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Title Number CYM544055

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DATED 26th July 2016

J.R. WHATELY ESQ
AND OTHERS

-to-

BISHOPSTON COMMUNITY COUNCIL



SEQ78



CONVEYANCE

of freehold premises situate at Murton
in the City of Swansea

Strick & Bellingham
SWANSEA

THIS CONVEYANCE is made the 26th day of July Two Thousand and ~~Ten~~ Eleven
BETWEEN JULIAN RICHARD WHATELY and MATTHEW JAMES WAKEFIELD both of
Kinnard House 1 Pall Mall East London SW1Y 5AU and DAVID TERENCE DIGBY HARREL
of Hilcott Pewsey Wiltshire SN9 6LE (hereinafter called "the Vendors") of the one part and the
BISHOPSTON COMMUNITY COUNCIL (hereinafter called "the Purchaser") of the other part

WHEREAS:-

1. By virtue of the deeds documents and events shortly set out in Part I of the Second Schedule hereto the Vendors are seised of (inter alia) the premises hereinafter described and intended to be hereby conveyed for an estate in fee simple in possession upon the trusts of a Compound Settlement consisting of the Will of the Ninth Duke of Beaufort and the transaction referred to in the Order of the Honourable Mr Justice Upjohn made on the Twenty Eighth day of November One Thousand Nine Hundred and Fifty Six in the Chancery Division of the High Court of Justice as statutory owners and the Vendors are also Trustees of the said Compound Settlement for the purposes of the Settled Land Act 1925
2. The Vendors in pursuance of all powers vested in them by statute or otherwise as Trustees of the said Compound Settlement have agreed with the Purchaser for the sale of the said premises hereinafter described for an estate in fee simple subject as hereinafter mentioned but otherwise from incumbrances at the price of Five Hundred and Seventy Five Pounds

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said Agreement and in consideration of the sum of Five Hundred and Seventy Five Pounds paid by the Purchaser to the Vendors (the receipt whereof the Vendors hereby acknowledge) the Vendors as Trustees of the said Compound Settlement in pursuance of the power in that behalf under the Settled Land Act 1925 and of every other power enabling them HEREBY CONVEY and confirm unto the Purchaser ALL AND SINGULAR the premises described in the First Schedule hereto TO HOLD the same (except and reserved as mentioned in the said Schedule) unto the Purchaser in fee simple subject to all outgoing and all rights of way water drainage common and other easements (if any) affecting the same as now or heretofore used or enjoyed whether in respect of any property of the Vendors not comprised herein or otherwise and to any liability to repair or contribute to the repair of any road ways passages sewers

drains gutters fences party walls or other matters and subject also to an agreement dated the 18th day of July 1960 and made between the Most Honourable George Francis Hugh Marquess of Cambridge Sir Peter Walter Farquhar and Gerald Arthur Whately of the one part and Wales Gas Board of the other part (so far as the same relates to the property hereby conveyed) but with the benefit of the covenants on the part of Wales Gas Board therein contained (so far as aforesaid)

2. THE Purchaser for itself and its successors in title hereby covenants with the Vendors and their successors in title not to use the land for any purpose other than recreation and leisure purposes
3. PROVIDED ALWAYS that the Purchaser or the persons deriving title under it shall not be entitled to any right of light or air to the premises hereby conveyed which would restrict or interfere with the free use of any adjoining or neighbouring property for building or other purposes and so that the grant and Conveyance hereinbefore contained shall not be deemed or construed to imply the grant of any such right of light or air
4. THE Vendors hereby acknowledge the right of the Purchaser to the production of the documents more particularly referred to in Part 1 of the Second Schedule hereto and to delivery of copies thereof
5. THE Vendors as to the documents specified in Part II of the Second Schedule hereto hereby covenant with the Purchaser that as and when the said documents shall come into the possession of the Vendors or any person deriving title under them they will when requested and at the cost of the Purchaser or any person deriving title under it execute a Statutory acknowledgement for production of such documents and in the meantime and until the execution of such undertaking that every person having for the time being the possession of the said documents will keep them whole uncancelled and undefaced unless prevented from doing so by fire or other inevitable accident
6. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a 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 Twenty Five Thousand Pounds

