

These are the notes referred to on the following official copy

Title Number WT30079

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T51153

H.M. LAND REGISTRY

30 JUL 1985

FINANCE ACT 1931

Land Registration Acts 1925 to 1971

TRANSFER OF PART

(Freehold land imposing fresh restrictive covenants)

The title Number allotted to the land transferred will on registration be officially entered opposite

WT51153

County and District:

Wiltshire: North Wiltshire

Title Number:

WT50079

Property:

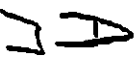
The Former Coach Houses Upper
Seagry Chippenham WillsDate: 22nd July 1985

1985

1. IN CONSIDERATION of the sum of TWENTY-FIVE THOUSAND POUNDS (£25,000.00) paid by WILLIAM (STONE BIRD) and PAMELA MAY BIRD of Portcullis House Acton Turville in the County of Avon (hereinafter called "the Purchasers") to PATRICK WILLIAM HEAD of The New House Upper Seagry Chippenham in the County of Wilts (hereinafter called "the Vendor") the receipt whereof is hereby acknowledged the Vendor as beneficial owner HEREBY TRANSFERS to the Purchasers the land shown edged red (but excluding the buildings shown coloured blue) on the plan bound up within (hereinafter referred to as "the Plan") being part of the land comprised in the title above mentioned with the buildings erected thereon or on some part thereof being part of the former Coach Houses Upper Seagry Chippenham in the County of Wills (all which said land and buildings hereby transferred are hereinafter referred to as "the property") TOGETHER WITH the rights and privileges set out in the First Schedule hereto for the benefit of the Purchasers and their successors in title the owners and occupiers of the property (in common with all others at any time similarly entitled) EXCEPT AND RESERVED to the Vendor and his successors in title the owners and occupiers of each and every part of the remainder of the land





comprised in Title Number WT 30079 (hereinafter called "the retained land") capable of benefitting thereby and all others now or hereafter authorized by the Vendor or otherwise similarly entitled the rights and privileges set out in the Second Schedule hereto. 

2. IT IS HEREBY EXPRESSLY AGREED AND DECLARED that:-

(a) The expression "the perpetuity period" means the period of eighty years from the date hereof

(b) The Purchasers and the persons deriving title under them shall not be entitled to any easement or right of light or air or otherwise other than those expressly granted hereby which may restrict or interfere with the free use of the retained land for building or other purposes and that the Vendor and the persons deriving title under him may from time to time and at any time interfere with or destroy the access of light and air to the property and the dwellings erections or other buildings at any time thereon by erecting new buildings or altering existing buildings on the retained land without notice to the Purchasers or the persons deriving title under them or other formality

(c) NOTHING contained in this Transfer shall be deemed to create a building scheme in respect of the land now or formerly comprised in Title Number WT30079 or any part thereof or to impose upon the Vendor or any persons any restrictions as regards any part of the retained land

(d) THE PURCHASERS shall within five years of the date hereof construct a new entrance drive in the area shown coloured brown on the plan the standard thereof to be to the reasonable satisfaction of the Vendor

3. THE Purchasers to the intent that this covenant may so far as possible bind all persons who now are or hereafter shall become entitled to any estate or interest in the property or any part

thereof and in the case of restrictive covenants so as to benefit the retained land and any part or parts thereof HEREBY COVENANT with the Vendor that the Purchasers and their successors in title will duly perform and observe the covenants and stipulations set forth in the Third Schedule hereto

4^A [THE Vendor to the intent that the covenant hereinafter mentioned may so far as possible bind all persons who now or hereafter shall become entitled to any estate or interest in the retained land or any part thereof and so as to benefit the property or any part thereof but not so as to bind the Vendor or any person after he or they shall have parted with all his or their estate and interest in the retained land HEREBY COVENANTS with the Purchaser that the Vendor and his successors in title to the retained land will not use or permit the use of the land immediately to the south of the Cricket Ground (which said land is hatched green on the plan attached to a transfer dated 30th June 1978 made between Margaret MacLellan Head Patrick William Head and Penelope Jane Head registered as Entry Number 1 in the Charges Register related to the Title herein) for any purpose other than agriculture or poultry farming or erect or permit to be erected any buildings upon the said land] 18

5. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds £30,000.00

IN WITNESS whereof the parties hereto have set their hands and seals the day and year first before written

THE FIRST SCHEDULE

(Rights and Benefits granted to the Purchasers)

