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(11)

DATED 11th March

1983

and J.R. DAVIES ESQ

to

NORTHUMBERLAND COUNTY COUNCIL

CONVEYANCE

of Rudchester Farm in the County
of Northumberland

C.B. Rodger, LLB., County Hall, Morpeth, Northumberland, NE61 2EF.

which are for the purposes of identification delineated on the plan attached hereto and thereon edged with red and which are more particularly described in the First Schedule hereto TOGETHER WITH (1) the dwellinghouse and outbuildings erected on the property known as Rudchester Farm and Rudchester Farm Cottages (2) the right to use the soil drainage pipe between the points marked F G and H on the said plan and to enter upon the adjoining land with or without workmen for the purpose of inspecting repairing cleansing maintaining or renewing the said soil drainage pipe making good all damage caused thereby (3) the right in common with others so entitled to use the septic tank located in field ordnance survey number 2134 at the point marked H on the said plan (4) the right to place an additional septic tank within field ordnance survey number 0138 and to connect to the same the Purchaser being responsible for compensation for any loss or damage caused in the exercise of the said right and (5) the right to receive and draw water through the existing supply pipes on the property the purchaser being responsible for maintaining the meter at the point of connection with the public water supply EXCEPTING AND RESERVING to the person or persons entitled thereto all mines and minerals under the property as the same have heretofore been excepted and reserved TO HOLD the same unto the Purchaser in fee simple but SUBJECT TO (1) the occupancy of Rudchester Farm Cottage by Mr Thomas Henry and Mrs Elsie Coxon (2) the right of the owners of adjoining properties being Rudchester Manor and Quarry House to the passage of water through the existing water pipes serving Rudchester Manor and Quarry House the approximate positions of which are shown by green lines on the said plan and of access thereto for the purpose of repair and maintenance (3) the right of way along the access route shown coloured yellow from the point marked P on the said plan on foot or with or without farm vehicles and equipment and animals for the owner of the adjoining land part ordnance survey numbers 4735 and 7327 for the purposes of access to the said adjoining land (4) the right for

the owner of the adjoining property known as
Rudchester Manor at his own expense to erect and
maintain a wall or hedge between the points marked
C and D on the said plan (5) rights granted by the
documents short particulars whereof are set out in the
Third Schedule hereto

- 2. THE Purchaser hereby covenants that it will within Six months of the date hereof erect and for ever maintain a pressure-treated post and four rail fence along the line between points M and N and O shown on the plan annexed hereto
- 3. THE Vendors hereby jointly and severally covenant that they will within Six months of the date hereof erect a post and two rail fence along the blue line Q to R shown on the plan annexed hereto (that is along a line fifteen feet to the north of line M N O) together with hurdles at the said points Q and R

 4. THE Purchaser HEREBY AGREES to pay to the Vendors one half of the cost of erecting fences and field gates along the blue line shown in field ordnance survey
- 5. FOR the purpose of this Conveyance except where the context otherwise requires the perpetuity period shall be the period of Eighty years commencing with the date hereof

number 0138 on the plan annexed hereto

6. THE Vendors hereby acknowledge the right of the Purchaser to production of the documents referred to in the Second Schedule and to delivery of copies thereof and undortake for the safe custody thereof

<u>IN WITNESS</u> whereof the Vendors have hereunto set their hands and seals and the Purchaser has caused its Common Seal to be hereunto affixed

lh she.

THE FIRST SCHEDULE above referred to

Ordnance Survey Field Number (1981 Edition)	Area in Acres
2449 (part)	3.27
2640 (part)	1.46
3348	1.06
7143	1.20
0035 (part)	1.53
4735 (part)	7.15
7327 (part)	7.23
0022 (part)	5.60
	Total 28.50 acres or thereabouts

THE SECOND SCHEDULE above referred to

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Description of Document

Trust Deed

<u>Parties</u>

(1) Ernest Bell
(2) Ernest Bell
Arthur Heywood
Charlesworth
and John
Rowland Davie

20 May 1982

<u>Date</u>

12 June 1979

Probate of the Will of Ernest Bell

THE THIRD SCHEDULE above referred to

Date	Description of Document	<u>Parties</u>
16 April 194	8 Wayleave Agreement	Wilfred James (1) North Eastern Electricity Board (2)
25 September 1962	Consent	John Campbell Stok and June Stobo (1) Central Electricity Generating Board (2)
9 June 1971	Agreement	Ambrose Walton (1) Newcastle and Gateshead Water Company (2)

SIGNED SEALED AND DELIVERED the Rub ant by the above named ARTHUR HEYWOOD CHARLESWORTH in the presence of:-SIGNED SEALED AND DELIVERED by the above mamed JOHN ROWLAND DAVIES in the presence of:an Waller 127 Broadway Tynemerck Personal Constant THE COMMON SEAL OF THE COUNTY COUNCIL OF NORTHUMBERLAND was hereunto affixed in the presence Af:-Chairman of the County Council Duly Authorised Officer