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Title Number LA752049

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INLAND REVENUE
12 DEC 1994
FINANCE ACT 1991
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£875
12/12

THIS CONVEYANCE is made the 8th day of December 1994 BETWEEN PATRICIA ELIZABETH COLLIS of 1 Blackburn Road Ribchester Lancashire (hereinafter called "the Appointor") of the first part PHILIP THOMAS PRESSLER of 4 Church Street Darwen aforesaid (hereinafter called "the New Trustee") of the second part THE APPOINTOR AND THE NEW TRUSTEE (hereinafter called "the Vendors") of the third part and DAVID SULLIVAN of 6 Eccleshill Gardens Darwen aforesaid (hereinafter called "the Purchaser") of the fourth part

WHEREAS by a Conveyance dated the 16th day of April 1946 and made between Alice Ann Eccles Rose Eccles and Elizabeth Annie Eccles of the one part and John Bailey and the Appointor of the other part (inter alia) the property hereinafter described and intended to be hereby conveyed was conveyed unto John Bailey and Thomas Bailey in fee simple Upon Trust to sell the same with power to postpone the sale thereof and the net proceeds of sale and other moneys applicable as capital arising from the said property and the net income therefrom until sale should be held Upon Trust for the said John Bailey and Thomas Bailey as tenants in common in equal shares AND WHEREAS the said John Bailey died on the 10th day of August 1979 and on the 10th August 1979 the Manchester District Probate



Registry granted to the said Thomas Bailey Letters of Administration to the estate of the said John Bailey AND WHEREAS the said Thomas Bailey died on the 20th April 1994 and on the 11th July 1994 the Manchester District Probate Registry granted to the Appointor Probate of the Will of the said Thomas Bailey AND WHEREAS the Appointor has agreed with the Purchaser for the sale to him of the said property hereinafter described Subject as hereinafter mentioned but otherwise free from incumbrances at the price of EIGHTY SEVEN THOUSAND FIVE HUNDRED POUNDS (£87,500.00) AND WHEREAS for the purpose of exercising the said trust for sale and carrying into effect of the said Agreement the Appointor is desirous of appointing the New Trustee to be a Trustee of the trusts of the said Conveyance jointly with the Appointor and in place of the said John Bailey deceased and the said Thomas Bailey deceased

NOW THIS DEED WITNESSETH as follows :-

1. THE Appointor in exercise of her statutory power in that behalf and every other power enabling her hereby appoints the New Trustee to be a Trustee of the said Conveyance hereinbefore recited jointly with the Appointor in place of the said John Bailey deceased and the said Thomas Bailey deceased
2. IN Pursuance of the said Agreement and in

consideration of the sum of EIGHTY SEVEN THOUSAND FIVE HUNDRED POUNDS (£87,500.00) to the Vendors paid by the Purchaser (the receipt whereof the Vendors hereby acknowledge) the Vendors as Trustees hereby convey unto the Purchaser ALL THAT plot of land with the dwellinghouse erected thereon and known as "Willellen" Knowle Lane Darwen aforesaid and a further plot of land adjoining (being part of the premises comprised in the hereinbefore recited Conveyance) which said land and premises is shown for identification purposes only on the plan attached hereto and thereon respectively edged red and green And Together with the appurtenances thereto belonging And together with the rights set out in the First Schedule hereto but except and reserved as mentioned in the Second Schedule hereto TO HOLD the same unto the Purchaser in fee simple

3. THE Purchaser hereby covenants with the Appointor to observe and perform the covenants set out in the Third Schedule hereto to the intent that the burden of the said covenants will run with and bind the property hereby conveyed and every part of it and the benefit of the said covenants shall be annexed to and run with the retained land of the Appointor and every part of it but so that the Purchaser shall not be liable for any breach of covenant after they have parted with all interest

in the property hereby conveyed

4. THE Appointor hereby acknowledges the right of the Purchaser to the production of and delivery of copies of the hereinbefore recited Conveyance and the said Grant of Letters of Administration to the estate of John Bailey and also the Grant of Probate to the estate of the said Thomas Bailey and hereby undertake with the Purchaser for the safe custody of the same

