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H M LAND REGISTRY
LAND REGISTRATION ACT 2002

WE CERTIFY THAT THIS IS A
TRUE AND COMPLETE COPY
OF THE ORIGINAL

DATED 12/12/14

Awdry Bailey
AWDRY BAILEY & DOUGLAS
SOLICITORS

DEED OF GRANT

COUNTY AND DISTRICT : Wiltshire

TITLE NUMBERS : WT201659 and WT303034 and WT314705 and
WT318312

PROPERTY : 45 High Street, Pewsey, Wiltshire, SN9 5AF
and
Land on the south-east side of Broomcroft Road,
Pewsey
and
1 Whatley Drive, Pewsey, Wiltshire, SN9 5AR
and
2 Whatley Drive, Pewsey, Wiltshire, SN9 5AR

SE011



DATE

: 8 December 2014

1. PARTICULARS

- 1.1 "the Bank" means HSBC Bank Plc of 4th Floor, 3 Temple Quay, Bristol, BS1 6DZ (Company Registration No: 00014259) and whose address for service is : Securities Processing Centre, PO Box 6304, Coventry CV3 9JY
- 1.2 "the Company" means Redcliffe Homes Limited of Holly House, 4 High Street, Chipping Sodbury, Bristol BS37 6AH (Company Registration No: 01433316) and its successors in title to the Site
- 1.3 "the Estate Road" means the carriageway and footpaths shown in part coloured pink on Plan 3 and constructed by the Company on the Site intended for adoption by the relevant Local Highway Authority as highway maintained at public expense pursuant to an Agreement dated 28 May 2013 made between Redcliffe Homes Limited (1) and National House Building Council (2) HSBC Bank Plc (3) and Wiltshire Council (4)

- 1.4 "the Mortgagee" means Nationwide Building Society of Nationwide House, Pipers Way, Swindon, SN38 1NW
- 1.5 "The Baier Land" means the land registered under title number WT201659 shown edged red on Plan 2 and shown for identification purposes only edged blue on Plan 3 and the expression the Baier Land shall include each and every part of such land
- 1.6 "the New Rights" means the rights herein granted over the Site for the benefit of the Baier Land the terms of which are set out in the Schedule hereto
- 1.7 "Number 1" means 1 Whatley Drive, Pewsey, Wiltshire, SN9 5AR and registered under Title Number WT314705
- 1.8 "Number 2" means 2 Whatley Drive, Pewsey, Wiltshire, SN9 5AR and registered under Title Number WT318312
- 1.9 "Plan 1" means the plan annexed hereto and marked Plan 1
- 1.10 "Plan 2" means the plan annexed hereto and marked Plan 2
- 1.11 "Plan 3" means the plan annexed hereto and marked Plan 3
- 1.12 "the Shared Access" means the accessway shown cross hatched red on Plan 3 forming part of Number 1 and forming part of Number 2
- 1.13 "the Driveway" means the accessway 3.7 metres wide shown hatched red on Plan 3
- 1.14 "the Site" means the land now comprised or formerly comprised under title number WT303034 and shown edged red on Plan 1
- 1.15 "Mr and Mrs Baier" means Frederick John Watt Baier and Lucy Elizabeth Baier of 45 High Street, Pewsey, Wiltshire, SN9 5AF and their successors in title to the Baier Land

2. RECITALS

- 2.1 The Company is developing the Site including the construction of the Estate Road, the Shared Access and the Driveway**
- 2.2 In consideration of the payment of the sum of Twenty Five Thousand pounds (£25,000.00) the Company has agreed to grant to Mr and Mrs Baier the New Rights for the benefit of the Baier Land**
- 2.3 In the transfer of Number 1 dated 7 February 2014 between the Company (1) and Bridgette Sessions (2) ("Ms Sessions") rights over that part of the Shared Access forming part of Number 1 were reserved in favour of the Baier Land**
- 2.4 In the transfer of Number 2 dated 6 June 2014 between the Company (1) and Russell John Bishop and Tracy Elizabeth Bishop (2) ("Mr and Mrs Bishop") rights over that part of the Shared Access forming part of Number 2 were reserved in favour of the Baier Land**
- 2.5 The Bank has the benefit of a legal charge over the Site dated 29 May 2012**
- 2.6 The Mortgagee has the benefit of a legal charge over the Baier Land dated 18 May 2001**
- 2.7 The Bank and the Mortgagee have agreed to join in this Deed to confirm the grant of the New Rights**

