

DATED 17th November 1987

F. I. SNELL ESQ.

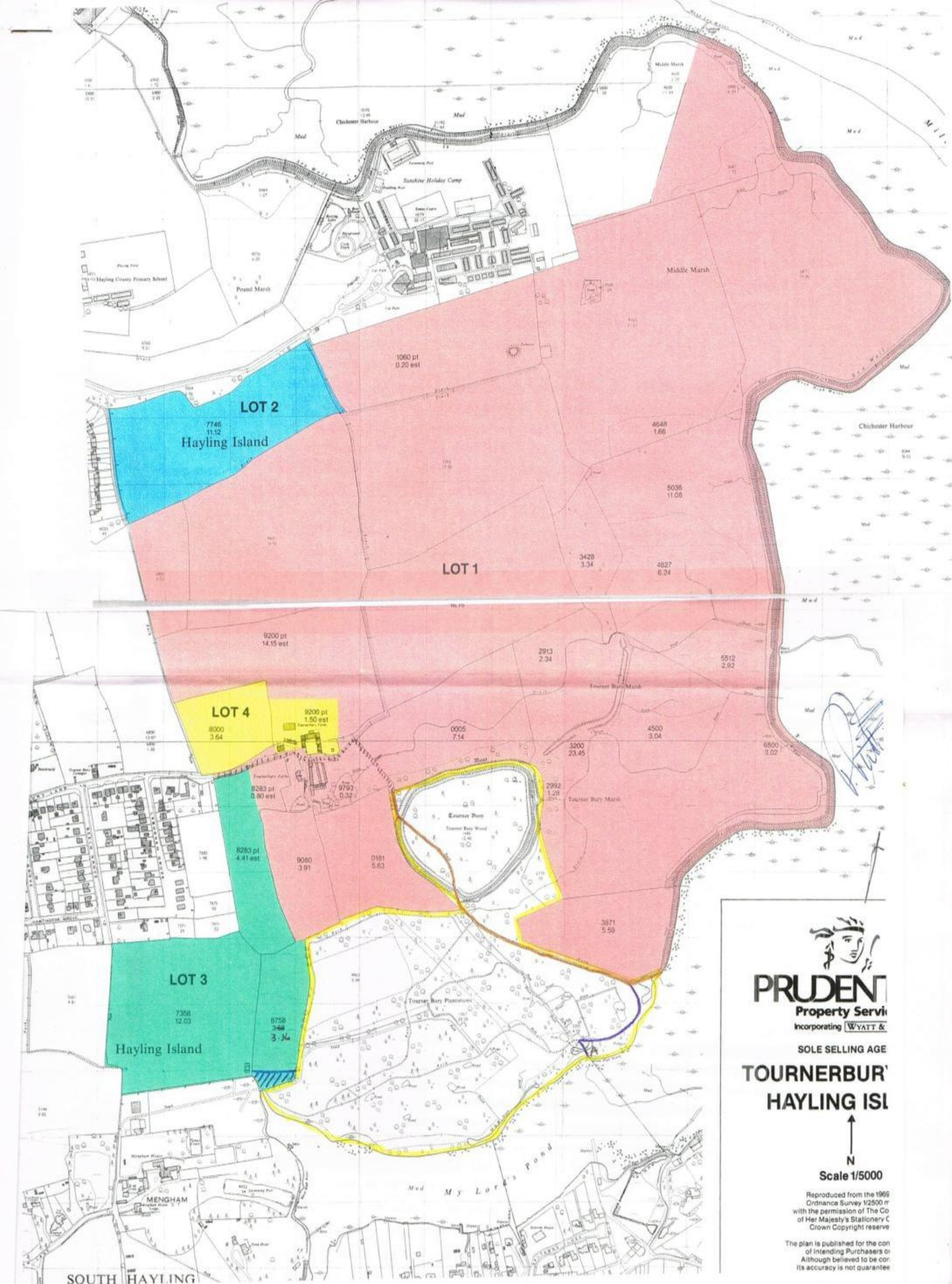
to

A. G. PHILLIPS & SON LIMITED

DUPLICATE
Conveyance
of
Tournerbury Farm Hayling Island
Hampshire

X 745 X

Addison Sons & Madden
Avenue House
Southgate
Chichester
West Sussex



PRUDEN
Property Servi
Incorporating WYATT &

SOLE SELLING AGE
TOURNERBUR'
HAYLING ISI

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Scale 1/5000

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This Conveyance

is made the



Seventeenth day of November One thousand nine hundred and eighty seven B E T W E E N FRANCIS IVAN SNELL of 196 Seafront Road Hayling Island Hampshire (hereinafter called "the Vendor") of the one part and A. G. PHILLIPS & SON LIMITED whose registered office is situate at 21a East Street Havant Hampshire (hereinafter called "the Purchaser") of the other part

WHEREAS:

(1) The Vendor is seised (save as is hereinafter contained) for an estate in fee simple absolute in possession subject as hereinafter mentioned but otherwise free from incumbrances of the property hereinafter assured

NOW THIS DEED WITNESSETH as follows:-

1.

the Vendor hereby acknowledges) the Vendor as beneficial owner HEREBY CONVEYS unto the Purchaser ALL THOSE the freehold lands farms houses hereditaments and other buildings known collectively as Tournerbury Farm Hayling Island Hampshire and comprising an area of 249.90 acre or thereabouts and known for the purposes of identification only on the plan annexed hereto coloured pink blue green and yellow and numbered as Lots 1 2 3 and 4 respectively the acreages whereof are set out in the First Schedule hereto TOGETHER WITH:

