



This Conveyance

is made the Nineteenth

day of

April

One Thousand Nine Hundred and Eighty-two

B E T W E E N DEVON COUNTY COUNCIL of County Hall Exeter in the County of Devon
(hereinafter called "the Vendor") of the one part and WITHERIDGE PARISH COUNCIL
(hereinafter called "the Council") of the other part

W H E R E A S :

(1) The Vendor is seised of the property hereinafter described for an estate in fee simple in possession subject to a Lease (hereinafter called "the Lease") dated the Twenty-fourth day of June One Thousand Nine Hundred and Seventy-five and made between the Vendor of the one part and the Council of the other part

(2) The Vendor has agreed to sell the same to the Council at the price of Ten Thousand Pounds (£10,000-00) and the Council has requested the Vendor to convey the said property in manner and upon the trusts hereinafter appearing

NOW THIS DEED W I T N E S S E T H as follows :

1. In pursuance of the said agreement and in consideration of the sum of TEN THOUSAND POUNDS paid by the Council to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby conveys unto the Council ALL THAT land to the South and East of Witheridge School Witheridge in the County of Devon being part of Ordnance Survey Field 7818 on the Ordnance Survey Sheet SS 8014 extending to 4.14 acres (1.675 hectares) approximately and shown for the purposes of identification only coloured pink on the plan annexed hereto TOGETHER WITH the rights more particularly set out in the First Schedule hereto TO HOLD the same unto the Council in fee simple to the intent that the term reserved by the Lease shall merge and be extinguished in the fee simple thereof upon the trusts and subject to the powers and provisions set out in the Third Schedule hereto
2. The Council hereby covenants with the Vendor that the Council and its successors in title will use the property hereby conveyed solely as a playing field and it is agreed that such covenant is pursuant to Section 79 of the Law of Property Act 1925 and Section 7 of the Devon County Council Act 1972
3. The Council hereby covenants with the Vendor that if at any time within 21 years from the date hereof the Council desires to sell its estate in the property hereby conveyed or any part thereof the Council will before taking any step to sell the same comply with the conditions set out in the Second Schedule hereto
4. The Vendor hereby acknowledges the right of the Council to the production of a Conveyance dated the First day of April One Thousand Nine Hundred and Thirty-eight and made between George Henry Selly of the one part and the Vendor of the other part and to delivery of copies thereof and hereby undertakes for the safe custody of the same
5. 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 Thousand Pounds

I N W I T N E S S whereof the Vendor has caused its common seal to be hereunto affixed and William John Stoddard and Richard Dunscombe Alleyne two members of the Council have on behalf of the Council hereunto set their hands and seals the day and year first before written

THE FIRST SCHEDULE before referred to

1. Subject to the provisions of paragraph 3 hereof the benefit of a grant of easement in respect of the foul water drain shown by a red line on the plan annexed hereto which drain connects to the existing sports pavilion on the property hereby conveyed into the drain in the Vendor's adjacent Fire Station Yard
2. Subject to the provisions of paragraph 3 hereof the right to maintain the existing water pipe to the said sports pavilion under the said adjacent Fire Station
3. (a) The Easements being for the existing sports pavilion only as presently enjoyed and for no other purpose or increase of water
(b) The prior consent of the Devon County Architect being obtained before entry by the Council to the said yard for the purpose of cleansing maintaining renewing or repairing the said drain or pipe no hindrance being caused by such cleansing maintenance renewal or repair as aforesaid to the Fire Service equipment operation personnel or vehicles and the reinstatement of the said yard to be carried out by the Council to the satisfaction of the Devon County Architect
(c) The Council being liable for half the cost of cleansing maintaining renewing and repairing the Vendor's foul water drain serving the Fire Station from the Fire Station to the drains connection with the public sewer

THE SECOND SCHEDULE before referred to

- (a) Before taking any steps to sell the property or any part thereof the Council shall give notice in writing to the Vendor of such desire and if the Council desires to sell the whole then in respect of the whole or if the Council desires to sell a part then in respect of that part the Vendor may within three months from the service of the Council's notice serve on the Council a counter-notice requiring the Council to sell the whole or that part thereof to the Vendor
- (b) If the Vendor shall serve such a counter-notice the price to be paid by the Vendor shall be calculated as being the value of the property used solely as a playing field at that time