3. GRANT OF THE NEW RIGHTS

The Company with full title guarantee grants unto Mr and Mrs Baier the New Rights for the benefit of the Baier Land

4. COVENANTS

Mr and Mrs Baier covenant with the Company and Ms Sessions and Mr and Mrs Bishop to the intent and so as to bind the Baier Land into whosoever hands it may come for the benefit of the Site and Number 1 that Mr and Mrs Baier and their successors in title shall at all times after the date of this deed observe and perform the following stipulations and restrictions in relation to the Baier Land:

- 4.1 Not to cause any unnecessary damage to the Estate Road, the Shared Access or the Driveway
- 4.2 Not to park a motor car on or otherwise obstruct the Shared Access nor permit the same to be obstructed nor allow oil or any other material to accumulate thereon nor in any other manner prevent or render more difficult the free use of the same
- 4.3 Not to alter the material construction of the Driveway or in any way interfere with the construction of the Driveway without the prior written consent of the Company or its successors in title to the Driveway from time to time
- 4.4 Not to park a motor car on or otherwise obstruct the Driveway nor permit the same to be obstructed nor allow oil or any other material to accumulate thereon
- 4.5 Not to use the Driveway for any other purpose other than access to and egress from the Baier Land
- 4.6 Not to exercise the Right contained in paragraph 4 of the Schedule with vehicles other than light vehicles
- 4.7 To pay to the Company on written demand a fair and reasonable proportion, as shall be determined by the Company's surveyor, of all costs properly incurred by the Company in keeping the Driveway in good repair

5. INDEMNITY

Mr and Mrs Baier shall indemnify the Company and keep the Company indemnified against all liability, costs, expenses, damages and losses arising from:

- (a) the exercise of the Right contained in paragraph 4 of the Schedule; and
- (b) any breach of the Covenants contained in clause 4 of this deed insofar as they relate to the Driveway

6. LIABILITY

- 6.1 Where Mr and Mrs Baier are more than one person, those persons shall be jointly and severally liable for their respective obligations arising under this deed
- 6.2 The Company is not liable to Mr and Mrs Baier for the death of, or injury to Mr and Mrs Baier or for damage to any property of theirs, or for any losses, claims, demands,

actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise of the Right contained in paragraph 4 of the Schedule

- 6.3 The Company shall not be liable to Mr and Mrs Baier for any failure of the company to comply with the Company's obligation to maintain the Driveway in good repair unless and until the Company becomes aware of the state of disrepair and has not remedied the failure to maintain within a reasonable period of time

7. APPLICATION TO THE LAND REGISTRY

The parties hereto consent to notice of the Rights and Restrictive Covenants made in this deed being entered in the Charges Register of title numbers WT201659 and WT303034 and WT314705 and WT318312 to record the provisions in this deed