(i) A right of access for the Purchaser and his successors in title over and upon so much of the Vendor's adjoining land comprised in H.M. Land Registry Title Number HP229822 as may be reasonably necessary and whether with or without workmen and equipment for the purpose of inspection repair maintenance and renewal of the sea wall on the eastern side of the property and a right to dig mud therefrom for the purpose of repair maintenance and renewal of the sea wall SUBJECT TO all necessary consents and permission having first been obtained for such works from the Nature Conservancy Council the harbour authority and any other competent authority

(ii) A right of way for the Purchaser and his successors in title through Tourner Bury Wood over and along the trackway shown coloured brown on the plan annexed hereto so far as shall reasonably be necessary for the purposes of transporting materials to be used in the repair maintenance or renewal of the said sea wall and for the purpose of digging mud in accordance with the rights to be granted in sub-clause (i) hereof and over and along the trackways shown coloured brown and purple on the plan annexed for the purpose of launching and retrieving a boat from My Lord's Pond at the point marked "A" on the said plan SUBJECT TO the making good of any damage caused to the said track EXCEPT AND RESERVED unto the Vendor a right of way in favour of the Vendor and his successors in title being the owners or occupiers for the time being of Tourner Bury Wood Tourner Bury Plantation and Wood Cottage and their tenants agents licensees and others authorised by them at all times and for all purposes with or without vehicles over and along the tracks shown hatched black on the said plan making good any damage thereby caused TO HOLD the same unto the Purchaser in fee simple as to part Lot 1 and as to Lots 2 3 and 4 BUT as to part Lot 1 comprising the track abutting the south side of OS number 8000 for all such right estate and interest as the Vendor may have therein the Vendor giving to the Purchaser no covenant (express or implied) for title thereof

2.

THE property hereby conveyed is conveyed subject to but with the benefit of (so far



