the meaning of Section 45 (1) of the Land Act, 1965.

IT IS HEREBY FURTHER CERTIFIED by the Vendor that the premises scheduled hereto is not a "Family Home" or part thereof within the meaning of the Family Home Protection Act, 1976 nor is same adversely affected by the provisions of Section 5 of the Family Law Act, 1981.

not affected by any of the circumstances listed in paragraph 6 of the General Letter of Consent dated 1st day of July, 1980 (S.R.13/77).

FIRST SCHEDULE

(The Estate)

All that the hereditaments and premises known as Royal Rock Estate being part of the lands of Ballybane Beg situate in the Barony and County of Galway being part of the lands described in Folio 21927F of the Register County of Galway TOGETHER with the ten units now erected or to be erected thereon ALL WHICH said property is for the purposes of identification delineated on the plan annexed hereto and thereon surrounded by a red verge line.

SECOND SCHEDULE

(The reserved property)

FIRST ALL THOSE the roadways, car parks, drives, walls, paths and forecourts forming part of the estate.

SECONDLY ALL THAT the main structural parts of the building forming part of the estate including the foundations and all joists, cystem beams, tanks, sewers, drains, pipes, wires, ducts and conduits not used solely for the purpose of one unit. The above description is subject to the declaration as to party walls at the end of the Third Schedule and to any similar declaration in the transfers of the other units.

THIRD SCHEDULE

(The Premises)

ALL THAT the unit forming part of the estate and being one of the units known as Unit No. 9 (nine), the situation of which the said unit is shown on the plan annexed hereto and thereon edged green together with all joists, beams, cystemns, tanks, radiators, sewers, drains, pipes, wires, ducts and conduits used solely for the purposes of the said unit but no others. All internal walls separating the premises from any other part of the estate shall be party walls and shall be used, repaired and maintained as such.

FOURTH SCHEDULE

(Rights included in the transfer)

Full right and liberty for the Purchaser, his heirs, executors and administrators, his and their servants, agents, work men, licencees, invitees, tenants and under tenants in common with the Vendor and all other persons who have or may hereafter have the like right:-

1. The right to use, for purposes only of access to and egress from the premises, all such parts of the reserved property as afford access thereto.
2. The right of free passage and running of gas, electricity, water and soil from and to the premises through the sewers, drains, pipes, cables, wires, ducts and conduits now in under or

of the above transfer to be in under or over the reserved property or part thereof.

3. The benefit of any covenant entered into by the owners of other units with the Vendor so far as such covenants are intended to benefit the premises or the Vendor and so far as the benefit thereof can in law accrue to the premises or the Purchaser.
4. All rights of support and other easements and all quasi-easements, rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the premises.
5. The right to use, in common with the owners and occupiers of all other units and their licencees and invitees, the drives, paths, and fore courts forming part of the reserved property subject to such reasonable rules and regulations for the common enjoyment thereof as the Vendor may from time to time perscribe.
6. Such rights of access to and entry upon the reserved property and the other units as are necessary for the proper performance of the purchaser's obligations hereunder.

FIFTH SCHEDULE

(the rights to which this transfer is subject)

1. All rights of support and other easements and all quasi-easements and rights and benefits of a similar nature now enjoyed or intended to be enjoyed by any other part of the estate over the premises.
2. Such rights of access to and entry upon the premises by the Vendor, and the owners of the other units or tenants or owners of adjoining units as are necessary for the proper performance of their obligations hereunder and under the covenants relating to other units and similar to those herein contained.
3. The burden of any covenants entered into by the Vendor with the owners of other units insofar as such covenants are intended to bind the premises or the Purchaser.
4. The free passage and running to and from the reserved property or any part thereof of water, soil, gas, electricity, telephone signals, oil and heating fuels and other services through pipes drains, sewers, mains, ducts, cables and wires now in under or over or at any time with twenty one years (21 Years)

from the date of the above written transfer to be in under or over the property hereby transferred.

5. The right to connect up with, and to cleanse repair, and renew the said pipes, drains sewers, mains, ducts, conduits, cables and wires and within 21 years from the date of this transfer to construct on the land hereby transferred pipes, drains, sewers, ducts, mains, conduits, cables and wires and to cleanse repair and renew the same AND for the aforementioned purposes to enter upon the transferred land with workmen and others and all necessary equipment making good any damage thereby occasioned but not being responsible for any temporary inconvenience caused by such works.
6. Notwithstanding that the estate has been designed for development as an estate for industrial purposes the Vendor shall not be under any obligation to complete such development and may alter such development in such manner as he may wish and there is reserved unto the Vendor full right and liberty to execute such works and erections upon the reserved property or any part thereof in such manner as he may think fit and notwithstanding that the access of light and air to the transferred land and the buildings thereon may thereby be interfered with.

