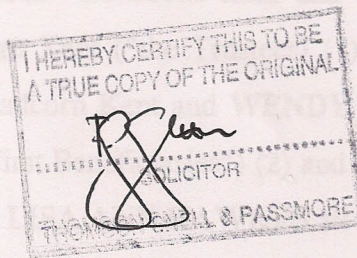


8

DATED

1<sup>st</sup> April

1998



MRS E M HAWKES AND J HAWKES, ESQ (1)

MRS E M HAWKES AND MRS. W. TAYLOR (2)

MESSRS. J AND R J HAWKES AND MISS L A HAWKES (3)

CONVEYANCE

relating to  
Austen Farm and Austen House  
Kings Road  
Headcorn Kent

Thomson Snell & Passmore  
3 Lonsdale Gardens  
TUNBRIDGE WELLS  
Kent TN1 1NX  
237-0094.98

THIS CONVEYANCE is made

1<sup>st</sup> April

1999

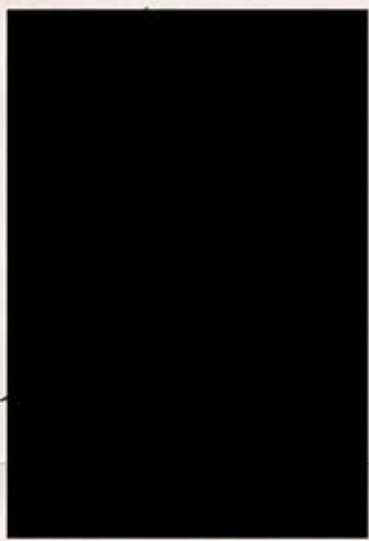
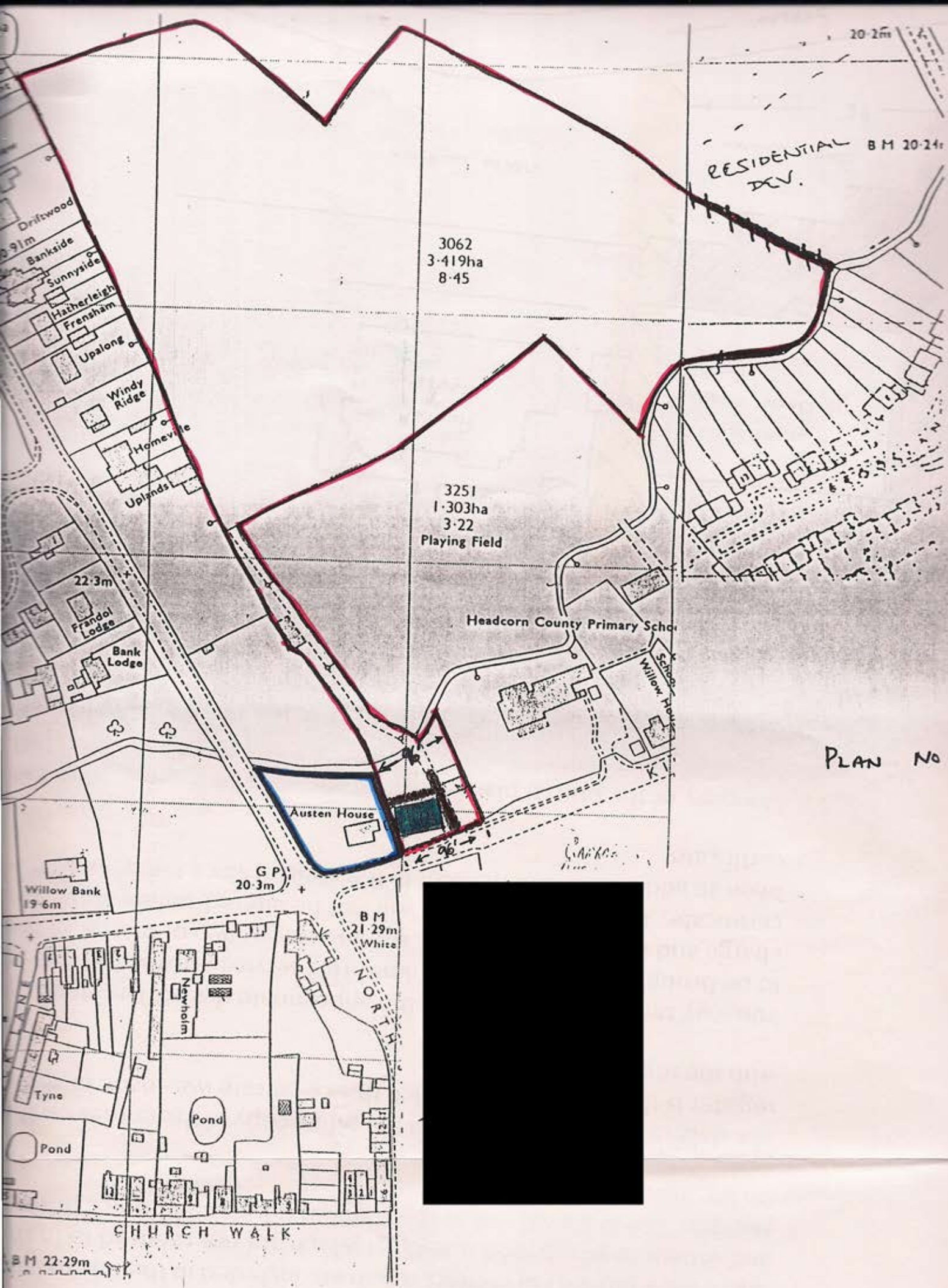
BETWEEN

