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Title Number SL175966

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THIS CONVEYANCE is made the 19th day of December 1991 BETWEEN (1) DENIS RUPERT SADLER of Coveridge Fields Farm Wheathill Burwarton near Bridgnorth in the County of Shropshire ("the Vendor") and (2) LESLIE WILLIAM, HOMFRAY of 17 Sundour Crescent Wednesfield Wolverhampton ("the Purchaser")
NOW THIS DEED WITNESSES as follows:-

1. Definitions

In this Conveyance:

1.1 "the Property" means the property described in the First Schedule

1.2 "the Plan" means the plan annexed to this Conveyance

1.3 "the Rights Granted" means the rights set out in the Second Schedule

1.4 "the Retained Land" means the land adjoining or neighbouring the Property retained by the Vendor and shown edged Green on the Plan

1.5 "the New Exceptions and Reservations" means the exceptions and reservations set out in the Third Schedule

1.6 "the Existing Matters" means the covenants and other matters affecting the Property set out in the Fourth Schedule

1.7 "the New Restrictive Covenants" means the restrictive covenants set out in the Fifth Schedule

1.8 "the New Positive Covenants" means the positive covenants set out in the Sixth Schedule

1.9 "the Agreements and Declarations" means the agreements and declarations set out in the Seventh Schedule

1.10 "the Documents" means the documents specified in the Eighth Schedule

2. Recitals



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2.1 The Vendor is seised of the Property (with other Property not subject to this Conveyance) for an estate in fee simple in possession subject as mentioned below but otherwise free from incumbrances

2.2 The Vendor has agreed to sell the Property to the Purchaser for the sum of £20,000.00 (TWENTY THOUSAND POUNDS) for the same estate Excepting and Reserving and subject as mentioned below

3. Conveyance

In consideration of £20,000.00 (TWENTY THOUSAND POUNDS) paid by the Purchaser to the Vendor (the receipt of which the Vendor acknowledges) the Vendor as beneficial owner conveys unto the Purchaser ALL THAT Property TOGETHER WITH the Rights Granted and EXCEPTING AND RESERVING unto the Vendor in fee simple for the benefit of the Retained Land the New Exceptions and Reservations TO HOLD the same unto the Purchaser in fee simple SUBJECT TO and (where appropriate) with the benefit of the Existing Matters

4. The New Restrictive Covenants

The Purchaser covenants with the Vendor to observe and perform the New Restrictive Covenants with the intention that:

4.1 The burden of this covenant shall run with and bind each and every part of the Property

4.2 The benefit of this covenant shall be annexed to and run with each and every part of the Retained Land

4.3 Neither the Purchaser nor his personal representatives shall be liable for any breach of the New Restrictive Covenants committed on any part of the Property after he or they have parted with all interest in the Property or that Property of which the breach is committed

4.4 The Vendor and his successors in title and the owner or

owners for the time being of the Retained Land shall have power from time to time to waive or vary or release any of the new Restrictive Covenants by any Deed or by writing

5. The New Positive Covenants

The Purchaser covenants with the Vendor that the Purchaser and his successors in title will observe and perform the new Positive Covenants

6. Indemnity Covenant

With the object of giving the Vendor a complete indemnity but not for any other purpose the Purchaser covenants with the Vendor from the date of this Conveyance to observe and perform the existing matters so far as they relate to the Property and are capable of being enforced and any breach of them would or could expose the Vendor to liability and to that extent to indemnify the Vendor against all costs claims and demands in respect of any breach of them

7. The Agreements and Declarations

The Agreements and Declarations shall apply to this Conveyance

8. Acknowledgement for Production

The Vendor acknowledges the right of the Purchaser to the production of the documents and to delivery of copies of them and undertakes for the safe custody of the same

9. Certificate for Value

It is hereby certified that this transaction hereby effected does not form of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate value of the consideration exceeds £30,000.