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

SCHEDULES

FIRST SCHEDULE

The rights granted:-

(i) the right for the Purchaser his successors in title and those authorised by him (in common with all other persons entitled to similar right) at all times by day or night with or without vehicles of any description and for all purposes in connection with the use and enjoyment of the property hereby conveyed to pass and re-pass over and along the road, known as Knowle Lane Darwen aforesaid

(ii) the benefit of the right to free and uninterrupted passage and running of water soil gas and electricity from and to the property hereby

conveyed and any buildings which for the time being are on the property hereby conveyed through the sewers drains water courses cables pipes and wires which are now or which may any time during the period of eighty years from the date hereof (which shall be the perpetuity period) be laid in or under or passing through the retained land of the Appointor with the right for the Purchaser his successors in title to enter the retained land of the Appointor for the purpose of repairing cleaning maintaining or renewing the sewers drains watercourses cables wires and pipes doing as little damage as possible to the property and making good any damage occasioned in exercise of this right

SECOND SCHEDULE

The rights reserved :-

(i) the right to the free and uninterrupted passage and running of water soil gas and electricity from and to the retained land of the Appointor and any buildings which for the time being are on the retained land of the Appointor through the sewers drains watercourses cables pipes and wires which are now or which may any time during the period of eighty years from the date hereof (which shall be the perpetuity period) be laid in or under or passing through the property hereby conveyed with the right for the Appointor and his successors in

title to enter the property hereby conveyed for the purpose of repairing cleaning maintaining or renewing the sewers drains watercourses cables wires and pipes doing as little damage as possible to the property hereby conveyed and making good any damage occasioned in exercising of this right

(ii) there is not included any easement of light or air which would or might interfere with or restrict the free use of the retained land of the Appointor for building or for any other purposes

THIRD SCHEDULE

The New Covenants

(i) the Purchaser shall maintain the fences and walls surrounding the property to a good and reasonable standard

(ii) that no building nor or at any time in the future to be built on part of the property hereby conveyed shall be used other than as a private dwellinghouse and garage and outbuildings

(iii) that no vehicles under the control of the Purchaser or his successors in title shall be parked on the said road way known as Knowle Lane

(iv) the Purchaser shall not do or allow to be done on the property hereby conveyed anything which may be or grow to be a nuisance or annoyance to the Appointor or her successors in title who are the owners for the time being of the retained land of

the Appointor

(v) the Purchaser shall contribute a fair proportion of the expenses of maintaining repairing rebuilding and cleaning all drains sewers roads and other services used by the property hereby conveyed in common with the retained land of the Appointor and all other entitled to the like rights such proportion to be calculated by having regard to the amount and mode of usage by the Purchaser and his successors in title of such drains sewers roads and other services relative to other users thereof and in the case of a dispute such proportion is to be determined by a Chartered Surveyor appointed by the President for the time being of the Law Society

SIGNED AS A DEED by the)

said Patricia Elizabeth)

Collis in the presence)

of :-

W. Edwards
4 Church Street
Darwen

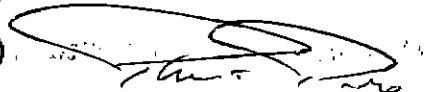
SIGNED AS A DEED by the)

said PHILIP THOMAS)

PRESSLER in the)

presence of :-)

W. Edwards
4 Church Street
Darwen
Legal Cashier



SIGNED AS A DEED by the)

said DAVID SULLIVAN in)

the presence of :-)