- as the Vendor is able to assign the same) the rights easements covenants and other matters mentioned contained or referred to in the documents specified in the Second Schedule hereto so far as the same are still subsisting and are capable of being enforced and affect the property hereby conveyed and subject also to the occupation of Tournier Bury Cottage by Mrs Anthony
3. THE parties hereto hereby declare that the right to enforce all covenants relating to the property hereby conveyed hitherto enforceable by the Vendor are hereby by the Vendor assigned to the Purchaser absolutely
4. IT is hereby agreed and declared by the Purchaser that the Purchaser and its successors in title shall abide by the terms of an Agreement dated the 1st August 1986 and made between the Vendor of the one part and the Nature Conservancy Council of the other part
5. THE Purchaser hereby covenants for itself and its successors in title with the Vendor that the Purchaser and its successors in title will not during the life time of Mrs Anthony serve upon her any notice to quit or otherwise require to give up possession or take any proceedings for possession in respect of her occupation of Tournier Bury Cottage Tournierbury Farm Hayling Island aforesaid
6. THE Vendor hereby agrees and declares with the Purchaser and its successors in title owner or owners for the time being of the property hereby conveyed (or any part thereof) that the Vendor will give previous notification to the Purchaser or its successors in title as aforesaid of any intention of the part of the Vendor to sell the land comprised in H.M.Land Registry Title Number HP229822 or any part thereof or Tournier Bury Wood OS number 1685 or any part thereof
7. THE Purchaser with the intent to bind so far as may be the property hereby conveyed and each and every part thereof and all persons who shall for the time being be the owner of any estate or interest in or the occupier of the said property or any part or parts thereof HEREBY COVENANTS with the Vendor and for the benefit and protection of each and every part of the Retained Land (as hereinafter defined) of the Vendor and his successors in title to whom the benefit of the covenant shall have been expressly assigned that the Purchaser will not at any time within fifty years of the date hereof:
- (a) use or occupy the property hereby conveyed or any part or parts thereof or permit of suffer the same to be used or occupied for any purpose other than the purpose of a farm and as agricultural land including (for the avoidance of doubt) the keeping and rearing of horses the sale of farm produce and the use of part of the property as offices in connection with such permitted activities or any of them
- (b) without prejudice to the generality of the foregoing carry out any development on the said property or any part or parts thereof or permit or suffer the same to be developed save for such development (if any) as shall be consistent with the use and occupation of the said property as a farm and as agricultural land as hereinbefore defined PROVIDED ALWAYS that this covenant shall not apply to 1.5 acres or thereabouts comprised in OS number 9200 part shown coloured yellow on the said plan nor to any ^{other} ~~part~~ single area of up to 0.5 acres at any place upon the property for the purpose of the construction of one residential dwelling for the sole purpose of occupation by Mr A.G. Phillips or his Wife Child or Grandchild and for which planning consent has been granted
- (c) in this Clause the following expressions shall have the meanings hereinafter respectively assigned to them that is to say:
- (i) "the Vendor" and "the Purchaser" shall where the context so admits and without prejudice to the operation of Section 78 and 79 of the Law of Property Act 1925 include their respective successors in title and the persons claiming through or under them

(ii) "develop" and "development" shall have the meanings assigned to them respectively by the Town and Country Planning Act 1971 or any re-enactment or modification thereof for the time being in force

(iii) "the Retained Land" shall mean the land retained by the Vendor at the date hereof comprising:

(a) Tourner Bury Wood and Touner Bury Plantations shown edged yellow on the plan annexed hereto

(b) Foreshore and Mudflats comprised in H.M.Land Registry Title Number HP229822

(c) 1 and 3 Eastwood Close Tounerbury Lane Hayling Island aforesaid

(d) If the Rule of Law known as the Perpetuity Rule shall be applicable to the covenant contained in this Clause (but not further or otherwise) IT IS HEREBY

DECLARED that the said covenant shall not have effect after the expiration of a period of fifty years from the date hereof which said period is hereby declared to the Perpetuity Period for the purposes hereof

THE property hereby conveyed is conveyed subject to but with the benefit of all rights including rights of way whether public or private drainage water and electricity supplies and other rights obligations easements quasi easements and restrictive covenants and all existing or proposed wayleaves for pylons stays cables drains water gas and other pipes whether referred to herein or not

WHERE the Vendor has in any document affecting or relating to any part of the property hereby conveyed entered unto any positive covenant or indemnity ^{relating} to [REDACTED] covenants affecting such property for which the Vendor will remain liable after the date hereof the Purchaser hereby covenants that the Purchaser and its successors in title the owner or owners for the time being of the property hereby conveyed will observe and perform such covenants and will indemnify the Vendor and his estate from and against all liability actions costs and damages in respect of any future breach non-performance or non-observance thereof so far as aforesaid THE Vendor hereby acknowledges the right of the Purchaser and its successors in title to the production of the documents mentioned in the Third Schedule hereto and to delivery of copies thereof and hereby undertakes with the Purchaser and its successors in title for the safe custody thereof

