

DATED

24th. April

1983

J.M.H. DEVELOPMENTS LTD.

- to -

WEST WILTSHIRE DISTRICT COUNCIL

CONVEYANCE of land at Pine Walk, North Bradley,  
Wilts.

D.C. Wilkie  
Solicitor  
West Wiltshire District Council  
Bradley Road  
Trowbridge  
Wilts

Appendix 11.

THIS CONVEYANCE is made the

*April*

*Twenty Seventh* 29 MAY 1983 day of  
One thousand nine hundred and eighty-three ~~BETWEEN~~ 1981

J M H DEVELOPMENTS LIMITED whose registered office is situate at 2-3 Silverless Street Marlborough in the County of Wilts (hereinafter called "the Vendor") of the one part and WEST WILTSHIRE DISTRICT COUNCIL of Bradley Road Trowbridge in the said County of Wilts (hereinafter called "the Council") of the other part

WHEREAS: The Vendor is seised of the property hereinafter described for an estate in fee simple subject only as hereinafter mentioned but otherwise free from incumbrances and has agreed to convey the same to the Council in manner hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of the sum of ONE POUND paid out by the Council to the Vendor (the receipt of which sum the Vendor hereby acknowledges) and of the release hereinafter contained the Vendor as beneficial Owner hereby conveys unto the Council ALL THAT piece or parcel of land situate at North Bradley in the County of Wilts formerly forming part of OS numbers 223 229 238 and part of the boundary hedgerow and ditch separating fields 239 and 238 which said land is delineated on the plan annexed hereto and thereon edged red (hereinafter called "the Property" TOGETHER (so far as the Vendor can convey the same and in so far as it relates to the Property) WITH the benefit of the rights granted by a Deed of Grant of Easement dated the thirtieth day of March One thousand nine hundred and seventy-two and made between Raymond Harold Hutchins and Jeffrey George Lovering of the one part and the Vendor of the other part AND TOGETHER ALSO (so far as the Vendor can convey the same and insofar as they relate to the Property) with the benefit of the rights liberties and authorities specified in Part 2 of the First Schedule to the Conveyances specified in the First Schedule hereto (hereinafter called "the Scheduled Conveyances") EXCEPT AND RESERVING as is mentioned in clause 2 hereof TO HOLD the same unto the Council in fee simple SUBJECT to the stipulations agreements covenants and provisions contained in a Deed of Grant dated the Thirty-first day of October One thousand nine hundred and fifty nine and made between Edwin Leslie Robertson Watts of the One part and Trowbridge and Melksham and District Water Board of the other part

2. Out of the conveyance hereinbefore contained there are excepted and reserved (i) to the Vendor and its successors in title or other the owner or owners for the time being of the land intended to be benefitted thereby being the adjoining land of the Vendor edged blue on the plan annexed hereto lettered A (hereinafter called "the Blue land") and any other land for the time being of the Vendor or other the person or persons entitled thereto and every part thereof the following rights that is to say

(a) The right at any time within twenty years from the date hereof to enter into and upon the Property for the purpose of laying erecting or constructing any sewers drains

channels conduits cables wires or pipes to serve any part of the said land of the Vendor and to connect the same to any existing or future sewer drain channel conduit cable wire or pipe which may now be constructed or may hereafter be constructed through or over the Property within such period of twenty years any such connection to be made in any present or future manhole or other location which may now or may hereafter serve any existing or future drain sewer or other such matter on the Property TOGETHER WITH the right of laying and constructing thereunder any new drain sewer or other such matter or item for the purpose of making such connection but so in any such case as to cause as little damage as possible and making good the surface without unnecessary delay at the sole expense of the person exercising the said right.

(b) The right of free passage and running of water soil electricity and gas through any drains sewers channels conduits cables wires or pipes now existing or which may be constructed within twenty years from the date hereof and which may from time to time or at any time serve the said land of the Vendor or any part or parts thereof.

