Land Registry Official Copy Reduced from original stre Hot to scale.

> THIS CONVEYANCE is made the eighth day of Septembeone thousand Anine hundred and eighty-seven BETWEEN COMMISSION FOR THE NEW TOWNS of Glen House Star Place Victoria Long Swite SAJ (hereinafter called "the which expr shall include the Commission for the one of 429/430 Ranglet Road Walton Bamber Bridge Preston (hereinafter called "the Purch "the Purch of the other part

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WHEREAS

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- (a) The Vendor is seised of the property hereby converted (hereinafter called "the Property") together with the premises near or adjoining thereto as to the Property for an estate in fee simple subject to a lease the dated the 16th June 1980 and made between Central Lancashire New Town Development Corporation (1) and 12000 Purchaser (2)
- (b) The Vendor has before the date hereof designation area of the said nearby or adjoining premises own it at the date hereof together with the Property a site of an estate known as the Walton Summit Employment Centre Bamber Bridge Preston (which said area together with the Property is hereinafter called "the Estate" and is for the purpose of identification only shown edged blue on Plan B hereto annexed) and has laid out or intends to lay out upon the Estate a number of industrial warehouses and other commercial buildings
- (c) The Vendor has agreed to sell the freehold reversion of the property expectant on the determination of the said lease to the Purchaser at a price of One hundred and twenty-five thousand pounds (£125,000)
- (d) In consideration of the said sale and purchase and for the purpose of securing the orderly administration of the Estate and the provision of all requisite easements and services to the Property and the remainder of the Estate and the buildings thereon or upon any part thereof the parties hereto have agreed to grant and reserve the rights and to enter into the covenants on their respective parts hereinafter set out to the intent that such covenants shall constitute a building scheme so as to entitle the Purchaser of any part of the Estate to enforce the covenants entered into by the Purchasers of all other parts of the Estate in whatever order of time their respective purchases were made

NOW THIS DEED WITNESSETH as follows

. IN pursuance of the said agreement and in consideration

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of the sum of <u>ONE HUNDRED AND TWENTY FIVE THOUSAND POUNDS</u> paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial Owner <u>HEREBY CONVEYS</u> unto the Purchaser <u>ALL THAT</u> plot of land having an area of 0.7 acres or thereabouts situate at and known as Unit 429/430 Ranglet Road Walton Summit Employment Centre Bamber Bridge Preston Lancashire aforesaid shown edged red on the Plan A annexed hereto <u>TOGETHER WITH</u> the rights set out in the First Schedule hereto <u>TO HOLD</u> the same unto the Purchaser in fee simple to the intent that the term granted by the said lease shall forthwith merge and be extinguished in the fee simple thereof <u>SUBJECT TO AND WITH</u> <u>THE BENEFIT OF</u> the covenants on the part of the Purchaser and the Vendor respectively herein contained <u>EXCEPT AND</u> <u>RESERVED</u> unto the Vendor and its successors in title the owners or occupiers for the time being of the whole or any part of the remainder of the Estate in fee simple for the benefit of each and every part of the Estate the matters set out in the Second Schedule hereto

2. THE Purchaser hereby covenant for itself and its successors in title the owners of the property and each and every part thereof with and for the benefit of the Vendor and its successors in title the owners of the remainder of the estate and each and every part thereof (liability under such covenant however in the case of any one proprietor being limited to its period of ownership) as follows :

- (a) Not in any way to use the whole or any part of the property nor to permit the same to be used for any noxious or offensive trade business or occupation nor so as to cause a nuisance or annoyance to the said remainder of the estate or the owners or occupiers thereof
- (b) That no building or works shall at any time be erected upon any part of the property otherwise than in accordance with plans and elevations and of materials previously approved by the Vendor's Surveyor and no building or alteration shall be commenced upon the property until such Surveyor shall have given a certificate in writing of such approval which approval and certificate shall not be unreasonably withheld **PROVIDED THAT** consent shall not be required for any internal works
- (c) Not to move plant and materials for use in connection with such building or works to and from the property except over the main roads on the estate and to take all reasonable care to avoid damage to the said roads and the footpaths on the estate and on demand to repay to the Vendor the cost of making good any damage thereto or to the sewers drains and pipes cables wires

