

£520 Oak

17/11/6

THIS CONVEYANCE is made the Eighth day of August 1990 One thousand nine hundred and ninety

BETWEEN LANDS DOWN HOMES LIMITED whose registered office is situate at Beazer House Lower Bristol Road Bath in the County of Avon (hereinafter called "the Vendor") of the one part and GEOFFREY CYRIL

REED and VERA ISABELLA REED of 15 Rydal Court Kingsbury Avenue Bolton in the County of Lancashire (hereinafter called "the Purchasers") of the other part.

WHEREAS the Vendor is seised of the property hereinafter described in fee simple in possession free from incumbrances and has agreed with the Purchasers for the sale thereof to them at the price of Fiftytwo thousand pounds.

NOW THIS DEED WITNESSETH as follows

1. IN consideration of the sum of FIFTYTWO THOUSAND POUNDS paid by the Purchasers to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby conveys unto the Purchasers ALL THAT plot of land situate at East Bower Bridgwater in the County of Somerset and being Plot Numbered 11 on the Vendor's Willow Court Estate (which expression shall mean all the land comprised in the Conveyance to the Vendor dated the Sixth day of October One thousand nine hundred and eightynine and is hereinafter called "the Estate") with the dwellinghouse erected or in the course of being erected thereon or on some part thereof and known or intended to be known as Number 23 Willow Court Wilkins Road Bridgwater aforesaid TOGETHER with the hard standing space numbered 11 and the walls or fences (if any) bounding the Property except those referred to in Clause 5(b) of this Conveyance ALL WHICH said plots of land are for the purpose of identification only and not by way of limitation or conveyance delineated on the plan annexed



hereto and thereon edged red (hereinafter called "the Property")  
TOGETHER WITH the right for the Purchasers and their successors in title  
owners and occupiers for the time being of the Property :-

(i) to the free passage and running of water and soil gas telephone  
signals electric current water and other services to and from the  
messuage or dwellinghouse to be erected on the Property through the  
sewers or drains watercourses electricity cables gas pipes water pipes  
and other service conducting media constructed or to be constructed or  
laid within the period of eighty years from the First day of June One  
thousand nine hundred and eightynine (hereinafter called "the specified  
period" which said period of years shall be the perpetuity period  
applicable to this Conveyance) in under or over the adjoining land  
comprising the Estate to the public sewer or main supply with full power  
at all times to enter into and upon the said adjoining land with or  
without workmen, for the purposes of inspecting repairing and renewing  
the same doing no avoidable damage and making good all damage which may  
be occasioned to the said adjoining land comprised in the Estate and the  
right to make use of any communal television aerial (if any is provided)  
(including related cables) now or during the specified period installed  
upon any part of the Estate

(ii) to have maintain and keep the leaves gutters spouts down pipes  
foundations and any other structures serving the Property overhanging or  
protruding beneath the adjoining land comprised in the Estate and to  
enter at all reasonable hours in the daytime upon the said adjoining  
land so far as may be necessary but not otherwise for the purpose of  
inspecting cleansing painting repairing renewing rebuilding and  
maintaining all the structures hereinbefore referred to making good all  
damage and/or disturbance thereby caused

(iii) in common with all others similarly entitled to pass and repass at all times and for all purposes over and along the pedestrian and vehicular access ways and common areas shown shaded on the plan attached hereto (but for the avoidance of doubt not the Maintenance Accessway Strip shown on the plan) laid for the accommodation of the dwellinghouses now or hereafter erected on any part of the Estate but so that the Vendor shall not be under any liability whatsoever for any damage or injury sustained by the Purchasers or any persons authorised by them exercising such rights

(iv) to use the amenity areas shown shaded on the plan

(v) to lateral and subjacent support shelter and protection from any adjoining parts of the Estate and any dwelling or other structures erected or in the course of being erected thereon

EXCEPT AND RESERVING unto the Vendor and its successors in title and persons authorised by it and all other persons having the like right