(c) The right at any time hereafter to enter into and upon the Property for the purpose of repairing maintaining renewing and cleansing any such drain sewers channels conduits pipes cables or wires serving the whole or any part of the said land of the Vendor causing as little damage as possible and making good the surface without unnecessary delay at the sole expense of the person exercising the said right.

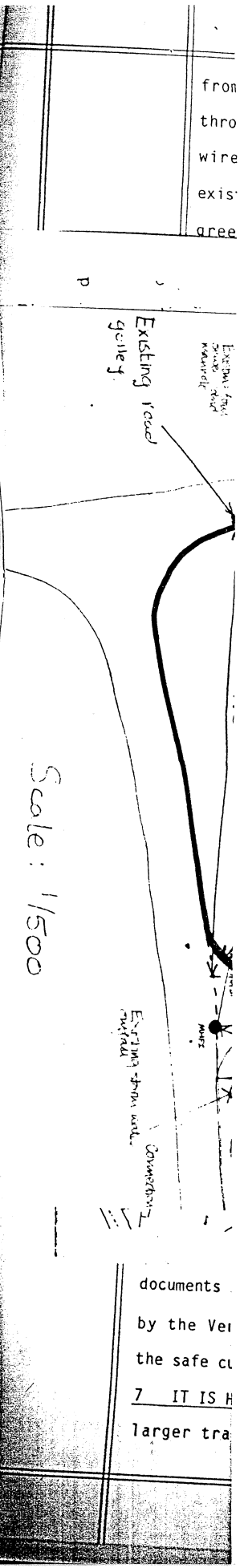
(d) All easements quasi easments liberties privileges rights and advantages now or heretofore occupied or enjoyed by the said property of the Vendor over or in respect of the Property and which would be implied by statute or by reason of severance in favour of a purchaser of the said property of the Vendor if the same had been conveyed to such purchaser and the Property had been retained by the Vendor.

(ii) to the Vendor or other the owner or owners for the time being of the land edged green on the plan annexed hereto lettered B (hereinafter called "the Green Land") or any part or parts thereof.

(a) All easements quasi-easements privileges rights and advantages now or heretofore occupied or enjoyed by the green land over or in respect of the Property which would be implied by statute or by reason of severance in favour of a purchaser of the green land if the green land had been conveyed to such purchaser and the Property had been retained by the Vendor.