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and other works therein and thereunder or to any other property of the Vendor

3. THE Vendor hereby covenants with the Purchaser for itself and its successors in title the owners of the remainder of the estate and each and every part thereof with and for the benefit of the Purchaser and its successors in title the owners of the property and each and every part thereof (liability under such covenant however in the case of any one proprietor being limited to its period of ownership) not in any way to use the whole or any part of the remainder of the estate nor to permit the same to be used for any noxious noisy or offensive trade business or occupation nor so as to cause nuisance or annoyance to the property or the occupiers or owners thereof

4. THE Vendor hereby acknowledges the right of the Purchaser to production and delivery of copies of the documents set out in the Third Schedule hereto and hereby undertakes with the Purchaser for the safe custody thereof

IN WITNESS whereof the Vendor and the Purchaser have caused their Common Seals to be hereunto affixed the day and year first before written

THE FIRST SCHEDULE

Rights granted to the Purchasers.

(i) the right if necessary at its own expense and making good any damage occasioned thereby to tie into the sewers and drains passing through the Estate and the right in common with any other person or persons having the like right the free passage and running of water soil and other services to and from all parts of the property through all sewers drains and other services now passing or within eighty years after the date hereof to pass under any portion of the estate with power at any time upon giving previous reasonable notice (or at any time in case of emergency) to enter upon the remainder of the estate not comprised in the property to make lay repair cleanse and maintain any cables wires pipes and drains passing in over through or under the same provided that the person or persons so entering shall cause as little damage disturbance and inconvenience to the remainder of the estate or its occupants as reasonably possible in so doing and shall make good all damage occasioned thereby

(ii) the right to use any road forming part of the estate including the road shown coloured green on plan A at all times and for all purposes with or without vehicles or animals in or in connection with the occupation and

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enjoyment of the property or any part thereof (iii) the right upon giving previous reasonable notice (or at any time in case of emergency) with or without workmen to enter and go upon such parts of the remainder of the estate as may be reasonably necessary to facilitate repair of the property or any building structure or other thing thereon the person or persons so entering causing as little damage and disturbance to the remainder of the estate as reasonably possible and making good all damage to any adjoining property occasioned thereby

THE SECOND SCHEDULE

Rights reserved by the Vendor

(i) The free passage and running of water and soil and other services to and from all other parts of the estate through all sewers and drains and other services now or within eighty years after the Conveyance of the property to be made in on over or under the property or any part thereof provided that the same shall not be overloaded beyond the capacity which they are for the time being designed to bear with power at any time upon giving previous reasonable notice (or at any time in case of emergency) to enter upon the property to make lay repair cleanse and maintain any cables wires pipes or drains passing in over through or under the same provided that the person or persons entering shall cause as little damage disturbance or inconvenience to the property or its occupants as reasonably possible in so doing and shall make good all damage occasioned thereby and

(ii) the right to use the road shown coloured yellow on plan A at all times and for all purposes with or without vehicles or animals in or in connection with the occupation and enjoyment of the estate or any part thereof

(iii) the right upon giving previous reasonable notice (or at any time in case of emergency) with or without workmen to enter and go upon such parts of the property as may be reasonably necessary to facilitate repair of the remainder of the estate or any buildings structure or other thing thereon the person or persons so entering causing as little damage and disturbance to the property or its occupants as reasonably possible and making good all damage occasioned thereby

THE THIRD SCHEDULE

17 June 1974

CONVEYANCE Peter Abbott Rawlinson and Margaret Rawlinson (1) and Central Lancashire New Town Development Corporation (2)

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