EVA MAY HAWKES of Austen House Kings Road Headcorn Kent and JEFFERY HAWKES of Juffanie House Dawks Walk Headcorn Kent ("the Trustees") (1) and EVA MAY HAWKES of Austen House Kings Road Headcorn Kent and WENDY TAYLOR of Austen House Kings Road Headcorn Kent ("the First Beneficiaries") (2) and JEFFERY HAWKES RYCHARDE JEFFERY HAWKES and LISA ANN HAWKES all of Juffanie House Dawks Walk Headcorn Kent ("the Second Beneficiaries") (3)

1. DEFINITIONS

In this deed unless the context otherwise requires the following expressions shall have the following meanings:-

- "Mr Hawkes" the late LEONARD STEPHEN THOMAS HAWKS
- "Mrs. Hawkes" the said EVA MAY HAWKES
- "Mrs. Taylor" the said WENDY TAYLOR
- "the Conveyance" a Conveyance dated 4 December 1952 and made between George Boorman (1) and Mr Hawkes and Mrs Hawkes (2)
- "Plan No: 1" the plan numbered 1 annexed to this Conveyance
- "Plan No: 2" the plan numbered 2 annexed to this Conveyance
- "the First Deed of Gift" a Deed of Gift dated 1 March 1988 and made between Mrs Hawkes (1) and the Second Beneficiaries (2)
- "the Deed of Variation" a Deed of Variation dated 2 January 1990 and made between Mrs Hawkes (1) and the Second Beneficiaries (2)
- "the Second Deed of Gift" a Deed of Gift dated 23 March 1995 and made between Mrs. Hawkes (1) and Mrs. Taylor (2)
- "Austen House" the freehold land and buildings known as Austen House Kings Road Headcorn Kent being part of the property comprised in the Conveyance and shown edged blue on Plan No: 1
- "Austen Farm" the freehold land and buildings known as Austen Farm Kings Road Headcorn Kent being the balance of the property comprised in the Conveyance and shown edged red on Plan No: 1



Public Road

Public Footpath

Bran

Bran Garden

96

Stream

Austen House

House Garden

Scale 1mm = Approx 1ft.

Land Owned By J.H. With Right Of Way To E.M.S. 1977

PLAN NO 2

2.6 any obligation by a Party not to do any act or thing shall be and include an obligation not to permit, suffer or allow that act or thing to be done

2.7 the clause headings are for reference purposes only and shall not affect construction or interpretation

RECITALS

3.1 By the Conveyance Austen House and Austen Farm were conveyed to Mr Hawkes and Mrs Hawkes upon trust for sale for themselves as joint tenants beneficially

3.2 Mr Hawkes died on 5 January 1988

"the Brown Land"	the land coloured brown on Plan No: 1 and on Plan No: 2
"the Yellow Land"	the land coloured yellow on Plan No: 2
"the Barn"	that part of Austen Farm coloured green on Plan No: 1
"Services"	foul and surface water drainage water gas electricity telephone and other telecommunications
"Service Media"	sewers drains conduits gutters channels pipes wires cables and other conducting media
"Projections"	eaves roofs gutters spouts downpipes chimneys foundations and any similar structures