THE SCHEDULE

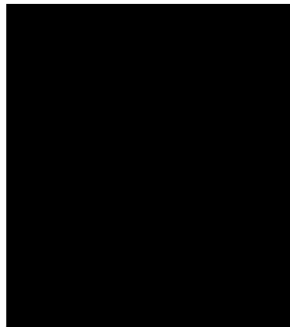
The New Rights

- 1 The right of way at all times and for all purposes in connection with the use of the Baier Land in common with the Company and all others having a like right to use on foot only over the estate footpaths and with or without vehicles the Estate Road for the purpose of access to and egress from the Baier Land until such time as the Estate Road is adopted by the Local Authority
- 2 The right at all times hereafter in common with the Company and all others having a like right to use with or without vehicles the Shared Access for the purpose of access to and egress from the Baier Land and for any purpose incidental thereto but for no other purpose whatsoever subject to Mr and Mrs Baier and their successors in title to the Baier Land bearing a proportionate part of the cost of the maintenance and upkeep thereof jointly with the adjoining owners of properties on the Site using the same
- 3 The right (in the event of failure on the part of the owner for the time being to carry out such works) to enter such part of the Shared Access referred to in paragraph 2 above upon reasonable notice to the owner for the time being of such part to carry out such works to the said Shared Access as shall be reasonably required for its proper maintenance and upkeep
- 4 The right at all times hereafter to use with or without light vehicles the Driveway for the sole purpose of access to and egress from the Baier Land but for no other purpose whatsoever, subject to Mr and Mrs Baier and their successors in title to the Baier Land bearing a fair and reasonable proportionate part of the cost of the maintenance thereof

IN WITNESS whereof the parties hereto have executed this deed as their respective deeds the day and year first before written

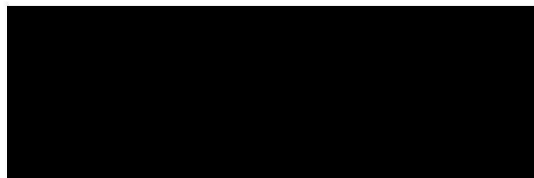
SIGNED AS A DEED by
REDCLIFFE HOMES LIMITED
acting by a Director and its
Secretary or by two Directors

}



SIGNED AS A DEED by the said
FREDERICK JOHN WATT BAIER
in the presence of:

}

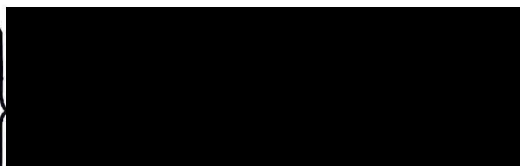


DAN WILLIAMS
HIGH DOWN, HIGHER
EYFE, BRIDPORT DORSET
DT6 6AH

SIGNED AS A DEED by the said
LUCY ELIZABETH BAIER

in the presence of:

}



DAN WILLIAMS
HIGH DOWN, HIGHER
EYFE, BRIDPORT DORSET
Signed and Delivered DT6 6AH
by RICHARD GULFEN

as Attorney of
HSBC BANK PLC
in the presence of:-



STEPHEN JOHN BLAKE
.....
(Full name of witness)

.....
(Signature of witness)



Address 4th Floor, 3 Temple Quay, Temple Back East Bristol BS1 6DZ

Occupation Bank Manager

EXECUTED as a Deed by
affixing the Common Seal of
NATIONWIDE BUILDING SOCIETY
in the presence of two authorised
signatories:

}

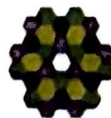
A solid black rectangular box used to redact a signature.