1. A right of way with or without vehicles at all times and for all proper purposes connected with the property over and along so much of the driveway shown coloured brown on the plan as does not form part of the property in common with the owners for the time being of the retained land SUBJECT TO the Purchaser or her successors in title and other the owners for the time being of the



property paying a sum which together with such proportion or proportions (if any) paid by the owner or owners for the time being of the land coloured blue on the said plan amounts to at least three quarter of the cost of cleansing maintaining and repairing the said driveway or such other higher proportion as may be appropriate according to user

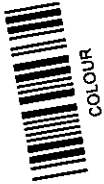
2. The right to the connection to and thereafter the uninterrupted passage and flow of surface and foul water soil and drainage water through such pipes drains and sewers as may be laid within the perpetuity period by the Vendor or his successors in title under the retained land or any part thereof SUBJECT TO the persons exercising such right paying a fair proportion of the cost of cleansing maintaining repairing and renewing any part of the same which is not for the time being maintainable at the public expense and any such costs attributable to the property pursuant to any lawful resolution assessment or determination of any local or other public or statutory authority shall be deemed to be a fair proportion for the purposes of this paragraph

3. The right from time to time to enter on the retained land or any part thereof for the purpose of cleansing maintaining repairing and renewing the said pipes drains and sewers the persons exercising such right making good all damage thereby caused provided that such liability to make good shall not release the Vendor or any other persons so entitled from liability to contribute towards the cost of such cleansing maintaining repairing and renewing which costs shall include the expenses of making good as aforesaid

E. [THE SECOND SCHEDULE

(Additional Exceptions and Reservations)

1. A right of way for the benefit of the retained land with or without motor vehicles and heavy lorries at all times and for all



proper purposes connected with the use of the retained land as a poultry farm over and along the driveway shown coloured green on the plan 

2. The right to the connection to and thereafter the uninterrupted passage and flow of surface and foul water soil and drainage water through such pipes drains and sewers as may be laid within the perpetuity period by the Purchasers or their successors in title under the property or any part thereof SUBJECT TO the persons exercising such right paying a fair proportion of the cost of cleansing maintaining repairing and renewing any part of the same which is not for the time being maintainable at the public expense and any such costs attributable to the property pursuant to any lawful resolution assessment or determination of any local or other public or statutory authority shall be deemed to be a fair proportion for the purposes of this paragraph

3. The right from time to time to enter on the property or any part thereof for the purpose of cleansing maintaining repairing and renewing the said pipes drains and sewers the persons exercising such right making good all damage thereby caused provided that such liability to make good shall not release the Purchasers or any other persons so entitled from liability to contribute towards the cost of such cleansing maintaining repairing and renewing which costs shall include the expenses of making good as aforesaid



COLOUR

THE THIRD SCHEDULE

(Covenants and Stipulations)

1. Should the property or any part thereof be used and so long as it is so used for the purposes of residential development not without the prior written consent of the Vendor to convert or use any building erected or to be erected on the property or any part thereof other than for not more than one private residential

dwelling

2. Not to do or keep or suffer to be done or kept on the property or any part thereof any act or thing or to omit or to do anything whereby such act or thing or omission may be or become a nuisance or annoyance or cause inconvenience injury or damage to the Vendor or to the owners or occupiers of any adjoining or neighbouring property

3. Not to excavate any sand gravel or earth from the property or any part thereof except in the course of excavating for foundations and services and laying out gardens thereon

4. Within six months of the date hereof to erect and thereafter maintain to the reasonable satisfaction of the Vendor in good repair order and condition a stock proof post and plain wire fence on the boundaries between the points marked A B C and D on the plan

5. Within six months of the date hereof to erect and thereafter maintain to the reasonable satisfaction of the Vendor in good repair order and condition a post and wire or post and rail fence between the points marked D and E on the said plan

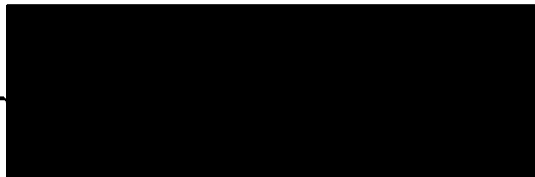
6. Properly to maintain and replace any trees now on the property when practicable and any trees or shrubs planted or to be planted on the property under any landscaping and tree planting scheme as necessary in compliance with the reasonable requirements of the local planning authority

7. To repair any damage caused to the retained land consequent upon the development of the property and to reinstate the same to the reasonable satisfaction of the Vendor

SIGNED SEALED AND DELIVERED
by the said PATRICK WILLIAM
HEAD in the presence of :

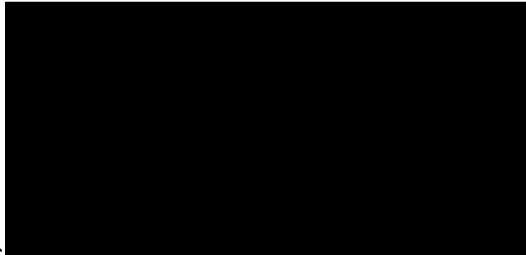
J.S. Haigh.