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

THE FIRST SCHEDULE referred to

ALL THAT piece of parcel of land situate at Murton Swansea in the County of West Glamorgan and containing by admeasurement 13.19. acres or thereabouts being part of Mansel Green Murton aforesaid which said property is for the purpose of identification only described in the map or plan annexed hereto and thereon coloured red EXCEPT AND RESERVED in fee simple unto the Vendors and their successors in title all mines and minerals within and under the surface of the lands hereby assured with full power of working getting and carrying away the same (but by underground workings only) including power to let down the surface of the said land AND RESERVED also unto the Vendors and their successors in title and their lessees all necessary powers wayleaves and easements for enabling minerals to be gained from any adjoining or other lands to be carried through and under the lands hereby conveyed reasonable compensation being paid for any subsidence or damage or injury occasioned to the surface of the said land or any buildings or things standing thereon by the person or persons actually exercising the said rights as aforesaid and not the Vendors (unless the Vendors or any of them be such or one of such persons actually exercising the said rights as aforesaid)

THE SECOND SCHEDULE referred to

<u>DATE</u>	<u>DOCUMENT</u>	<u>PARTIES</u>
	Part I	
27 Apr 1948	CONVEYANCE	Trevor John Thomas & Others (1) Estate Owners Association Ltd (2)
19 Dec 1956	VESTING DEED	Tenth Duke of Beaufort (1) The Marquess of Cambridge & others (2)
18 Jul 1960	DUPLICATE AGREEMENT	Said Marquess of Cambridge & others (1) Wales Gas Board (2)
8 Apr 1968	DEED OF DECLARATION	Said Tenth Duke of Beaufort (1) Said Marquess of Cambridge & others (2) Arthur Hugh Harford (3)
8 Apr 1968	VESTING DEED	Said Marquess of Cambridge and others (1) Said Arthur Hugh Harford (2)

8 Nov 1968	SUBSIDIARY VESTING DEED	Estate Owners Association Ltd (1) Said Marquess of Cambridge and others (2)
1 Mar 1974	DEED OF DECLARATION	Said Tenth Duke of Beaufort (1) Said Sir Peter Walter Farquhar and others (2) Said Marquess of Cambridge (3)
1 Mar 1974	VESTING DEED	Said Marquess of Cambridge and others (1) Said Sir Peter Walter Farquhar and others (2)
19 Apr 2000	DEED OF RETIREMENT	J.R. Whately and R.W.J. Grant (1) M.D. Grundy (2)
26 Jun 2003	DEED OF APPOINTMENT	J.R. Whately (1) I.F. Lane (2) R.W.J. Cant (3)
21 Jun 2005	DEED OF APPOINTMENT	J.R. Whately (1) I.F. Lane (2) M.J. Wakefield and R.P. Sear (3)
8 May 2009	DEED OF APPOINTMENT	J.R. Whately (1) R.P. Sear (2) and D.T.D. Harrel (3)

Part II

19 Dec 1956	MORTGAGE	Said Marquess of Cambridge and others (1) Tenth Duke of Beaufort (2)
19 Dec 1956	TRANSFER OF MORTGAGE	Said Tenth Duke of Beaufort (1) Eagle Star Insurance Co Ltd (2)
6 Dec 1962	DEED OF SUBSTITUTION AND RELEASE	Said Marquess of Cambridge and others (1) Said Eagle Star Insurance Co Ltd (2)
1 Apr 1964	DEED OF RECTIFICATION	Said Marquess of Cambridge and others (1) Eagle Star Insurance Co Ltd (2)

SIGNED as a Deed by the said
JULIAN RICHARD WHATELY
in the presence of:-



A BLANEY
adBlaney
41 CHARLOTTE AVE
WICKFORD
ESSEX SS12 0DZ

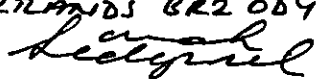
SIGNED as a Deed by the said
MATTHEW JAMES WAKEFIELD
in the presence of:-



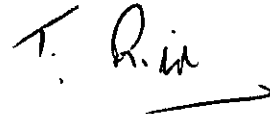
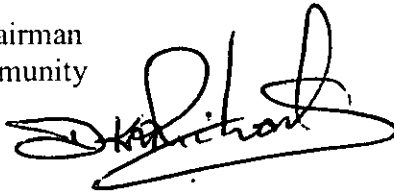
A. BLANEY
adBlaney
41 CHARLOTTE AVE
WICKFORD
ESSEX SS12 0DZ