IN WITNESS whereof this Deed has been executed the day and year first before written

THE FIRST SCHEDULE

The Property

ALL THAT piece or parcel of land being Ordnance Survey Number 134 and comprising 11.846 acres or thereabouts and being part of Coveridge Fields Farm Wheathill Burwarton near Bridgnorth in the County of Shropshire All which said property is for the purpose of identification only delineated and edged red on the Plan

THE SECOND SCHEDULE

Rights Granted

SUBJECT to the Purchaser and his successors in title to the Property observing and performing the covenants and obligations contained in clauses 4 and 5 and Schedules 5 and 6 herewith and in so far as the Vendor has power to grant the same the following rights for the Purchaser:-

- (a) a right of way for the Purchaser and his successors in title to the Property (in common with the Vendor and all other persons having the right of way) to pass and repass with or without vehicles at all times and for all purposes in connection with the use of the Property for the growing of crops for a Nursery/market Garden over and along the accessway ("the Accessway") between the points marked 'X' and 'Y' on the Location Plan SUBJECT to the payment of 10% of the costs of repairing and maintaining the Accessway to a reasonable agricultural standard and in any event to a standard not lower than at the date of this Conveyance
- (b) a right for the Purchaser and his successors in title to the Property to take a supply of water from the mains water pipe (the approximate position of which is shown by the

letter 'W' on the Plan) having first provided a separate system to meter such supply to the reasonable satisfaction of the Vendor or his successors in title and also to the satisfaction of the Severn-Trent Water Authority or other appropriate body before any such supply is taken by the Purchaser or his successors in title through the existing water supply pipes TOGETHER WITH the right to enter upon so much of the retained land as is reasonably necessary to enable the Purchaser and his successors in title to inspect repair maintain renew and replace the new water pipe and water meter system mentioned above SUBJECT to the Purchaser and his successors in title keeping the new water pipe in good repair and water tight condition and keeping the water meter system mentioned above in good and working order and SUBJECT to such rights being exercised:-

0.1. so as to cause as little damage as reasonably possible to the Retained Land in the exercise of those rights and

0.2. to make good all damage so caused in the exercise of these rights

THE THIRD SCHEDULE

The New Exceptions and Reservations

There is reserved unto the Vendor and his successors in title to the Retained Land the right to take a supply of water from the mains water pipe the approximate position of which is shown by a dotted blue line on the Plan through the existing water supply pipes serving the Retained Land TOGETHER with the right to enter upon so much of the Retained Land as is reasonably necessary to

enable the Vendor and his successors in title to inspect repair renew and replace the said water supply pipe and subject to the Vendor and his successors in title keeping the water supply pipe in good repair and water tight condition and Subject to such rights being exercised:-

- 0.1. so as to cause as little damage as reasonably possible to the Property in the exercise of those rights and
- 0.2. making good all damage caused to the parts of the Property being entered and any crops on it in the exercise of the above mentioned rights to the reasonable satisfaction of the Purchaser and or his successors in title and paying reasonable compensation for any damage not capable of being made good

THE FOURTH SCHEDULE

The Existing Matters

The Property is sold subject to the Severn-Trent mains water pipe crossing the Retained Land the approximate position shown by the blue line

THE FIFTH SCHEDULE

The New Restrictive Covenants

- 0.1. Not to use the Property or any part thereof allow or permit it to be used for any purpose other than the growing of crops for a Nursery/Market garden
- 0.2 Not to sell anything on the Property itself
- 0.3 Not to allow any customer to use the Accessway to the Property
- 0.4 Not to use the Property or any part of it for any purpose

which may be or become a nuisance (whether or not amounting to a legal nuisance) or an annoyance or obnoxious to the Vendor or his successors in title (including tenants and occupiers) to the Retained Land or any part of it or which tends to diminish or lessen the value of the Property or any building erected on any part of it

- 0.5 Not to cause any damage whatsoever to the mains water supply pipe which crosses the Property

SIXTH SCHEDULE

The New Positive Covenants

- 0.1. On demand to pay to the Vendor or his successors in title 10% of the cost of maintaining the Accessway on the Plan as provided for in Schedule 2
- 0.2 Within one month from the date of this Conveyance to block up completely the existing gateway which is near the new water meter system marked 'W' on the said Plan
- 0.3 To make the new gateway and hang thereon a gate in the position marked 'Y' on the said Plan
- 0.4 To pay all water charges as recorded by the water meter to the Severn-Trent Water Authority or any other appropriate body
- 0.5. At all times after the date of this Conveyance to maintain in good repair and working condition
- (a) the water meter metering the supply of water to the Property and
- (b) a new water pipe leading to the Property
- 0.6. To keep and maintain in a stockproof condition all premises surrounding the Property