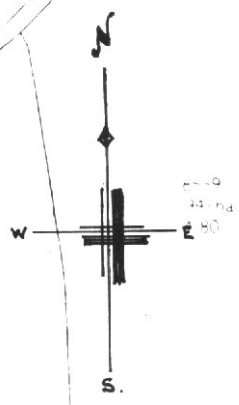
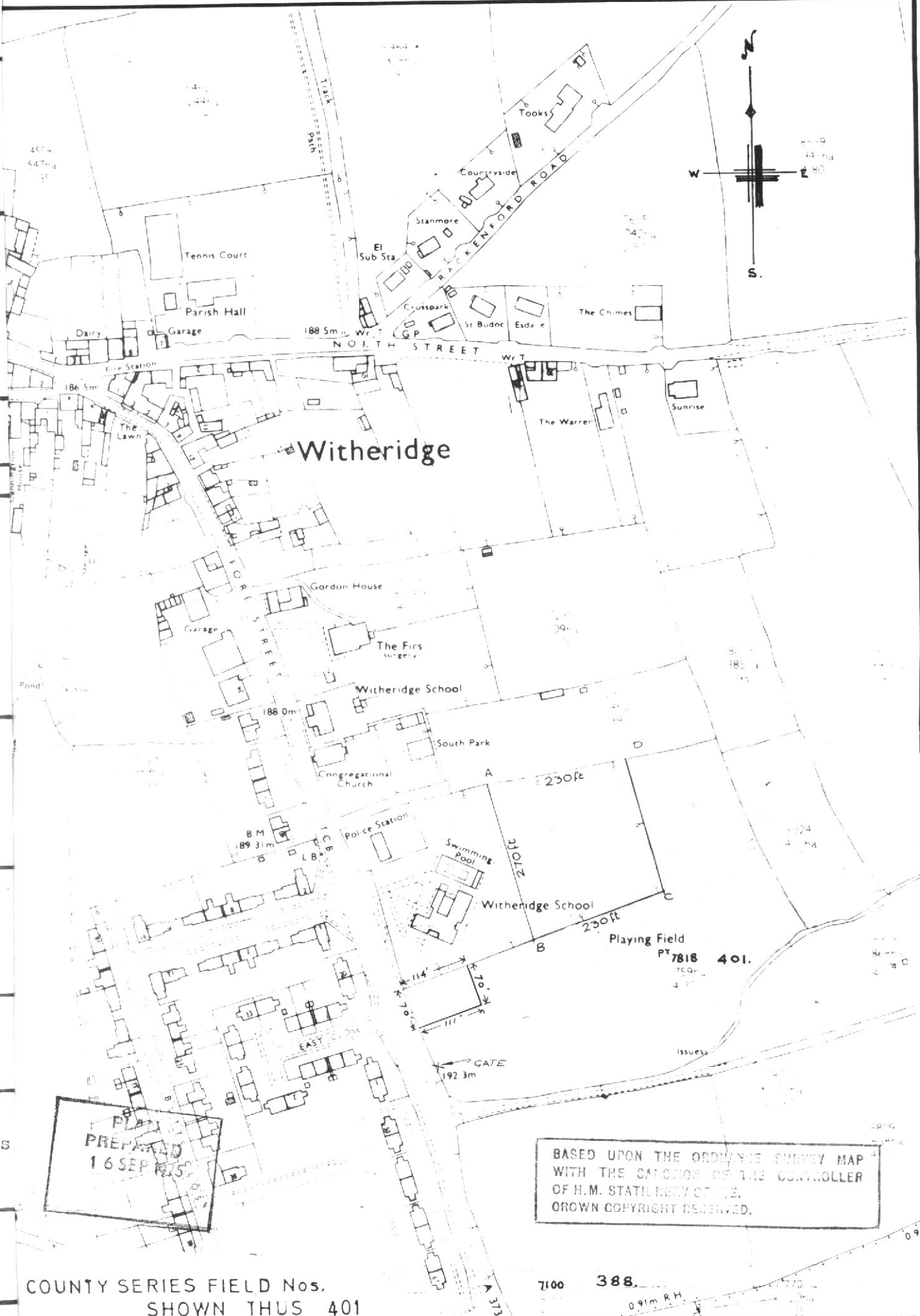
- (c) The then current edition of the Law Society's Conditions of Sale shall apply to the sale as though the service of the counter-notice by the Vendor constituted an exchange of Contracts between the Council and the Vendor
- (d) The date fixed for completion shall be deemed to be a date not later than one month after the price has been agreed or determined
- (e) If the Vendor shall not serve a counter-notice under paragraph (a) hereof the Council shall be free to sell the property to which the Council's notice related otherwise than to the Vendor