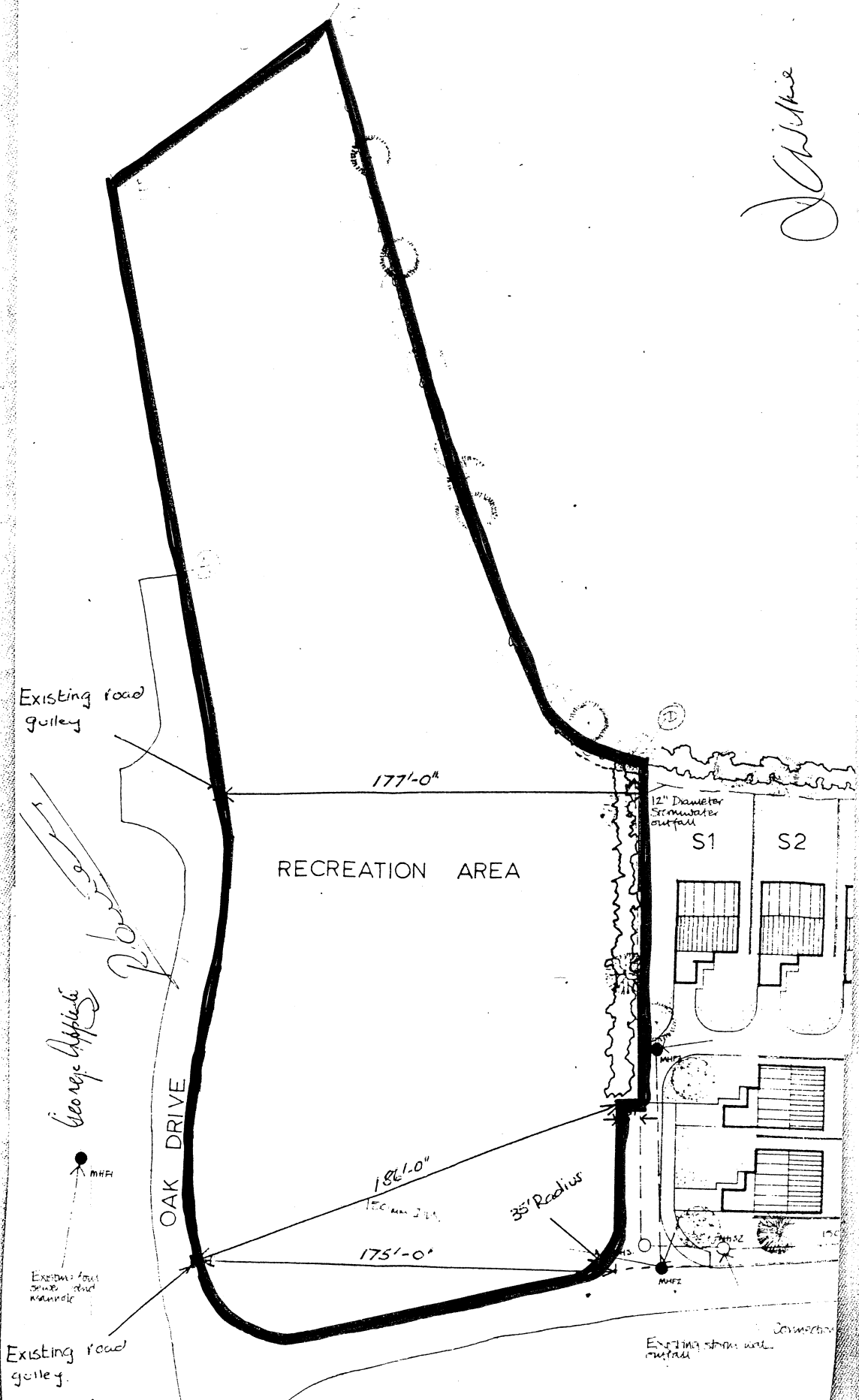
(b) The right to the free use of the green land for building or other purposes notwithstanding any nuisance annoyance disturbance or interference with the Property or the use thereof.

(c) Without prejudice to the generality of the foregoing the unimpeded passage or running of water soil gas electricity power and telephone from all or any part or parts of the green land and the buildings built or to be built within the period of 80 years