Authorised signatory

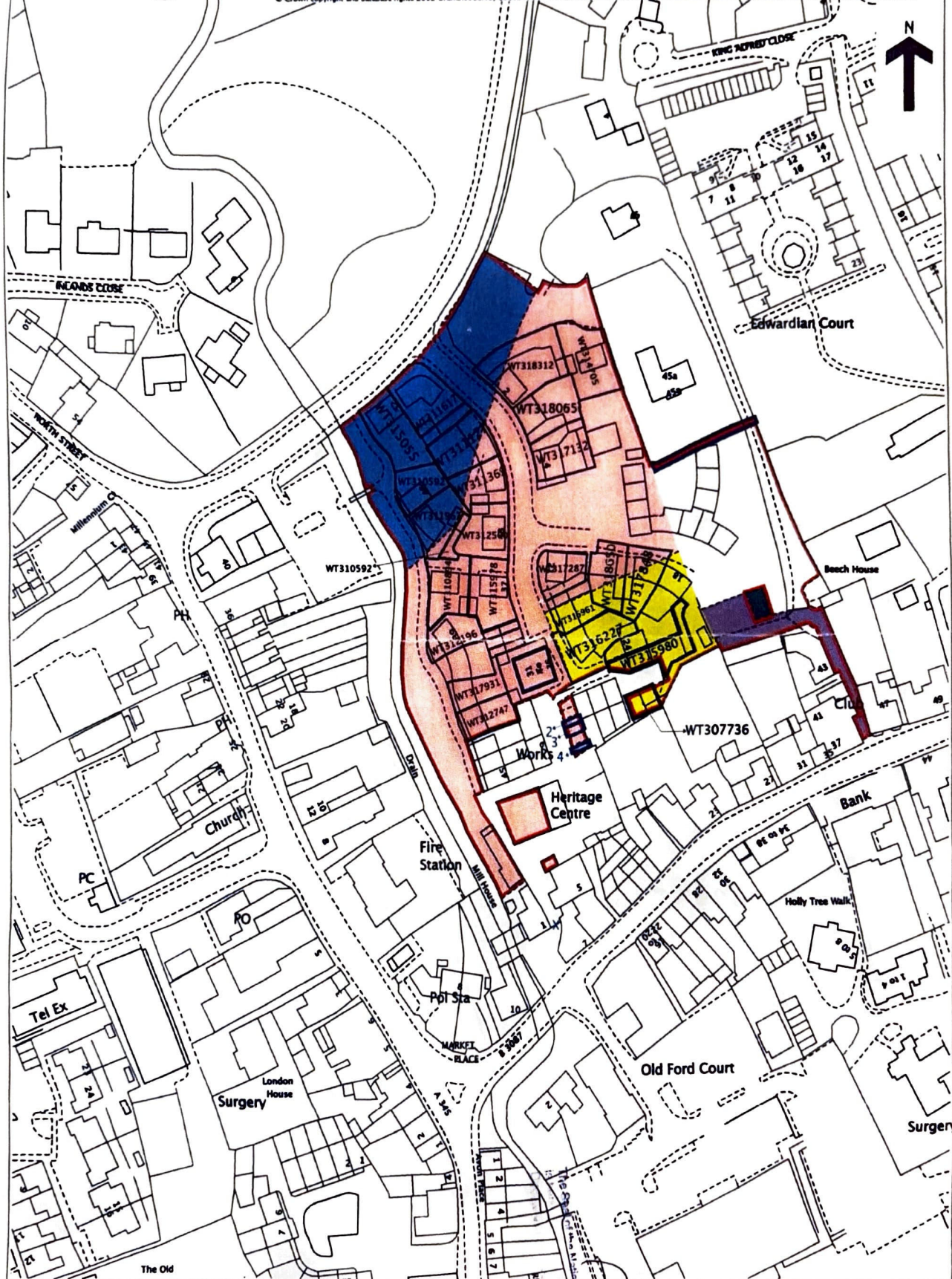
Authorised signatory

Land Registry
Official copy of
title plan

Title number **WT303034**
Ordnance Survey map reference **SU1660SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Wiltshire**

