

DUPLICATE

Date: 13th August 1993

WA 699297.

CONVEYANCE

Denise Mary Catherine Hatchard

-to-

David Parry Bates
and
Joan Anne Bates

Mason Bullock
5 Gold Street
Northampton
NN1 1RA

MB.fw.B1P10

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THIS DEED is made the 13th day of August 1993 between
(1) DENISE MARY CATHERINE HATCHARD of Maenllwyd Isaf Abermule,
Powys (hereinafter called "the Vendor") of the one part and
(2) DAVID PARRY BATES and JOAN ANNE BATES both of 40 Broad Street,
Ludlow Shropshire (hereinafter called "the Purchasers") of the
other part



WHEREAS

(1) The parties to this deed have entered into 3 agreements as follows:

(a) an agreement under seal dated 13 November 1984 granting the Purchasers a right of pre-emption on the Vendor's property namely Maenllwyd Isaf aforesaid ("the Pre-emption Agreement")

(b) an agreement under seal dated 13 November 1984 granting the Purchasers an option to purchase The Orchard adjoining the Barn at Maenllwyd Isaf aforesaid ("the Option Agreement")

(c) a conveyance made on 13 November 1984 conveying the Barn at Maenllwyd Isaf from the Vendor to the Purchasers with a garden and certain other rights (as set out in the first schedule to that conveyance) and subject to certain restrictions (as set out in the second schedule to that conveyance) ("the Conveyance").

(2) In pursuance of matters agreed between them the parties are desirous of entering into this Deed as hereinafter appears.

NOW THIS DEED WITNESSETH as follows:

1. In pursuance of the said agreement and in consideration of the several grants releases, restrictions and declarations made hereunder the Vendor as beneficial owner **HEREBY CONVEYS**

unto the Purchasers all that land adjoining the Barn, Maenllwyd Isaf Abermule, Newtown, in the County of Powys (formerly Montgomery) edged green on plan B appended hereto between the points marked C-D-X-Y and all that land adjoining the Barn, Maenllwyd Isaf aforesaid, edged red on plan B appended hereto between the points marked X-E-D-A-F-J-K-L-M-N, the measurements and annotations on that plan being part of the description of the property conveyed **EXCEPTING AND RESERVING** unto the Vendor and her successors in title, together as owners from time to time of the adjoining property shown edged in green on plan A appended hereto the right in common with the Purchasers to pass and re-pass over the land hatched red on plan B appended hereto from the Kerry Road to the gates O-P and Q-R on the said plan with and without animals and vehicles for agricultural purposes only **TO HOLD** the same unto the Purchasers in fee simple as beneficial joint tenants.

2. The Purchasers, with the intention that this covenant shall bind the property conveyed by the Conveyance and the property conveyed by this Deed, into whose ever hands it may come and may inure for the benefit of the adjoining property shown edged in green on plan A appended hereto, but so that the Purchasers shall not be personally liable for any breach thereof committed after they have parted with all interest in the said property, hereby jointly and severally covenant with the Vendor that the Purchasers and their successors in title will at all times hereafter observe and perform the following restrictions:
 - (a) not to erect any building on the property edged green on Plan B without the prior written consent of the Vendor.
 - (b) Not to use the property edged green on Plan B other than as an orchard or garden or an amenity space.

3. The Vendor as beneficial owner **HEREBY GRANTS** to the Purchasers the following legal rights and easements:
 - (a) to site and install a septic tank on the land between the small barn and the river on Plan B appended hereto

(b) to install on or under the ground, all necessary soakaways, pipework and ancillary equipment required to connect the septic tank to the Barn, and to drain to the river in positions to be agreed between the parties within 28 days of the execution of this Deed in default of which such positions to be determined by a Chartered Engineer agreed by the parties within 28 days of either giving notice of its nomination to the other, in default of which a Chartered Engineer nominated by the President of the Institution of Chartered Engineers.

(c) the right to enter upon the land between the small barn and the river on Plan B appended hereto, to carry out all necessary works of maintenance, repair or renewal to the septic tank, ancillary equipment or pipework **SUBJECT TO** the Purchasers making good any damage to the Vendor's land caused by the said installation and other works. /

4. **IT IS HEREBY AGREED AND DECLARED:**

(a) that the northern boundary of the garden of the Barn conveyed by the Conveyance runs along the line A-B on Plan B appended hereto.

(b) that the Vendor and the Purchasers release each other from their respective obligations under the Pre-emption Agreement.

5. In further consideration of the covenants on the part of the Purchasers hereinafter contained the Vendor **RELEASES** the Purchasers from the restrictive covenants set out in the Second Schedule, paragraphs (a) and (c) of the Conveyance.

6. The Purchasers, with the intention that this covenant shall bind the property conveyed by the Conveyance into whosoever hands it may come, and may inure for the benefit of the land edged green on plan A appended hereto, but so that the Purchasers shall not be personally liable for any breach thereof committed after they have parted with all interest in the said property, hereby jointly and severally covenant

with the Vendor that the Purchasers and their successors in title will at all times hereafter observe and perform the following restrictions:

- (a) not to erect any building on the property conveyed in the Conveyance without the prior written consent of the Vendor
 - (b) not to alter the external appearance of the north west face of the Barn (that facing the Vendor's property, Maenllwyd Isaf House) without the prior written consent of the Vendor.
 - (c) not to alter the external appearance of the remainder of the Barn without the prior written consent of the Vendor such consent not to be unreasonably withheld.
7. The Purchasers, with the intention that this covenant shall bind the property hereby conveyed and the property conveyed by the Conveyance into whosoever hands it may come, and may inure for the benefit of land edged green on plan A appended hereto, but so that the Purchasers shall not be personally liable for any breach thereof committed after they have parted with all interest in the said property, hereby jointly and severally covenant with the Vendor that the Purchasers or their successors in title will, as soon as the septic tank referred to in paragraph 3 above is installed and connected, disconnect their drainage system from the septic tank presently used.
8. The Vendor hereby acknowledges the right of the Purchasers to the production of the documents specified in the Third Schedule of the Conveyance and to delivery of copies thereof and hereby undertakes with the Purchasers for the safe custody thereof
9. **IT IS HEREBY CERTIFIED** that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the property conveyed or

transferred exceeds the sum of two hundred and fifty thousand pounds (£250,000)