2. INTERPRETATION

Where in this Deed the context so admits:

- 2.1 words importing one gender include the other genders and words importing the singular include the plural and vice versa
- 2.2 the expressions "the Trustees" "the First Beneficiaries" and "the Second Beneficiaries" include their respective successors in title
- 2.3 reference in this Deed to any land or property should be to and include reference to any part or parts as well as to the whole
- 2.4 where obligations (expressed or implied) are made or to be made by or with a party that consists of two or more persons such obligations are made by or with those persons jointly and severally SAVE THAT obligations made by or with the Trustees (here meaning only the Trustees who are party to this Deed) are made jointly
- 2.5 reference to "Party" shall mean a party to this Deed and "Parties" shall be construed accordingly
- 2.6 any obligation by a Party not to do any act or thing shall be and include an obligation not to permit suffer or allow that act or thing to be done
- 2.7 the clause headings are for reference purposes only and shall not affect construction or interpretation

3. RECITALS

- 3.1 By the Conveyance Austen House and Austen Farm were conveyed to Mr Hawkes and Mrs Hawkes upon trust for sale for themselves as joint tenants beneficially
- 3.2 Mr Hawkes died on 6 January 1988

- 3.3 By the First Deed of Gift Mrs Hawkes transferred to the Second Beneficiaries as beneficial tenants in common in equal shares a one half share of and in (inter alia) Austen Farm
- 3.4 By the Deed of Variation there was gifted to the Second Beneficiaries as beneficial tenants in common in equal shares (inter alia) the remaining half share of and in Austen Farm
- 3.5 By the Second Deed of Gift Mrs. Hawkes transferred to Mrs. Taylor a one half share of and in Austen House
- 3.6 By virtue of a Deed of Appointment dated 30 April 1998 and made between Mrs Hawkes (1) and the said Jeffery Hawkes (2) the Trustees are the present trustees of the Conveyance
- 3.7 The Parties have agreed to enter into this Deed to:
  - (a) vest Austen House in the First Beneficiaries
  - (b) vest Austen Farm in the Second Beneficiaries
  - (c) rectify certain omissions and errors in the First Deed of Gift the Deed of Variation and the Second Deed of Gift

4. CONVEYANCE

- 4.1 The Trustees in pursuance of Section 6(2) of the Trusts of Land and Appointment of Trustees Act 1996 ("the Act") the Trustees:
  - (a) convey to the First Beneficiaries Austen House
  - (b) convey to the Second Beneficiaries Austen Farm
- 4.2 This Conveyance is made with Limited Title Guarantee

5. RIGHTS AND EASEMENTS

- 5.1 The Second Beneficiaries as owners of Austen Farm grant to the First Beneficiaries as owners of Austen House the rights and easements set out in the First Schedule
- 5.2 The First Beneficiaries as owners of Austen House grant to the Second Beneficiaries:
  - (a) for the benefit of Austen Farm the rights and easements set out in Part 1 of the Second Schedule
  - (b) for the benefit of the Barn the rights and easements set out in Part 2 of the Second Schedule

6. COVENANTS BY THE FIRST BENEFICIARIES

The First Beneficiaries so as to bind Austen House into whosoever hands Austen

House may come COVENANT with the Second Beneficiaries for the benefit of Austen Farm to observe and perform the covenants set out in the Third Schedule

7. COVENANTS BY THE SECOND BENEFICIARIES

The Second Beneficiaries so as to bind Austen Farm into whosoever hands Austen Farm may come COVENANT with the First Beneficiaries for the benefit of Austen House to observe and perform the covenants set out in the Fourth Schedule

8. The Trustees in pursuance of Section 16 of the Act DECLARE that they are discharged from the trusts applicable to Austen Farm and Austen House

9. AGREEMENT AND DECLARATION

It is Agreed and Declared that

9.1 Where reference is made in this Conveyance to payment of a fair proportion of cost the amount payable shall be determined in the event of dispute by a surveyor to be appointed by the President or one of the Vice Presidents for the time being of the Royal Institution of Chartered Surveyors at the instance of any person entitled to seek or obliged to make the payment the decision of the surveyor (who shall also determine the question of costs) to be final