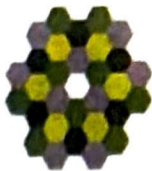


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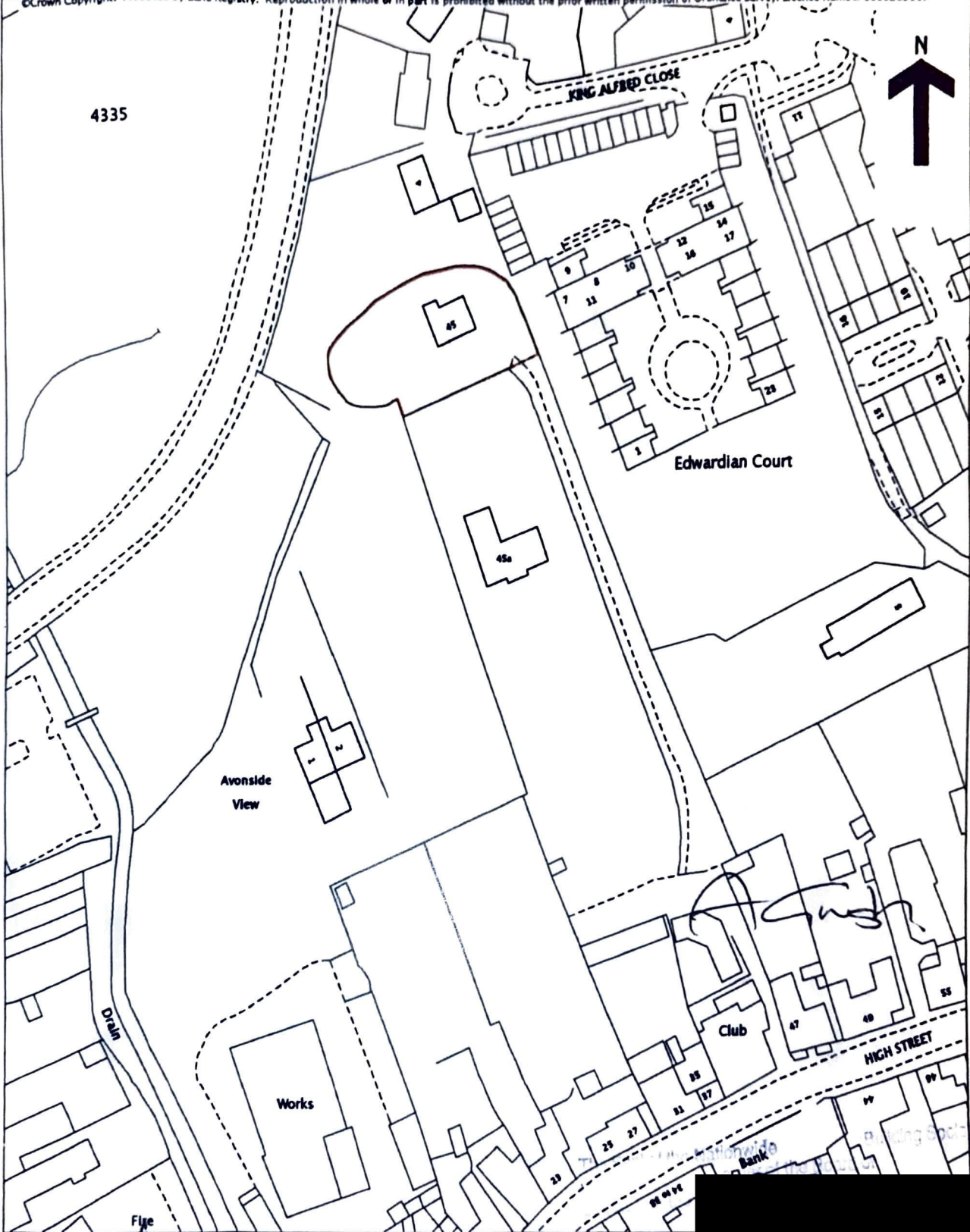