(1) the free passage and running of water and soil gas telephone signals electric current water and other services to and from any adjoining and neighbouring lands and from all dwellinghouses and other buildings which may be erected on any adjoining or neighbouring land comprised in the Estate in and through the drains or sewers electricity cables (whether overhead or underground) gas pipes water pipes and other service conducting media constructed or to be constructed or laid within the specified period in under or over the Property with full power at all times hereafter with or without workmen and others to enter into and upon the Property for the purpose of laying and connecting with the same and inspecting repairing and renewing the same doing no avoidable damage making good all damage which may be done to the Property

(2) the right to have maintain and keep the leaves gutters spouts down

pipes foundations and any other structures serving any dwellinghouse erected on the adjoining land comprised in the Estate overhanging or protruding beneath the Property and to enter at all reasonable hours in the daytime upon the Property so far as may be necessary but not otherwise for the purposes of inspecting cleansing painting repairing renewing rebuilding and maintaining all the structures hereinbefore referred to making good all damage and disturbance caused thereby

(3) the right to lateral and subjacent support from the Property for any adjoining part of the Estate and any dwellings or other structures erected or in the course of being erected thereon

(4) the right within the specified period to divert or alter the course of the sewers drains pipes wires and cables now laid and serving the Property without payment of any compensation therefor but making good any damage which may be occasioned thereby

(5) the right to enter upon the Property with workmen and all necessary equipment and plant for the purpose of completing any landscaping complying with all requirements of the highway and drainage authorities and carrying out all necessary work relating to the development of the remaining properties on the Estate the Vendor making good at its expense any damage caused in the exercise of such right.

(6) such rights as are reasonably necessary for the carrying out of the rights and duties contained or referred to in the Deed of Covenant of even date herewith made between the Vendor of the first part Retirement Care Group PLC of the second part and the Purchasers of the third part including (but without prejudice to the generality of the foregoing) the tending of the gardens and amenity areas

(7) at any time hereafter or from time to time full right and liberty to execute works and erections upon or alter or rebuild any of the

buildings erected on its or their adjoining or neighbouring lands and to use its or their adjoining and neighbouring lands and buildings in such manner as it may think fit notwithstanding that the access of light and air to the Property may thereby be interfered with

(8) full right and liberty for South Western Electricity PLC to place underground electric lines and if appropriate conduits on and under the Property and thereafter to use the same PROVIDED ALWAYS that the said Service Company shall make good any damage caused as soon as practicable and shall not break open the surfaces of any land covered by a building

(9) all such rights and easements as are now vested in any corporate body person or persons for the use and convenience of other properties in the neighbourhood TO HOLD the same (except and reserved as aforesaid) unto the Purchasers in fee simple SUBJECT as hereinafter mentioned.

2. THE Purchasers hereby declare as follows:-

(a) The Purchasers shall hold the Property upon trust to sell the same with power to postpone the sale thereof and shall hold the net proceeds of sale and other money applicable as capital and the net rents and profits thereof until sale upon trust for themselves as beneficial joint tenants;

(b) Until the expiration of eighty years from the date hereof (which period shall be the perpetuity period applicable to the provisions of this Clause) the Purchasers or other the trustees for the time being of this Deed shall have power to mortgage charge lease or otherwise dispose of all or any part of the Property with all the powers in that behalf of an absolute owner.

3. FOR the benefit and protection of the Estate and each and every part thereof and so as to bind so far as may be the Property into

whosoever hands the same may come but so that the Purchasers shall not be liable for breach of these covenants occurring on or in respect of the Property or any part or parts thereof after they shall have parted with all interest therein the Purchasers hereby jointly and severally covenant with the Vendor that the Purchasers and those deriving title under them will at all times hereafter:-

(a) Observe and perform the covenants on the part of the Purchasers contained in a Deed of Covenant of even date herewith made between the Vendor of the first part Retirement Care Group PLC of the second part and the Purchasers of the third part.

(b) Not erect or allow to be erected on the Property or any part thereof any building or erection of any kind without first obtaining the written consent of the Vendor and in particular notwithstanding the provisions of Classes I and II of the Town and Country Planning General Development Orders 1973 to 1974 or any subsequent legislation no building extension structure or other enclosure shall be erected constructed or placed on the Property without the prior approval of the relevant Planning Authority and the Vendor.

