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E16.23. £1260

Thirteen

THIS CONVEYANCE is made the *Thirteen* day of *August*

One Thousand Nine Hundred and Ninety-six BETWEEN MARION MARGARETTA ROBERTS and MINNIE IRENE BUFTON both of The Stocks Woonton Hereford (hereinafter called "the Vendors") of the one part and DOROTHY ANN JONES of 2 Upper Mowley Titley Kington Hereford (hereinafter called "the Purchaser") of the other part



W H E R E A S:

1. The Vendors are seised of the property described in the First Schedule hereto for an estate in fee simple in possession subject as provided in the First Schedule but otherwise free from incumbrances

2. The Vendors hold the said property upon trust to sell the same and to stand possessed of the net proceeds of sale thereof and of the net rents and profits thereof until sale UPON TRUST for themselves

3. The Vendors in execution of the said trust for sale have agreed with the Purchaser for the sale of the said property for the said estate at the price of ONE HUNDRED AND TWENTY-SIX THOUSAND POUNDS



N O W THIS DEED WITNESSES as follows:

1. In consideration of the sum of One hundred and twenty-six Thousand Pounds paid by the Purchaser to the Vendors (the receipt of which the Vendors hereby acknowledge) the Vendors hereby convey unto the Purchaser ALL the property described in the First Schedule hereto with full title guarantee TO HOLD unto the Purchaser in fee simple SUBJECT as mentioned in the



## First Schedule

2. The Purchaser (with the object and intent of affording to the Vendors a full indemnity in respect of any breach of the restrictive covenants and conditions referred to in the said First Schedule but not further or otherwise) HEREBY COVENANTS with the Vendors that the Purchaser and the persons deriving title under her will at all times hereafter perform and observe the said restrictive covenants and conditions and keep the Vendors and their estate and effects indemnified against all actions claims demands and liability in respect thereof so far as the same affect the property and are still subsisting and capable of being enforced

3. For the benefit and protection of the Vendors' retained land (being the land shown edged green on the plan annexed) (hereinafter called "the Retained Land") or any part or parts thereof and so as to bind so far as may be the property into whosoever hands the same may come the Purchaser hereby covenants with the Vendors that the Purchaser and the persons deriving title under her will at all times hereafter perform and observe the following restrictions and stipulations namely:

- (a) not to use the property or any part of it for any purpose which may be or become a nuisance annoyance or obnoxious to the Vendors or their successors in title (including tenants and occupiers) to the Retained Land or any part of it or which tends to diminish or lessen the value of the Retained Land or any buildings erected on any part of

it

- (b) not to use the property for the keeping of fowls chickens or pigs at any time
- (c) not to obstruct or in any way interfere with any of the rights in favour of the Vendors or any third party which are referred to in the First Schedule
- (d) not to do or permit or suffer to be done on the property anything which will (or may tend to) terminate obstruct diminish restrict interrupt interfere with or in any way impede or prejudice the free flow of water through the water pipe hereinafter referred to or the soakaway pipes shown coloured brown on the plan annexed hereto

4. IT IS HEREBY AGREED AND DECLARED save as expressly contained in this conveyance there shall not be included the benefit of any covenant or any easement (or right) of way water drainage light air or other easement or right which would or might interfere with or restrict the free use of the Retained Land for building or any other purpose whatsoever and this conveyance shall not be construed or operate as implying the grant of any such rights

5. The Vendors hereby acknowledge the right of the Purchaser to production of the documents specified in the Second Schedule hereto (possession of which documents is retained by the Vendors) and to delivery of copies thereof and undertake with the Purchaser for the safe custody of the said documents

IN WITNESS WHEREOF the parties hereto have signed this document as a deed the day and year first before written

## THE FIRST SCHEDULE

All That 36.21 acres at The Stocks Woonton Hereford shown edged red on the plan annexed as more particularly described in the Schedule of Acreages hereunder TOGETHER WITH the benefit of BUT SUBJECT TO the matters contained or referred to in the following documents:

1. A Conveyance dated 21st June 1990 and made between (1) the Vendors and (2) Paul Graham Norris-Buhton
2. A Conveyance dated 27th April 1995 and made between (1) the Vendors and (2) Wilfred Gwynne Jones and Dorothy Jean Jones
3. A Deed of Easement dated 20th March 1996 and made between (1) the Vendors and (2) Paul Graham Norris-Buhton
4. A Supplemental Deed dated 17th April 1996 and made between (1) the Vendors and (2) Paul Graham Norris-Buhton
5. Three Wayleave Agreements dated 16th December 1958 and made between (1) Percy Thomas Roberts and (2) Midlands Electricity Board

DAJ.  
EXCEPT AND RESERVED unto the Vendors and their successors in title owners and occupiers for the time being of the Retained Land the right for the ~~Sellers~~<sup>Vendors</sup> their successors in title and owners and occupiers for the time being of the Retained Land at their own expense within a period of eighty years from the date of this deed to install a conduit pipe with five water pipes within it under the property along or adjoining the route shown by the blue line on the plan annexed and afterwards to maintain and use the conduit and pipes for the purpose of providing supplies of water to the Retained Land AND TOGETHER WITH a right at any time with or without machinery to enter upon the property for the purpose of installing the said conduit and pipes and thereafter for the purpose of inspecting cleaning maintaining repairing or renewing the conduit or pipes causing no unnecessary damage to the property in the exercise of this right and making good as soon as possible any damage actually occasioned

### Schedule of Acreages

<u>NGP Number</u>	<u>Acreage</u>
0006	15.99
0774	5.39
9468	5.42
9968	4.80
8281	<u>4.61</u>
	<u>36.21</u>



## THE SECOND SCHEDULE

<u>Date</u>	<u>Document</u>	<u>Parties</u>
02.02.1942	Conveyance	(1) John Hughes (2) Percy Thomas Roberts
03.02.1942	Legal Charge (received 21.12.1853)	(1) Percy Thomas Roberts (2) William Price Edwards
05.04.1967	Conveyance	(1) Percy Thomas Roberts (2) Percy Thomas Roberts Marion Margaretta Roberts and Minnie Irene Bufton
21.06.1990	Examined Copy Conveyance	(1) Marion Margaretta Roberts and Minnie Irene Bufton (2) Paul Graham Norris- Bufton
27.04.1995	Examined Copy	(1) Marion Margaretta Roberts and Minnie Irene Bufton (2) Wilfred Gwynne Jones and Dorothy Jean Jones

SIGNED as a deed by the said  
MARION MARGARETTA ROBERTS  
in the presence of

)  
)  
)  
)  
)

*M Roberts*

*Car Roberts*  
*Suab*  
*Kygh. Hereford.*

SIGNED as a deed by the said  
MINNIE IRENE BUFTON  
in the presence of

)  
)  
)  
)  
)

*M. I. Bufton*

*Car Roberts*  
*Suab*  
*Kygh*  
*Hereford.*

SIGNED as a deed by the said

DOROTHY ANN JONES

in the presence of

Daniel,

Lochman.

Hayman.

)  
)  
)  
)  
)

D. A. Jones.