THE THIRD SCHEDULE before referred to

1. The property hereby conveyed (hereinafter called "the trust property") shall be held upon trust for a recreation ground for the benefit of the inhabitants of the Parish of Witheridge in the County of Devon in such manner as the Committee of Management hereinafter mentioned shall from time to time think fit
2. The general management and control of the trust property and the arrangements for its use shall be vested in a Committee of Management (hereinafter called "the Committee")
 - (a) Three elected Members of the Committee shall be elected at the annual general meeting to be held as in this Deed provided for a term of Office commencing at the end of the annual general meeting at which they are elected and expiring at the end of the annual general meeting in the following year
 - (b) Eleven representative members of the Committee shall be appointed by such appointing organisation as are set out in the first column of the Fourth Schedule hereto such organisations appointing up to the number of representative members of the Committee as are set out in the second column of the Fourth Schedule hereto and their names shall be notified by each appointing organisation to the Secretary of the Committee. They shall except in the case of such members appointed to fill casual vacancies be appointed before the annual general meeting in any year for a term of office commencing at the end of the annual general meeting next after their appointment and expiring at the end of the annual general meeting in the following year
 - (c) The Headmaster for the time being of the Witheridge Primary School shall be a Member of the Committee
 - (d) The Committee shall have power to co-opt not more than two members to hold office until the end of the annual general meeting following their co-option
 - (e) Any competent member of the Committee may be reappointed or re-elected
3. The Committee at their first meeting in each year after the annual general

meeting shall elect one of their number to be Chairman of their meetings and may elect one of their number to be Vice-Chairman. The Chairman and Vice-Chairman shall continue in Office until their successors are respectively elected. If the Chairman is absent from any meeting the Vice-Chairman (if any) shall preside otherwise the Members present shall before any other business is transacted choose one of their number to preside at that meeting _____

4. There shall be an Annual General Meeting to be convened by the Committee in the month of April in each year the first of such meetings (herein called "the first General Meeting") to be convened in the month of April One Thousand Nine Hundred and Eighty-two 21 days' notice to be affixed to some conspicuous part of the Trust property or other conspicuous place or places in the said Parish of the inhabitants of the age of 18 years or upwards of either sex for the purpose of receiving the Report and Accounts of the Committee and for accepting the resignations of members of the Committee and for the purpose of electing members under Clause 2 hereof and for taking such action as it may decide under clause 7 hereof provided nevertheless that if in any year an Annual General Meeting shall not be convened and held in the month of April the Annual General Meeting for that year shall be held as soon as practicable after the month of April _____
5. The Committee shall have power by Resolution of the Committee passed at a meeting at which not less than two-thirds of all the members of the Committee vote in favour of the Resolution to allow any existing organisation in the said parish not mentioned in the Fourth Schedule hereto and any other organisations which hereafter be formed in the said Parish having aims of a recreational character consistent with those upon which the trust property is held hereunder to appoint an additional member of the Committee in the same manner as if such organisation had been mentioned in the Fourth Schedule hereto and for this purpose the total number of members of the Committee as provided for in Clause 2 hereof may be increased but no Resolution shall be effective until it has been approved in writing by the Council _____
6. A casual vacancy arising from the death or resignation or removal of an appointed member of the Committee shall be filled by the organisation by which such member shall have been appointed and the person so appointed shall retire at the time when the vacating member would have retired. In the event of a vacancy arising through the death resignation or removal of a member of the Committee elected by the Annual General Meeting the Committee shall have power to fill such vacancy until the next Annual General Meeting. All members shall retire annually at the Annual General Meeting _____



PLAN
PREPARED
16 SEP 1955

BASED UPON THE ORDINANCE SURVEY MAP
WITH THE CAUTION OF THE CONTROLLER
OF H.M. STATIONERY OFFICE.
CROWN COPYRIGHT RESERVED.