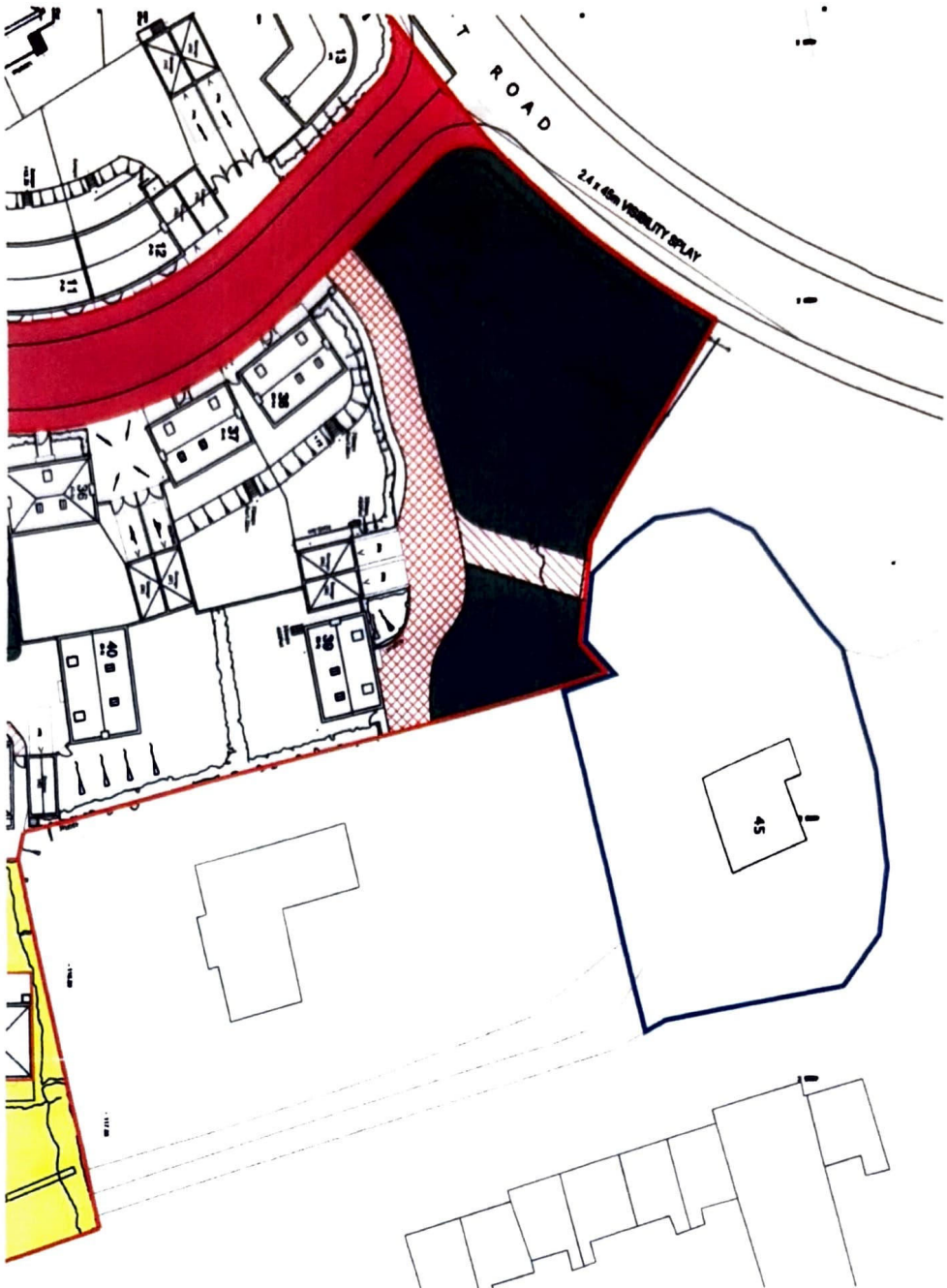
Land Registry
Official copy of
title plan

Title number **WT201659**
Ordnance Survey map reference **SU1660SE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Wiltshire**



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KEY

- Land to be verified on Public Highway
- Shared Access
- Access way to 45 High Street
- Social Housing
- Areas to be maintained by Management Company
- Areas to be maintained by Pils Management Company
- Land to be Adopted
- Private access road owned by Redcliffe
- Dec Sub-Station
- Site Boundary
- Plot Boundaries



REVISIONS.

Redcliffe.
HOMES

Holly House
4 High Street
Chipping Sodbury
Bristol
BS37 6AH
T : 01454 316833 F : 01454 317744
E : info@redcliffehomes.co.uk W : www.redcliffehomes.co.uk

TITLE
Broomcroft Road, Pewsey
Conveyance Plan
45 High Street

DATE	SCALE	DRAWN
June '13	1:500 @ A3	-
DRG. NO.	REV	
046/554	-	