SIXTH SCHEDULE

COVENANTS BY THE PURCHASER so that the benefit thereof maybe annexed to all the reserved property and other units and every part thereof. Any of the negative covenants in this part of the Schedule which restrain the Purchaser from doing any act or thing shall be read and construed as a covenant by the Purchaser not to do or permit or suffer any said act or thing to be done.

1. Not to do any act or thing which shall be or maybe or may become a nuisance or annoyance or cause damage or inconvenience to the Vendor, his heirs, and assigns or to the owner or occupier of any other adjoining Unit or the neighbourhood or which may tend to depreciate or lessen the value of the estate of the Vendor, or any part thereof, as an industrial estate or whereby any policy of insurance for the time being effected on the estate or any part thereof (including the premises) may be rendered void or voidable or whereby the rate of premium maybe increased.
2. Well and substantially to repair, cleanse, maintain and amend and keep the premises roof, drains, sewers, party walls and pipes thereof with all necessary reparations, cleansing and amendments whatsoever.
3. Before repairing any joist or beam to which is

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estate and before carrying out any repairs or works which the Purchaser is required to carry out hereunder and for the carrying out of which the Purchaser requires access to any other part of the estate, to give reasonable notice (and except in cases of extreme urgency at least forty eight hours notice) in writing to the occupier of that part of the estate the roof of which is attached to that joist or beam or to which the purchaser requires access as the case maybe.

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The Purchaser shall on giving such notice be entitled to repair that joist or beam or carry out those repairs or works and in sodoing to have required access to that other part of the estate but shall act carefully and reasonably doing as little damage as possible to any part of the estate and making good any damage caused.

4. Not to make any alterations to the premises without the approval in writing of the Vendor to the plans and specifications and shall make those alterations only in accordance with those plans and specifications when approved.
 5. Not to use the premises or any part thereof for any illegal or immoral purposes but the Purchaser shall use them for the purposes of industrial trade or business.
 6. Not to use the forecourt of the premises for the
- debris

garbage, deleterious matter or litter of any nature. Not to use the forecourt of the premises for the repair or service of plant or vehicles.

7. To comply with and observe any reasonable regulations made by the Vendor consistent with the provisions of this Deed to govern the use of the units and the reserved property. Such requirements maybe restrictive of acts done on the estate detrimental to its character or amenity. Any costs or expenses incurred by the Vendor preparing such regulations or supplying copies of them or in doing works for the improvement of the estate or in providing services to the Purchaser and other owners of the units shall be deemed to have been properly incurred by the Vendor in pursuance of the obligations of the Vendor under the Seventh Schedule notwithstanding the absence of any specific covenant by the Vendor to incur them and the Purchaser shall keep the Vendor indemnified from and against his due portion thereof.
8. Not to sell part only of the premises.
9. Not to keep in any of the car parking areas any caravan, boat, debris, litter or any deleterious matter whatever.

SEVENTH SCHEDULE

(covenants on the part of the Vendor)

The Vendor shall:-

1. Keep the reserved property and all fixtures and fittings thereon and additions thereto in a good and tenantable state of repair, decoration and condition (including the renewal and replacement of all worn or damaged parts) and will INDEMNIFY and KEEP INDEMNIFIED the Purchaser, his Mortgagees, Executors, Administrators and Assigns against all actions, proceedings, costs, damages claims and expenses in which they maybe involved or which they may incur arising out of the non-maintenance of the road, foot-paths, sewers, water mains on the reserved property, PROVIDED that nothing herein contained should prejudice the Vendor's right to recover from the Purchaser or any other person the amount or value of any loss or damage suffered by or caused by the Vendor or the reserved property by the negligence or other wrongful act or default of the Purchaser or other such person.

2. To pay a fair portion of the expense of repairing and maintaining all party walls bounding the reserved property.

3. Before repairing any joist or beam to which is attached the roof of any other part of the estate and before carrying out any repairs or works to the reserved property for the carrying out of which he requires access to the premises, give reasonable notice (and except in cases of extreme urgency at least

purchaser. The Vendor shall on giving such notice be entitled to repair that joist or beam or carry out those repairs or works and in doing so to have any required access to the premises but shall act carefully and reasonably doing as little damage as possible to the premises and making good all damage done.

4. To keep in good order the reserved property.

ALL THE COVENANTS and obligations of the Vendor contained in or arising under this Schedule are subject to the proviso that the Purchaser shall not be entitled to any compensation in respect of any dislocation of any of the services to be provided by the Vendor when such dislocation occurs outside the control of the Vendor.

IN WITNESS whereof the Vendor has set his hand and affixed his seal and the Purchaser has set his hand and affixed his seal the day and year first herein written.

SIGNED SEALED AND DELIVERED

by the said JOHN MANNION in
the presence of:-

John Mannion

Anthony J. O. J. O'Neil

John Mannion

John Mannion

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SIGNED SEALED AND DELIVERED

by the said SEAN JOYCE in
the presence of:-

Sean Joyce

Donald Joyce
John
Allen