IN WITNESS whereof the parties hereto have caused this Deed to be executed the day and year first before written

SIGNED as her deed by)
the said DENISE MARY)
CATHERINE HATCHARD in)
the presence of)

Denise Hatchard

B. W. Thistlethwaite
Solicitor
Widelypool

SIGNED as his deed by)
the said DAVID PARRY)
BATES in the presence)
of C. E. RAWLINGS,

2. BOYNE HOUSE,
40. B. BROAD STREET
LUDLOW.

CE

C. E. Rawlings.

Retired

SIGNED as her deed by)
the said JOAN ANNE)
BATES in the presence)
of C. E. RAWLINGS,

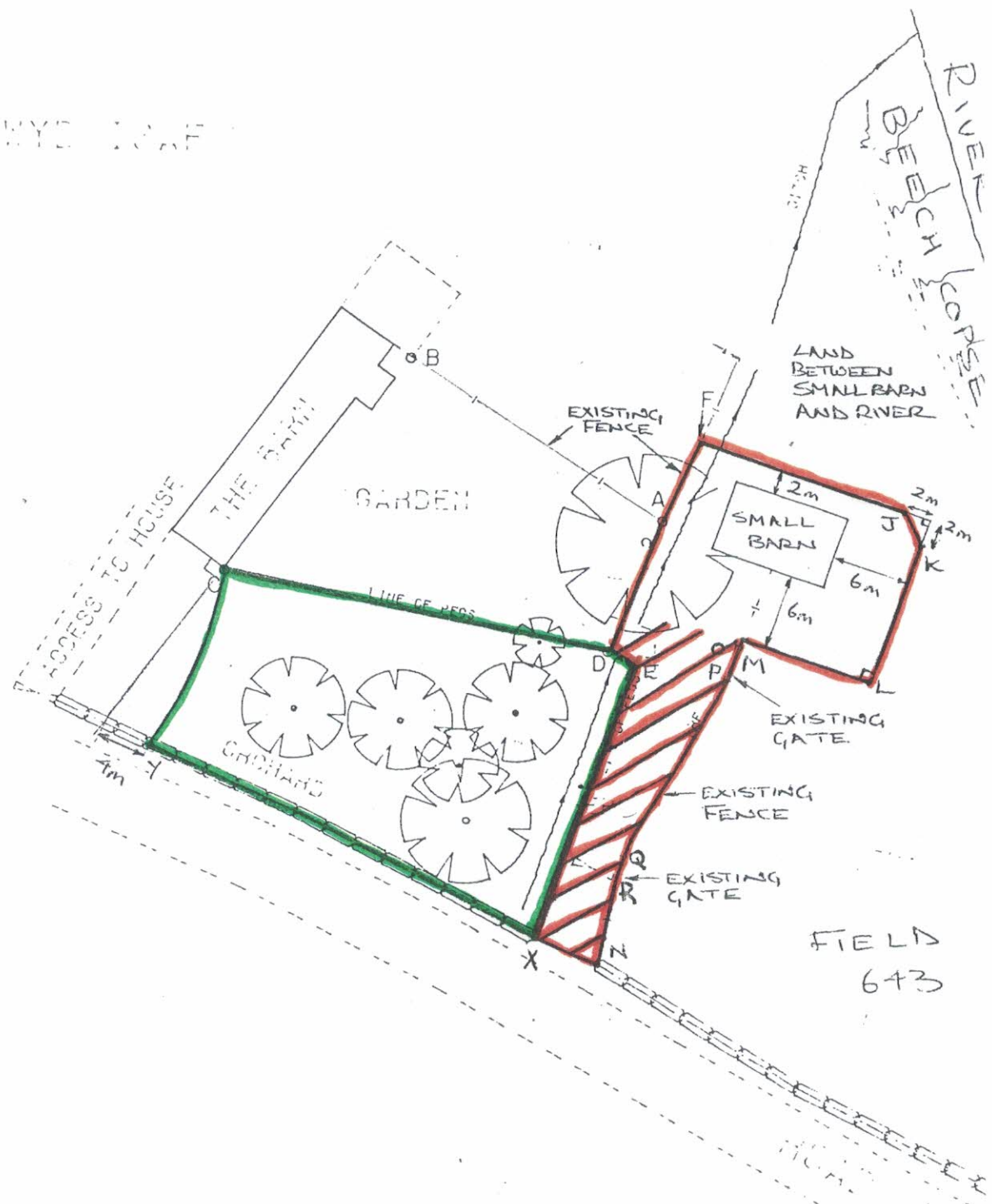
2. BOYNE HOUSE,
40. B. BROAD STREET,
LUDLOW.

Joan A. Bates

C. E. Rawlings.

Retired

MAENLLWYD 12/90



PLAN B TO THE DEED MADE
 SURVEY OF LAND AT THE BARN, MAENLLWYD
 SCALE 1:500

Denis Hatcher

Joan A. Bates

KEYS FROM DRG. 90026-1 OF 14.02.90
 SURVEYED BY N. ATKINSON ARCS
 NOTE: L SIGNIFIES A RIGHT-ANGLE