9.2 Whether by implication prescription or otherwise neither the First Beneficiaries nor the Second Beneficiaries shall become entitled to any right of light or air which would restrict or interfere with the free use of Austen House or Austen Farm for building or other purposes not to any right of way except as may be both specifically described and expressly granted or reserved by this Conveyance

10. CERTIFICATE

It is hereby certified that this instrument falls within categories F and L in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

THE FIRST SCHEDULE

Rights Granted to Austen House

1. The right to pass and repass at all times and for all purposes over the Brown Land in common with the Second Beneficiaries and all persons authorised by the Second Beneficiaries subject to payment of a fair proportion of the cost incurred in maintaining and repairing the land used in common

2. The right to the free passage of running of Services through Service Media now laid or constructed on under or through or which belong to Austen Farm and which serve Austen House subject to payment of a fair proportion of the cost incurred in cleaning

- maintaining repairing and renewing those used in common
3. The right to keep and use Projections incidental to any building now erected on Austen House which overhang or protrude beneath Austen Farm
  4. The right to enter after giving reasonable notice at all reasonable times (except in the case of emergency) upon Austen Farm so far as may be necessary for the purposes of inspecting cleaning maintaining repairing and renewing the Brown Land Service Media serving Austen House and Projections buildings walls fences and other boundary structures of Austen House now laid or constructed subject to causing as little damage as possible and making good to the reasonable satisfaction of the Second Beneficiaries all damage caused

#### THE SECOND SCHEDULE - PART I

##### Rights Granted to Austen Farm

1. The right to the free passage and running of Services through Service Media now laid or constructed on under or through or which belong to Austen House and which serve the Retained Land subject to payment of a fair proportion of the cost incurred in cleaning maintaining repairing and renewing those used in common.
2. The right to enter after giving reasonable notice at all reasonable times (except in the case of emergency) upon Austen House so far as may be necessary for the purposes of inspecting cleaning maintaining and repairing Service Media serving Austen Farm subject to causing as little damage as possible and making good to the reasonable satisfaction of the First Beneficiaries all damage caused

#### THE SECOND SCHEDULE - PART II

##### Rights Granted to the Barn

1. The right to pass and repass at all times and for all purposes over the Yellow Land in common with the First Beneficiaries and all persons authorised by the First Beneficiaries subject to payment of a fair proportion of the cost incurred in maintaining and repairing the land used in common
2. The right to the free passage and running of Services through Service Media now laid or constructed on under or through or which belong to Austen House and which serve the Barn subject to payment of a fair proportion of the cost incurred in cleaning maintaining repairing and renewing those used in common
3. The right to keep and use Projections incidental to the Barn which overhang or protrude beneath Austen House
4. The right to enter after giving reasonable notice at all reasonable times (except in the



case of emergency) upon Austen House so far as may be necessary for the purposes of inspecting cleaning maintaining repairing and renewing Service Media serving the Barn and Projections buildings walls fences and other boundary structures of the Barn now laid or constructed subject to causing as little damage as possible and making good to the reasonable satisfaction of the First Beneficiaries all damage caused

### THE THIRD SCHEDULE

#### Stipulations binding on Austen House

1. Not to park vehicles on the Brown Land or the Yellow Land or to obstruct it in any way.
2. To pay a fair proportion of the cost incurred:-
  - (a) in maintaining and repairing the Brown Land; and
  - (b) in cleaning maintaining repairing and renewing Service Media laid or constructed on under or through or which belong to Austen Farm and which serve both Austen House and Austen Farm
3. Subject to payment by the Second Trustees of a fair proportion of the cost:
  - (a) to maintain and repair the Yellow Land
  - (b) to clean maintain repair and renew Service Media laid or constructed on under or through or which belong to Austen House and which serve both Austen House and Austen Farm

### THE FOURTH SCHEDULE

#### Stipulations binding on Austen Farm

1. Not to park vehicles on the Brown Land or the Yellow Land nor to obstruct it in any way
2. Subject to payment by the First Beneficiaries of a fair proportion of the cost:
  - (a) to maintain and repair the Brown Land; and
  - (b) to clean maintain repair and renew Service Media laid or constructed on under or through or which belong to Austen Farm and which serve both Austen Farm and Austen House
3. To pay a fair proportion of the cost incurred:
  - (a) in maintaining and repairing the Yellow Land
  - (b) in cleaning maintaining repairing and renewing Service Media laid or constructed on under or through or which belong to Austen House and which serve both Austen House and Austen Farm