

THIS AGREEMENT is made the

day of

One

thousand nine hundred and eighty-two BETWEEN IRVINE JAMES COWLEY FRIEND of Mucklestone Old Rectory Market Drayton Shropshire (hereinafter called "the Vendor") of the one part and PETER R MILES of 37 Northdown Way Cliftonville Margate Kent (hereinafter called "the Purchaser") of the other part

WHEREBY IT IS AGREED AS FOLLOWS :-

1. The Vendor will sell and the Purchaser will buy the property described in the Schedule hereto for the sum of £75,000.00 whereof the sum of £7,500.00 shall be paid on the signing hereof by way of deposit to the Vendor's Solicitors Messrs. Girling, Wilson & Harvie as Stakeholders. The Deposit shall be paid by way of Cash Building Society Cheque or Bank Draft
2. The date fixed for completion is
3. The Vendor sells as Beneficial Owner
4. The Purchaser shall in the Conveyance to him of the property hereby agreed to be sold covenant with the Vendor and his successors in title for the benefit of the Vendor's adjoining property being Lawn Cottage and the Old Cottage and Barn lying to the north-east of the property and abutting the private road :-
 - (i) to maintain the walls and fences marked with an inward facing 'T' mark
 - (ii) to use the property hereby agreed to be sold as a single private dwelling house with ancillary garages stables and buildings and to use the garden as a private garden and the orchard and paddock adjoining solely and exclusively in conjunction with the use of the house as a private dwelling so that particularly no part of such garden orchard or paddock are in any way let on lease or licence or in any other way disposed of
 - (iii) no animals other than normal domestic animals shall be allowed on any part of the property hereby agreed to be sold
 - (iv) not to convert any of the buildings around the main dwelling house into living accommodation without the written consent of the Vendor
5. This Agreement is subject to the Special Conditions annexed hereto so far as the same are applicable

6. The title shall commence with an Assent dated the 1st day of November 1966 made between Elfrida Mary De Vaynes Cockcroft and Reginald Stewart Irvine Friend D.S.O. of the one part and the Vendor of the other part

7. The Vendor will prior to completion of this sale and purchase procure the completion of a Deed of Grant whereby the owners of the adjoining land including the private roadway leading from George Hill Road to the property hereby agreed to be sold as is coloured green on the plan and also land lying to the north-east of the property whereby the property shall have the benefit of all the necessary rights of way along the said private road together with the necessary easements for the use of the various services laid over under the said private road and also the right to the continued use of the drainage system leading from the property onto the land lying to the north-east of the property with the ancillary right to enter upon such property to maintain and reconstruct such drainage system Such Deed of Grant will be obtained at the Vendor's cost

THE SCHEDULE above referred to

ALL THAT Freehold property known as East Northdown House Northdown Margate in the County of Kent TOGETHER WITH the garden orchard and paddock adjoining (the property) all of which are for the purposes of identification only edged red on the plan attached hereto (the plan)

TOGETHER WITH :-

(1) A right of way for all purposes and at all times over the private roadway coloured green on the plan leading from George Hill Road. The Purchaser and his successors in title shall pay on demand for the maintenance of such private roadway a sum equal to one quarter of the rateable value of the property at the time of any such payment

In the event of there being no rateable value as such for the property then the Purchaser shall pay such a sum as may be agreed by the Vendor and Purchaser or in default of agreement such a sum as shall be decided upon by a Surveyor appointed by the Vendor as being a sum equivalent to one quarter

of the rateable value of the property

(2) A right of way at all times with or without animals for all reasonable purposes over that part of the Vendor's adjoining land as is coloured blue on the plan (the blue land) such right of way over the blue land shall expressly exclude any rights to park cars or motor vehicles upon the blue land. Such right of way shall be exercised having due regard at all times to the use and enjoyment of the Old Cottage adjoining the blue land.

The Purchaser shall be liable to contribute three quarters of the cost of maintaining that part of the blue land as is utilised for the right of way

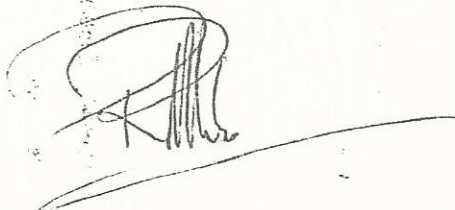
(3) The right to use so far as may be applicable all sewers drains wires cables and other services laid or passing through or under the remainder of the Vendor's adjoining land

BUT SUBJECT TO :-

(i) the right for the Vendor and his successors in title to enter upon the property at all reasonable times upon prior notice save in the event of emergency to repair renew or reconstruct any properties on the Vendor's adjoining land

(ii) the right for the Vendor and his successors in title for the benefit of his adjoining land to use so far as may be applicable all sewers drains wires cables and other services laid or passing through or under the property

(iii) any rights of light or air which would prejudicially affect the user by the Vendor and his successors in title of his adjoining land for building purposes are hereby expressly excepted from the effect of this transaction and it is hereby declared that the Purchaser and his successors in title shall not become entitled to any such rights for the benefit of the property

A handwritten signature in dark ink, consisting of a large, stylized capital 'R' followed by several vertical strokes and a long horizontal line extending to the right.

