



THE TOWN OF NEWCHURCH
DISTRICT LAND REGISTRY

24 MAY 1996

WE HEREBY CERTIFY THIS TO BE A
TRUE COPY OF THE ORIGINAL DOCUMENT
IN OUR POSSESSION.

JEROME & Co

THIS CONVEYANCE is made the 5th day of April One thousand nine hundred and ninety-six BETWEEN PEGGY CAMPHION AMY BROWNSCOMBE of Butts Farm Newchurch in the Isle of Wight (hereinafter called "the Vendor") of the one part and NEWCHURCH PARISH COUNCIL of "Fox Run" Apse Heath in the said Isle (hereinafter called "the Council") of the other part.

WHEREAS :-

- (1) The Vendor is seised (inter alia) of the property hereinafter described and delineated on the plan annexed hereto and thereon edged red for an estate in fee simple in possession free from incumbrances.
- (2) The Council have agreed with the vendor for the sale of the said property to it at the price of Eight thousand pounds.

NOW THIS DEED WITNESSETH as follows :-

1. IN pursuance of the said agreement and in consideration of the sum of EIGHT THOUSAND POUNDS paid out by the Council to the Vendor (the receipt of which sum the Vendor hereby acknowledges) the Vendor with full title guarantee hereby conveys unto the Council ALL THAT piece or parcel of land situate at School Close Newchurch in the Isle of Wight as the same is for the purpose of identification only shown edged red on the plan annexed hereto TOGETHER with a right of way at all times and for all purposes on foot only over and across the land coloured green on the said plan and for vehicles only in connection with the maintenance of field OS3049 the use of which is for recreational purposes EXCEPT AND RESERVED unto the Vendor and her successors in title a full and free right of way across the land hereby conveyed with or without vehicles so as to obtain access to School Close at all times and for all purposes TO HOLD unto the Council in fee simple.
2. THE Council hereby covenants with the Vendor for the benefit of her



adjoining land (hereinafter called "the retained land") and each and every part thereof and so as to bind the land hereby conveyed into whosoever hands the same may come :

(i) Not to erect anything on the land hereby conveyed other than a car park the base of which will be chalk and gravel and thereafter with a tarmac surface when the Council will install at its own cost satisfactory drainage or soakaway works to the boundary of the Vendor's retained land so as to provide and ensure a suitable and adequate protection against flash flooding to the retained land and School Close to the intent that such soakaway is to a lower ground level than the surface of the car park area

(ii) Not to cause disturbance or damage to the existing water meter of the Vendor at the position approximately shown X on the plan annexed hereto and to install a heavy duty cover over the same to withstand the weight of vehicular activity and it is hereby agreed and declared that in the event of such water meter being damaged by vehicular activity then it shall be the responsibility of the Council for the purposes of future maintenance and repair thereof to include not only the water meter but the supply pipes between points X and Y on the said plan For the avoidance of doubt future maintenance and repair will be the responsibility of the Council but so far as the water meter is concerned so far only as any defect can be properly attributable to misuse or negligence by the Council unless such damage is caused by general usage by vehicular activity

(iii) Not to use the land shown coloured green on the plan annexed hereto other than as a pedestrian access with a width of twelve feet and the Council covenants to erect a sign on the southern boundary of the said access that it is restricted for pedestrian use at the approximate

position shown by A on the said plan provided always that this shall not restrict the use of the access for maintenance vehicles authorised by the Council for the benefit of field OS3049 to the north thereof for its use for recreational purposes

(iv) Not to use the property hereby conveyed other than as a parking area for vehicles and so that this use shall specifically exclude car boot sales on the land hereby conveyed.