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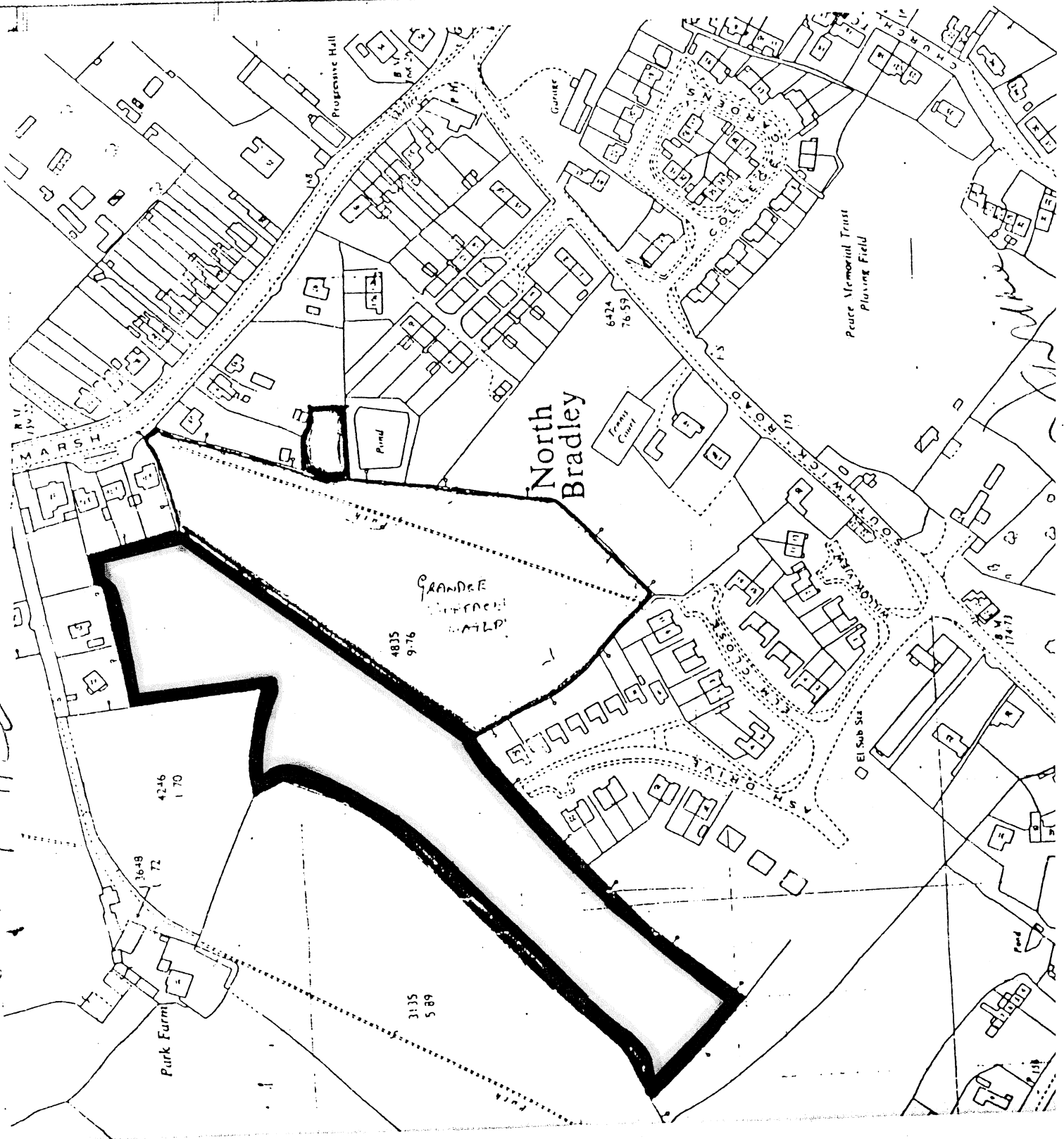