SIGNED as a Deed by the said
DAVID TERENCE DIGBY HARREL
in the presence of:-



SARAH EDEWICK
54 RECREATION RD
SHORTLANDS BR2 0DY


EXECUTED as a deed by the Chairman
and Clerk of the Bishopston Community
Council in the presence of:



[Faint handwritten notes]

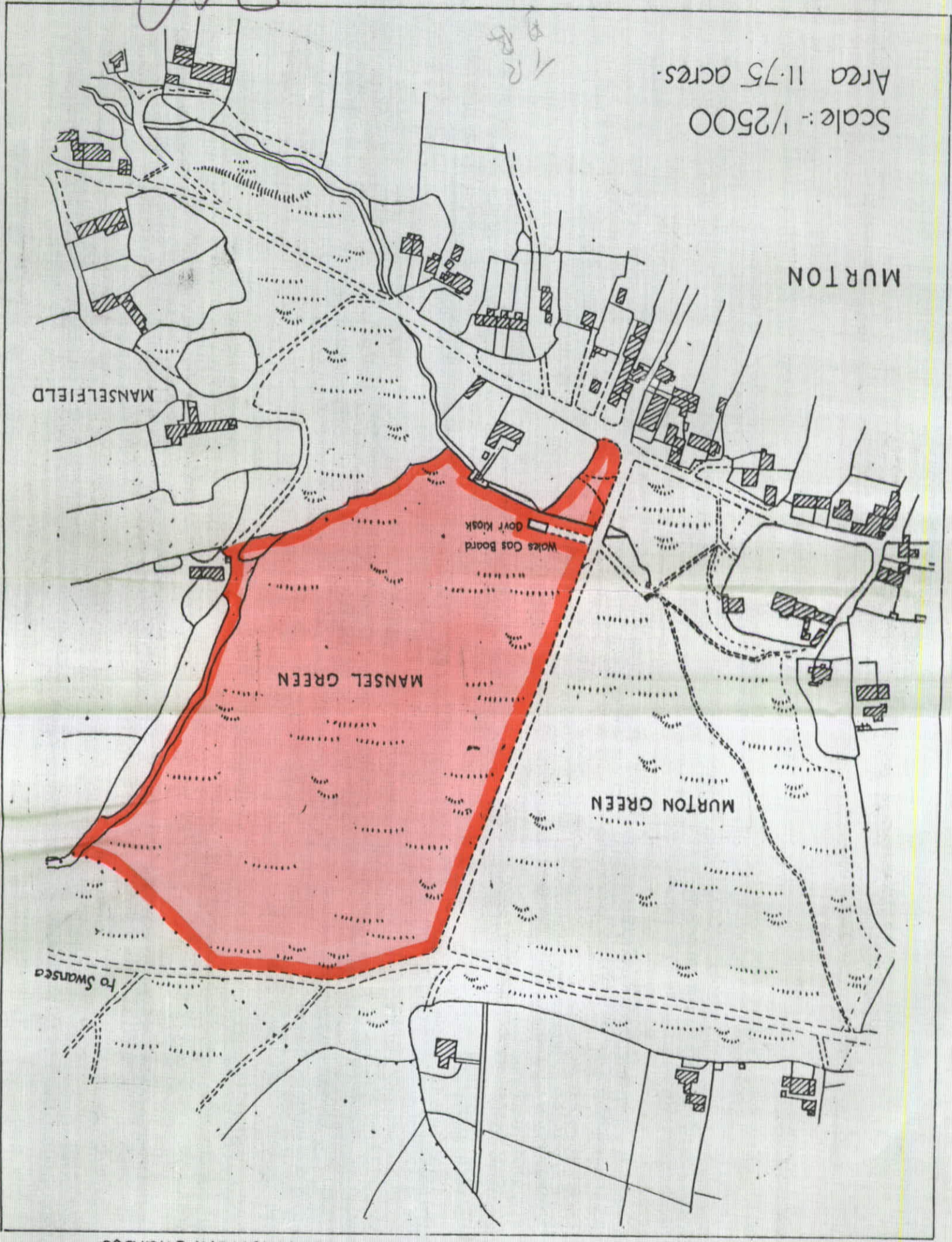
AN Richards.
ANNE RICHARDS
9 COPLEY CLOSE
MURTON
SWANSEA
SA3 3JL



Area 21077

Richard
m. Mawhood
I. R. D.A.
1/1/1988

Scale: 1/2500
Area 11.75 acres.



Bishopston Community Council.
Mansel Green, Murton, Swansea.