4. THE Vendor reserves the right to modify waive or release all or any covenants stipulations or restrictions imposed by the Conveyances of parts of the Estate relating to any adjoining or neighbouring land now or hereafter belonging to the Vendor whether imposed or entered into before at the same time as or after the date hereof and the Vendor shall not in any way be bound by the plotting or general scheme of development of the Estate as may be shown on any plans at any time prepared by it in regard to the Estate and the Vendor may from time to time alter such plotting and scheme of development in such manner as it may deem fit.

5. PROVIDED ALWAYS AND IT IS HEREBY DECLARED :-

(a) that the Purchasers shall not be entitled to any right of light or air which would or might prejudicially affect the free and unrestricted user by the Vendor for building or other purposes and the assurance hereinbefore contained shall not be deemed or construed to imply the grant of any such right.

(b) that boundary walls or fences separating the Property from any other parts of the Estate comprising individual dwellinghouses and their gardens shall be party walls or fences.

6. THE Vendor hereby acknowledges the right of the Purchasers to the production and delivery of copies of the document specified in the Schedule hereto and undertakes with the Purchasers for the safe custody thereof.

7. THIS Conveyance of the Property will be required to be submitted to H.M. Land Registry as a Conveyance inducing compulsory first registration of title and the Purchasers and the Vendor hereby apply to the Registrar to enter on the Register the covenants restrictions stipulations and conditions herein contained or referred to so far as they are capable of registration and to enter upon the Proprietorship Register of the Property a restriction in the following form :-

Except under an order of the Registrar no disposition (save by way of mortgage or charge) by the Proprietor of the land shall be registered without the consent of Retirement Care Group PLC.

I N W I T N E S S whereof the Purchasers have signed this Instrument as their Deed in the presence of the person(s) mentioned below and the Vendor has caused its Common Seal to be hereunto affixed.

THE SCHEDULE

6th October 1989 CONVEYANCE of this date made between Beazer Homes (West) Limited (1) and the Vendor (2)

THE COMMON SEAL of (LANDS DOWN)  
HOMES LIMITED was hereunto )  
affixed in the presence )  
of :- )

Director

Director

SIGNED as his Deed in the presence)  
of the witness named below and )  
delivered by GEOFFREY CYRIL REED )