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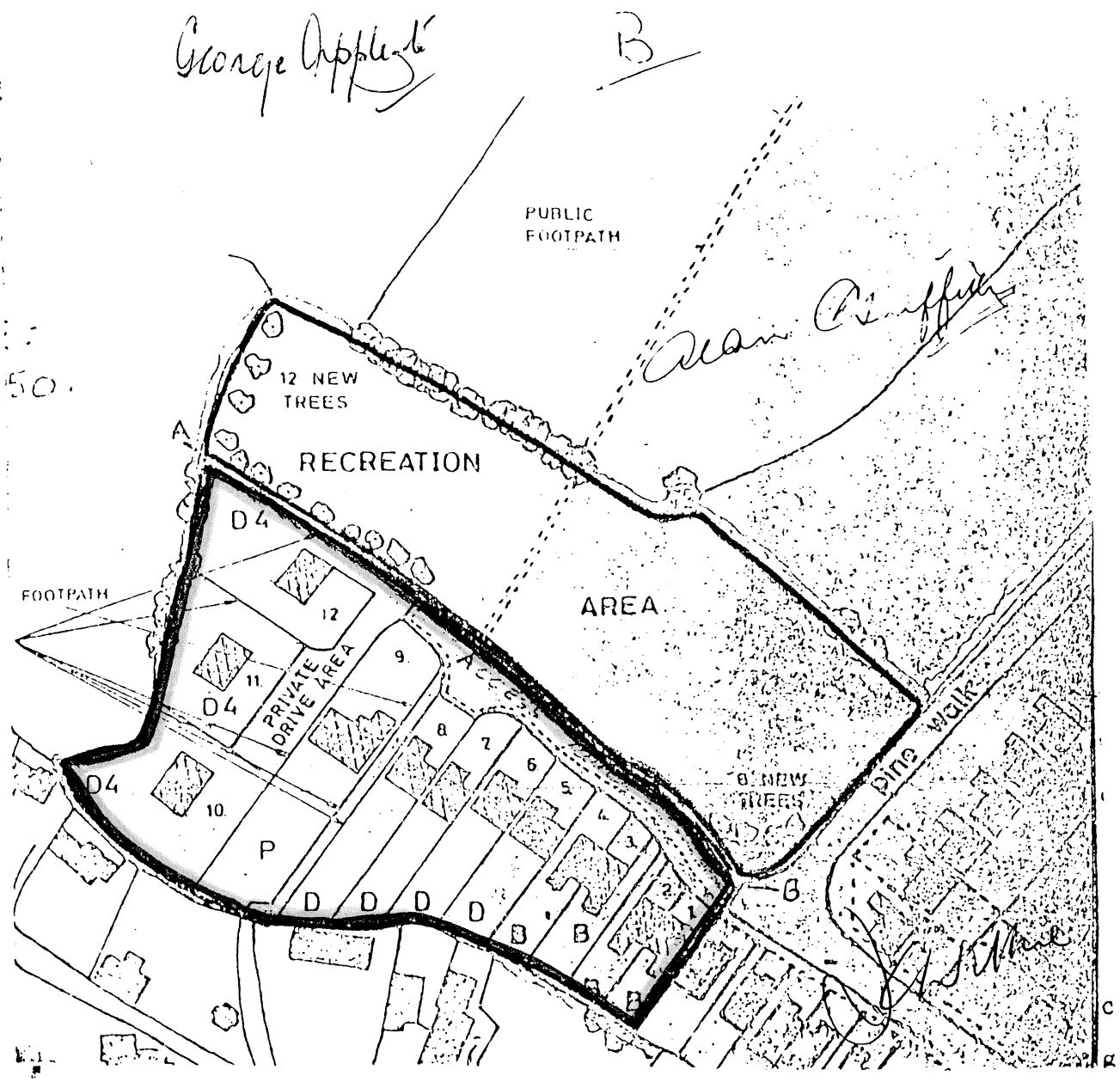
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from the date hereof (which will be the perpetuity period applicable hereto) thereon through and by all or any of the channels sewers drains watercourses conduits cables wires or pipes which now exist or shall hereafter (but within such period) be made or exist in upon under or over any part of the Property the owners and occupiers of the green land or any part or parts thereof respectively paying a fair proportion of the charges of cleaning and repairing the said existing and future channels sewers drains watercourses conduits cables wires or pipes to be so used by them respectively and of the charges of constructing laying or providing any fresh ones made within the said period which will be used by them respectively\_\_\_\_\_

3 IN consideration of the conveyance hereinbefore contained the Council hereby releases the Vendor its successors in title and assigns from the obligations on the Vendor's part contained in clause 1(a) and the Schedule of an Agreement dated the Twenty seventh day of August One thousand nine hundred and seventy five and made between the Council of the one part and the Vendor of the other part and in Clause 7 of an Agreement dated the Sixteenth day of October One thousand nine hundred and seventy-five and made between the Vendor of the one part and the Council of the other part and the First Schedule thereto\_\_\_\_\_