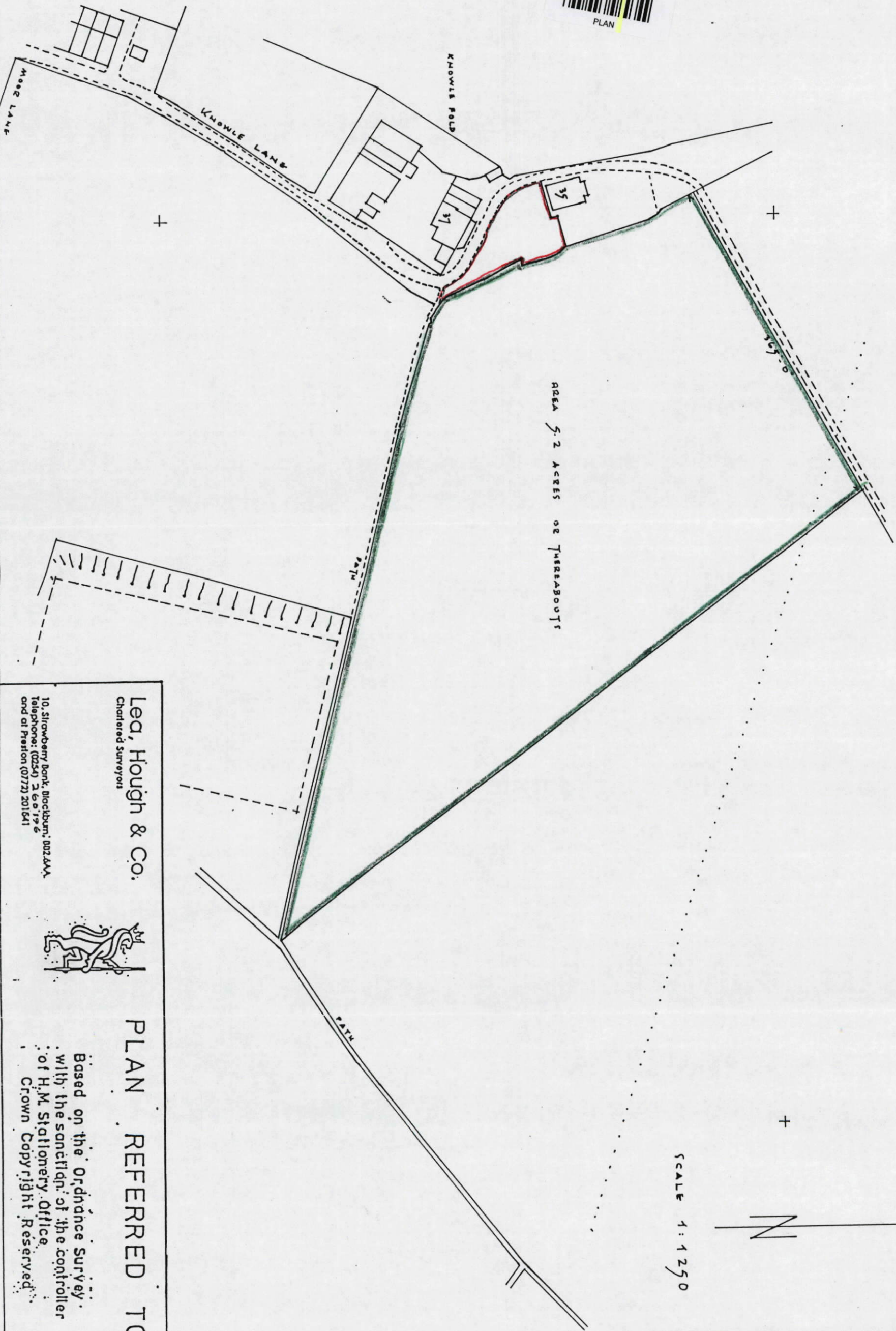


M. J. Sullivan

Watson

Schmidt

Sander



Lea, Hough & Co.
Chartered Surveyors

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Telephone: (0525) 2 60 19 6
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