SIGNED SEALED AND DELIVERED)
by the said WILLIAM ELSTONE)
BIRD in the presence of :)



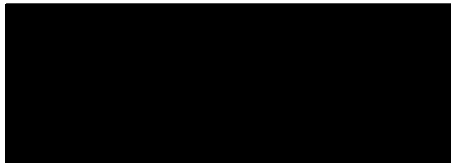
y

Witness
Address



Occupation

SIGNED SEALED AND DELIVERED)
by the said PAMELA MAY BIRD)
in the presence of :)



+

Witness
Address



As Above

Occupation



2



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H.M. LAND REGISTRY
TITLE NUMBER
WT 51153
COPY PLAN **TRF**
NOT TO SCALE **22/7/1985**



FOR IDENTIFICATION PURPOSES ONLY

H.M. LAND REGISTRY
TITLE NUMBER

WT30079/
COPY PLAN
NOT TO SCALE

H137

H M LAND REGISTRY

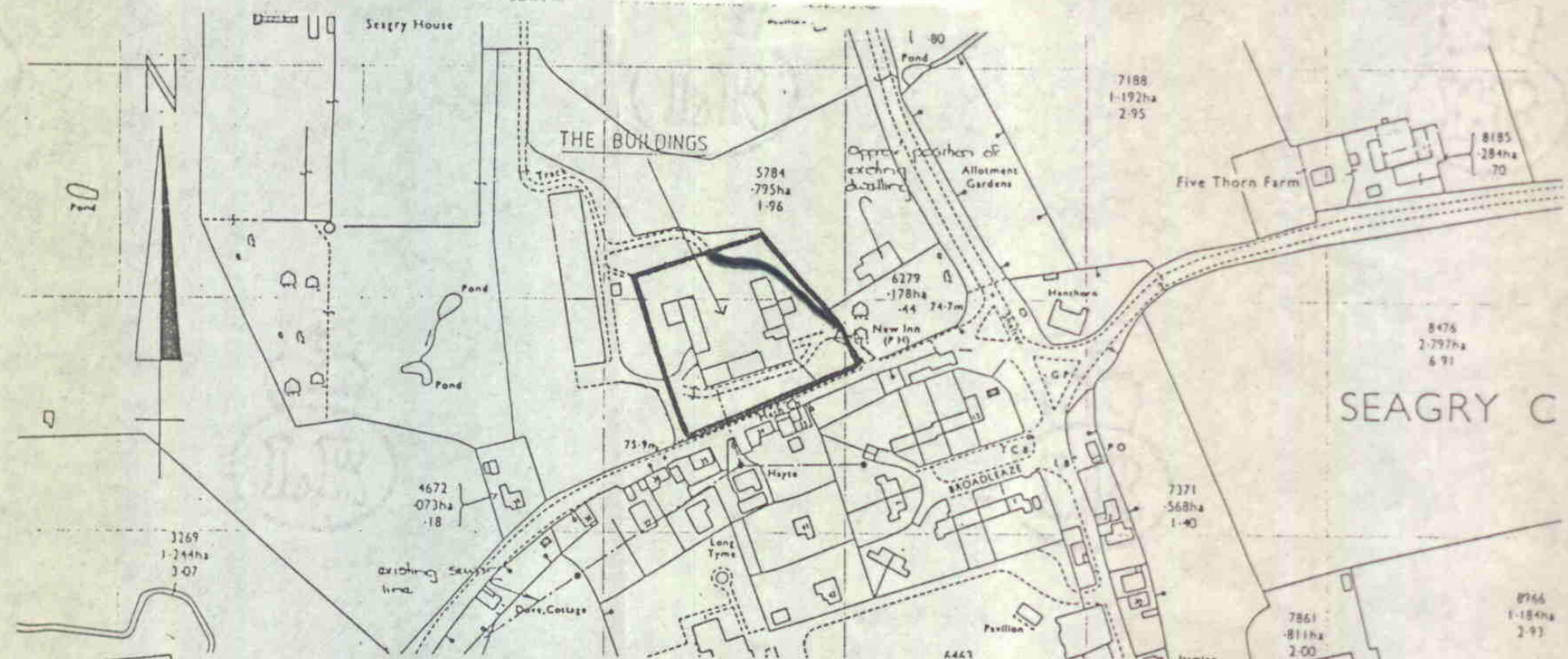
Title No: WT51153

COPY (liable to distortion in scale)