4 IT IS HEREBY AGREED AND DECLARED by and between the Vendor and the Council that the Council shall not be entitled to any easements or right of light air or otherwise which would restrict the free use of the Blue land or the Green land or any part thereof for building or other purposes\_\_\_\_\_

5 (a) The Council covenants with the Vendor to the intent and so as to bind the property or any part or parts thereof into whosoever hands the same may come and all persons who shall for the time being be the owner of any estate or interest in or the occupier of the Property and for the benefit and protection of the green land and each and every part thereof to perform and observe the covenants and conditions specified in the first part of the Third Schedule hereto\_\_\_\_\_

(b) The Council covenants with the Vendor to the intent and so as to bind the Property or any part of parts thereof into whomsoever hands the same may come and all persons who shall for the time being be the owner of the estate or interest in or the occupier of the Property to perform and observe the covenants and conditions set out in the second part of the Third Schedule hereto\_\_\_\_\_

6 The Vendor hereby acknowledges the right of the Council to the production of the documents specified in the Second Schedule hereto (the possession of which is retained by the Vendor) and to delivery of copies thereof and undertakes with the purchaser for the safe custody of the said documents\_\_\_\_\_

7 IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or

with the Property or  
impeded passage or  
or any part or parts  
period of 80 years

value or the aggregate amount or value of the consideration exceeds twenty five thousand pounds.

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

THE FIRST SCHEDULE

<u>DATE</u>	<u>PROPERTY</u>	<u>PURCHASERS</u>
29th November 1977	25 Oak Drive, North Bradley	Mr. & Mrs. D.J.Cheale
31st January 1978	Plot D2 being 27 Oak Drive, North Bradley	Mr. & Mrs.A.E.Stone
10th February 1978	29 Oak Drive, North Bradley	Mr. & Mrs. I.F. Greenaway
15th February 1978	33 Oak Drive, North Bradley	J.A. Langley Esq. and Mrs. J. Jones
23rd March 1978	31 Oak Drive, North Bradley	Mr. & Mrs.D.J. Fardell
14th April 1978	37 Oak Drive, North Bradley	Mr. & Mrs.C.K.Pitman
21st April 1978	35 Oak Drive, North Bradley	Mr. & Mrs.Leslie Holt
26th June 1978	41 Oak Drive, North Bradley	Mr.& Mrs. J.D. Matthews
25th August 1978	39 Oak Drive, North Bradley	Mr. & Mrs. D.G.Shelland
30th April 1979	49 Oak Drive, North Bradley	Mr. & Mrs.R.H. Emery
25th October 1979	238 North Bradley	Mr. & Mrs. J. Sanders
30th August 1979	47 Oak Drive, North Bradley	Mr. & Mrs.N.G.P.Raines
6th April 1981	43 Oak Drive, North Bradley	Mr.& Mrs.P.E. Kendrick
13th August 1982	garden ground forming part of 43 Oak Drive, North Bradley	Mr.& Mrs.P.E.Kendrick

THE SECOND SCHEDULE

<u>DATE</u>	<u>DOCUMENT</u>	<u>PARTIES</u>
29 September 1978	CONVEYANCE	Mrs V G Stafford (1) The Vendor (2)
30 March 1972	CONVEYANCE	Messrs R H Hutchins & J G Lovering (1) The Vendor (2)
30 March 1972	DEED OF GRANT	Messrs R H Hutchins & J G Lovering (1) The Vendor (2)
1 October 1976	LEGAL CHARGE (Receipt endorsed 17 August 1978)	The Vendor (1) Barclays Bank Ltd (2)
11 September 1978	LEGAL CHARGE	The Vendor (1) Lloyds



(With Vacating Receipt Bank Limited (2)  
24th October 1978 endorsed)

THE THIRD SCHEDULE

FIRST PART

(a) Not to use or permit to be used the Property or any part or parts thereof so as to cause any nuisance annoyance disturbance or interference with the green land.