*W Taylor*  
8, RYDAN COURT, BOLTON BL1 5NJ

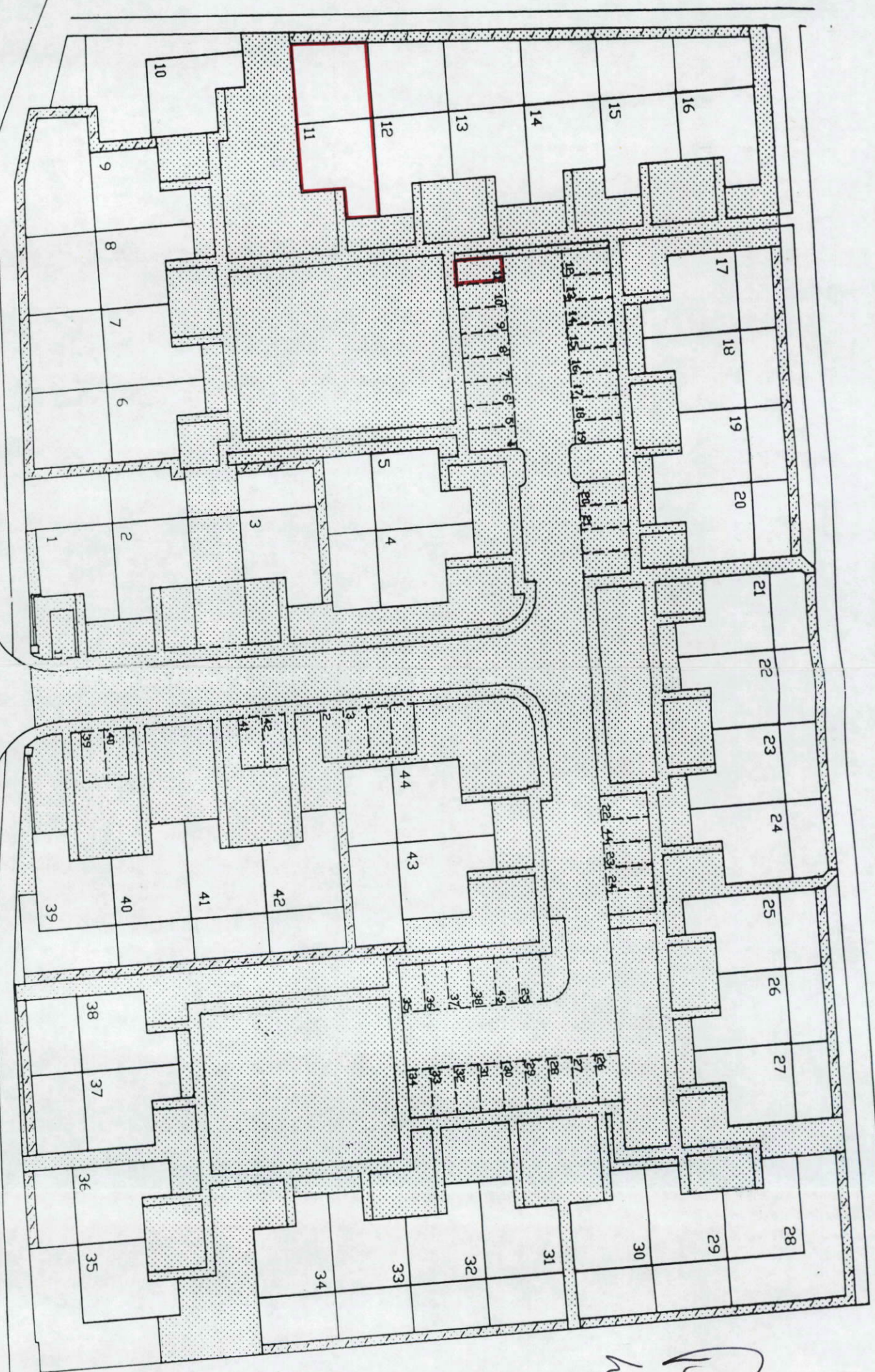
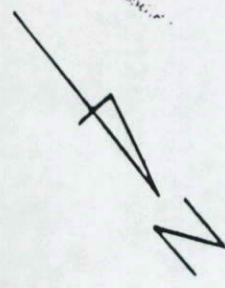
RETIRED

SIGNED as her Deed in the presence)  
of the witness named below and )  
delivered by VERA ISABELLA REED )

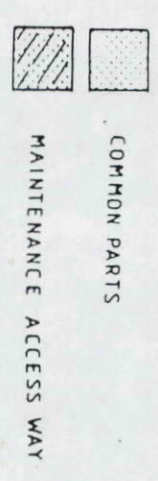
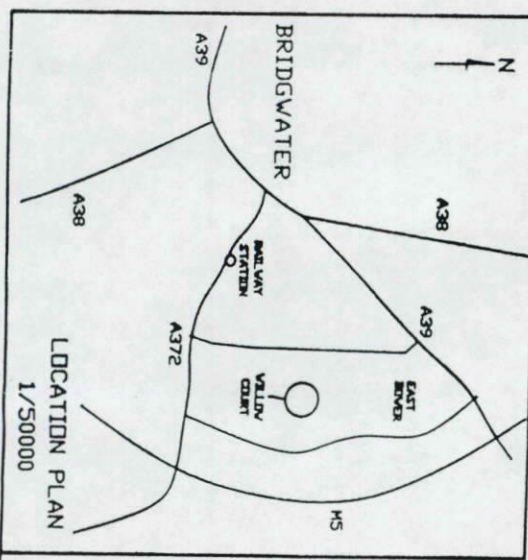
*W Taylor*  
8, RYDAN COURT, BOLTON BL1 5NJ

RETIRED





WILKINS ROAD



CONVEYANCE PLAN		WILLOW COURT BOWER	
SCALE	DATE	LANDOWN HOMES LTD	
1/500	NOV 89		
DRWG NO			
89/082/C1/A			



*W. Broadbent*