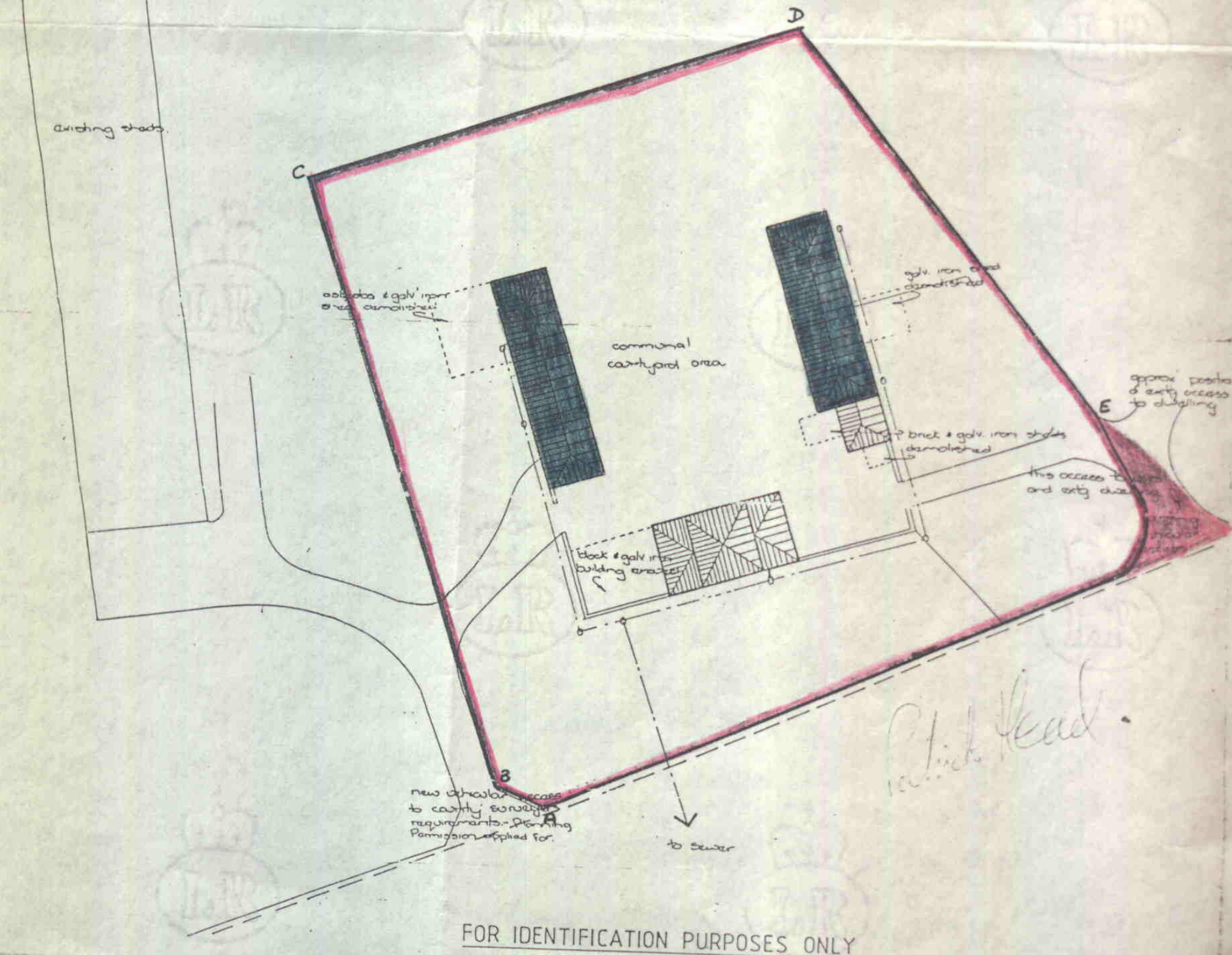
of plan to: TRANSFER

dated 22/7/85

6/80



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