(b) To keep and maintain the Property and all parts thereof in a neat and tidy condition free from excessive growth or weeds.

(c) To procure with any person or persons to whom the Property or any part thereof shall be conveyed shall enter into a covenant with the Vendor in the terms of sub-section (b) and this sub-section.

SECOND PART

(i) Not to use or permit to be used the Property or any part or parts thereof except as a recreation area for use by the public at large and not to construct or erect or permit to be constructed or erected any building outbuilding or shed (whether permanent or temporary) on any part of the Property except those as may be required in connection with the proper use and enjoyment of the Property as a recreation area after approval by the Vendor whose approval will not be unreasonably withheld.

(ii) In this part of this Schedule the expressions "the Vendor and "the Council" shall where the context so admits and without prejudice to the operation of Section 78 and 79 of the Law of Property Act 1925 include their respective successors in title and the persons respectively claiming through or under them.

(iii) If the rule of law known as the Perpetuity Rule shall be applied to the covenant contained in sub-section (i) of this part of this Schedule (but not further or otherwise) it is hereby declared that the said covenant shall not have effect after the expiration of a period of 79 years from the date hereof which said period is hereby declared to be the perpetuity period for the purposes hereof. If at any time before the expiration of seventy-nine years from the date hereof the Property or any part or parts thereof shall be used or occupied for any purpose or purposes other than the purpose of a single private dwellinghouse or shall be developed in any way other than a way permitted by the immediately preceding clause hereof then and in such a case the Vendor or other the person or persons in whom the benefit of the rights and interest hereby conferred shall for the time being be vested may serve upon the Purchaser or other the owner or owners for the time being of the freehold estate in the Property or (as the case may be) of the relevant part or parts thereof a notice in writing referring to the said use or occupation for a purpose other than the said purpose or (as the case may be) the contravening development and requiring that the said use or occupation or contravening development shall be discontinued or removed within such period (not being

Twenty five thousand

in respective Common

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E.Stone

.F.

Esq. and

s

J. Fardell

K.Pitman

slie Holt

D. Matthews

.G.Shelland

.H. Emery

J. Sanders

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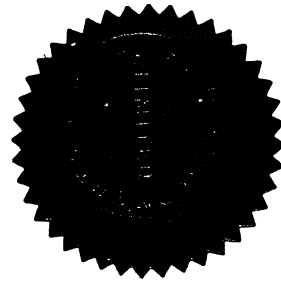
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less than twenty-one days) as may be specified in the notice and if at the end of the said period the said use and occupation or the said contravening development shall not have been discontinued or removed in its entirety then and in any case it shall be lawful for the person or persons serving the said notice and without prejudice to any other right or remedy which may be vested in him or them and notwithstanding any actual or constructive waiver of any previous right of re-entry or other right or remedy to enter upon the Property or any part thereof in the name of the whole and henceforth to hold and enjoy the same in fee simple in possession free from incumbrances or any derivative estates or interests and thereupon the person or persons exercising such right of re-entry shall become entitled to delivery up of all the title deeds and documents (and in case the title to the said property shall be registered any and every certificate and document relating to the registered title) relating to the Property

THE COMMON SEAL of )  
J.M.H. DEVELOPMENTS LIMITED )  
was hereunto affixed in the )  
presence of:- )



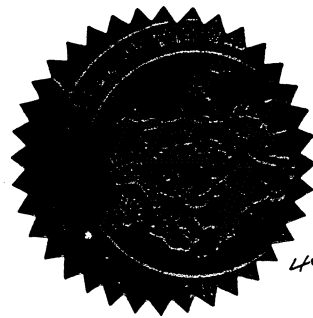
V.M. Hutchins Director

R. [unclear] Secretary

THE COMMON SEAL OF )  
WEST WILTSHIRE DISTRICT )  
COUNCIL was hereunto affixed )  
in the presence of:- )

George Appleby Member

J. Wilkie Solicitor



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