COUNTY SERIES FIELD Nos.
SHOWN THUS 401

7100 388
0.91m R.H.

WITHERIDGE

DEVON COUNTY COUNCIL
AREA ESTATES SURVEYOR
NORTH AREA

Scale

7. If any organisation entitled to appoint a Member of the Committee ceases to exist or fails to make an appointment in manner aforesaid before the Annual General Meeting in any year the Annual General Meeting shall decide in what way if at all the vacancy shall be filled _____
8. The proceedings of the Committee shall not be invalidated by any vacancy among its members or by any defect in the appointment or qualification of any member _____
9. The Committee may from time to time make and alter Rules for the conduct of its business and for the summoning conduct and recording in a Minute Book of its meetings and in particular with reference to:
 - (a) The terms and conditions upon which the Trust Property may be used for recreation and the sum (if any) to be paid for such use _____
 - (b) The appointment of an Auditor Treasurer and such other unpaid officers as it may consider necessary and the fixing of their respective terms of office _____
 - (c) The engagement and dismissal of such paid officers and servants for the Trust Property as it may consider necessary _____
 - (d) The number of members who shall form a quorum at its meetings provided that the number of members who shall form a quorum shall never be less than a third of the total number of members of the Committee _____
10. All payments in respect of the use of the Trust Property and all donations for the benefit thereof shall be paid into a Trust Account at the Lloyds Bank at South Molton or at such other Bank as shall from time to time be substituted by the Committee any such substitution to be endorsed upon this Trust Deed with a copy of the resolution relating thereto _____
11. The moneys standing to the credit of the said Account shall be applied as the Committee shall decide in maintaining repairing and insuring the Trust Property and the buildings and effects thereon and in paying rent rates taxes salaries wages and other outgoings and in providing equipment and means of recreation and otherwise for the maintenance and improvements of the Trust Property _____
12. The Council may upon the vote of a majority of its members from time to time by mortgage or otherwise obtain such advances on the security of the Trust Property or any part thereof as may be required for maintaining extending or improving the same or any part thereof or erecting any building thereon or for the work carried on thereon and may continue or repay in whole or in part and from time to time any existing mortgage or charge on the said property _____
13. If the Council by a majority decides at any time that on the ground of expense or otherwise it is necessary or advisable to discontinue the use of the Trust Property in whole or in part for the purposes hereinbefore indicated it shall call a meeting of the inhabitants of the age of 18 years or upwards of the said Parish of which meeting not less than 21 days' notice (stating the

terms of the Resolution that will be proposed thereat) shall be posted in a conspicuous place or places on the Trust Property and advertised in a newspaper circulating in the said Parish and if such decision shall be confirmed by a majority of such inhabitants present at such meeting and voting the Council may let or sell the trust property or any part thereof

14. If any rules made under the power in that behalf hereinbefore contained are inconsistent with the provisions of these presents the latter shall prevail

THE FOURTH SCHEDULE before referred to

<u>Organisation</u>	<u>Number of Representative Members</u>
The Parish Council	Three
Witheridge Association Football Club	Two
Incorrigibles Cricket Club	Two
Witheridge Primary School Managers	Two
Witheridge Youth Club	Two

THE COMMON SEAL of the DEVON COUNTY COUNCIL)
was herunto affixed in the presence of:-)

Jm Broxly

Assistant County Solicitor:

DOCUMENT No.11621.....

SIGNED SEALED AND DELIVERED by the said)
WILLIAM JOHN STODDARD in the presence of)

G. J. Bidgood.

SIGNED SEALED AND DELIVERED by the said)

Richard D. Alleyne.
RICHARD DUNSCOMBE ALLEYNE

G. J. Bidgood.
23 West Street,
Witheridge,
Tavistock,
Devon.

Occupation - Farming Managers