3. THE COUNCIL hereby covenants with the Vendor as follows :-

(a) To erect a six foot high mesh chain link fence along all of the boundaries marked T on the plan annexed hereto such fencing to be carried out within three months of the date hereof

(b) At its own expense and within three months of the date hereof to provide metal vehicular access gates at points R and R on either side of the land shown coloured green on the plan annexed hereto so as to provide a recessed access in favour of the Vendor's retained land on both sides of the land shown coloured green and in addition will erect a solid base track between point R and the stable block at point Z on its northerly boundary to a width of twelve feet.

4. IT IS HEREBY AGREED AND DECLARED as follows :-

(a) The Council and its successors in title shall not by virtue of this deed acquire and right of light or air which would prejudice the free use and enjoyment of the retained land of the Vendor for building or for other purposes and that any enjoyment of light or air had by the Council or its successors in title from or over the retained land shall be deemed to be had by the consent (hereby given) of the Vendor

(b) The Council will at its own expense re-route the existing water supply pipe located on the entrance road to the farm building so as to be in a position from the water meter at point X on the plan annexed hereto

across the ~~MSAAT PARK ROAD~~ The Vendor's stable block on a line between points X and Z on the said plan such work to be carried out within one month of the date hereof

(c) Prior to the date of these presents the Council shall arrange for the boundaries of the site to be pegged out and marked by the County Surveyor's Department of Isle of Wight Council so that the same can be verified as correct by the Vendors Surveyor

(d) Save as hereinbefore expressly provided any installations of services whether water drainage electricity telephone or otherwise which are disturbed or interrupted on account of works carried out by the Council on the land hereby conveyed shall be relocated and reconnected by the Council at its own expense to the satisfaction of the Vendor

(e) The Council shall ensure that at its own expense it will provide machinery to grub out the hedges to the boundaries and the small overgrown shubbery to the front of the farm building

(f) Any topsoil excavated on account of the works carried out on the land hereby conveyed shall at the option of the Vendor be transferred by the Council or its contractors to the position shown QQ or thereabouts on the plan annexed hereto.

5. IT IS HEREBY FURTHER AGREED AND DECLARED that the Vendor agrees to reduce the height of the trees which are in the proximity of the boundary of the points X-B on the plan annexed hereto to the height of the hedge prior to the construction of the car park by the Council on the land hereby conveyed and this work shall be carried out within four weeks from the date of these presents.

6. THE Vendor hereby acknowledges the right of the Council to production of the documents specified in the Schedule hereto (the possession of which is retained by the Vendor) and to delivery of copies



thereof and undertakes with the Council for the safe custody of the said documents.

7. IT is hereby certified that the transaction hereby effected does not form part of larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Sixty thousand pounds.

THE SCHEDULE

As to part

- 27th May 1914 CONVEYANCE Henry Willliam Jolliffe and Edwin Hayden (1) William Henry Ballard and Elizabeth Campion Ballard (2)
- 26th October 1936 ASSENT Frank Henry Ballard and William John Bailey (1) F.H. Ballard (2)
- 26th January 1988 ASSENT the Vendor and Hazel Kemp Teal (1) the Vendor (2)

As to another part

- 15th September 1938 CONVEYANCE Charles Smith (1) F.H. Ballard (2)
- 30th June 1995 ASSENT the Vendor and H.K. Teal (1) the Vendor (2)

SIGNED as a DEED by the said PEGGY CAMPHION) AMY BROWNSCOMBE in the presence of :

[Handwritten signature]
T. M. TALLIS

[Handwritten signature]
AMY BROWNSCOMBE

WOODSIDE ALVERSTONE ROAD
QUENBORN SANDOWN

Base Manager.

SIGNED as a DEED on behalf of NEWCHURCH)
PARISH COUNCIL by BRYAN ARTHUR CORBIN the)
Chairman and ROBERT COLIN RICHARDS and)
DAVID ANDREW BUTLER two members of the)
Council in the presence of :

[Handwritten signature]
B.A. Corbin

[Handwritten signature]

[Handwritten signature]
John Shavers
St John, Apse Heath
Sandown, SW.
Sent to Newchurch Parish Council.

[Handwritten signature]