THE Purchaser hereby acknowledges the right of the Vendor and his successors in title to the production of the Conveyance referred to in the Fourth Schedule hereto and to delivery of copies thereof and hereby undertakes with the Vendor and his successors in title for the safe custody thereof

IN WITNESS whereof the Vendor has hereunto set his hand and seal and the Purchaser has hereunto affixed its Common Seal the day and year first hereinbefore written

THE FIRST SCHEDULE

O.S.No.	Acreages Acres	Description
9080	3.91	Arable
0181	5.63	Arable
8283 pt	0.80 est	Arable
9793	0.32	Other (Pond)
9200 pt	14.15 est	(3.55 - Other (Buildings) (10.60 - Arable)
0005	0.02 1.75 <u>5.73</u>	7.14 Pasture
2992	1.28	Pasture
3871	5.59	Pasture
3200	14.97 <u>8.48</u>	23.45 Pasture
4500	1.68 1.40	3.04 Pasture



6500	0.38		
	<u>2.64</u>		
5512		3.02	Other (Seawall)
4827		2.92	Pasture
2913		6.24	Pasture
3428		2.34	Pasture
5036		3.34	Pasture
4648		11.06	Pasture
1521		1.66	Pasture
6925		16.15	Arable
8631		3.52	Arable
1342		16.52	Arable
1060 pt		17.36	Arable
4163		10.26 est	Arable
3568		21.21	Pasture
6871		0.24	Other (Pond)
5687		19.06	Pasture
4600 pt		1.72	Pasture
5800 pt		4.65 est	Pasture
		<u>6.91 est</u>	Other (Seawall)
		213.49	
LOT 2			
7746		11.12	
1060 pt		0.20 est	
3730 pt		<u>0.15 est</u>	
		11.47	
LOT 3			
7358		12.03	
8758		3.36	
8283 pt		<u>4.41 est</u>	
		19.80	
LOT 4			
8000	2.58		
	<u>1.06</u>	3.64	
9200 pt		<u>1.50 est</u>	
		5.14 est	
SUMMARY OF ACREAGES			
Lot 1		213.49	
Lot 2		11.47	
Lot 3		19.80	
Lot 4		<u>5.14</u>	
		249.90	

THE SECOND SCHEDULE

(a) The property is sold subject to:-

- (i) An Agreement dated 1st August 1986 made between Francis Ivan Snell (1) and the Nature Conservancy Council (2)
- (ii) The matters referred to in paragraphs 1 2 3 and 4 of an Assent dated 25th March 1983 made between John Michael Percy Bishop and Christopher Payan Dawnay (1) and Francis Ivan Snell (2)

(b) The property is sold together with:-

- (i) The benefit of the rights of way contained in a Conveyance dated 26th November 1931 made between George Jarman and Walter Jarman (1) Mabel Alice Miller Twine (2) and Ivan Edward Snell (3)
- (ii) The benefit of the said Agreement dated 1st August 1986
- (iii) The benefit of the covenants exceptions reservations rights and other matters (so far as they relate to the property) contained or referred to in

paragraphs 1 2 and 3 of the Second Schedule of the said Assent dated 25th March 1983

THE THIRD SCHEDULE

DATE

26th November 1931

INSTRUMENT

Conveyance

PARTIES

George Jarman & Walter
Jarman (1)
Mabel Alice Miller Twine (2)
Ivan Edward Snell (3)

John Michael Perry Bishop &
Christopher Payan Dawnay
(Personal Reps. of Ivan
Edward Snell Dec'd)(1)
Francis Ivan Snell (2)

25th March 1983

Assent

THE FOURTH SCHEDULE

DATE

10th December 1931

INSTRUMENT

Conveyance

PARTIES

Mabel Alice Miller Twine &
Leonard Harmer Miller Twine (1)
Emma Twine (2)
the said Leonard Harmer
Miller Twine & Charles
Edward Beare Longcroft (3)
(4)

SIGNED SEALED and DELIVERED)
by the said FRANCIS IVAN SNELL)
in the presence of:-)

& SON LIMITED was hereunto affixed)
and this deed was duly delivered)
in the presence of:-)

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