

DATED

10th February

1949.

MR. W. C. HITCHEN

-and-

THE URBAN DISTRICT COUNCIL OF
NORTHWICH

COUNTERPART

A G R E E M E N T

for the exchange of freehold land in
Northwich in the County of Chester.

Chambers & Co.,
NORTHWICH.

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A N AGREEMENT made the Tenth day of February
One thousand nine hundred and forty-nine B E T W E E N
WILLIAM COOK HITCHEN of 4 and 6 Castle Street Northwich
in the County of Chester Motor Engineer (hereinafter
called "Mr. Hitchen") of the first part and THE URBAN
DISTRICT COUNCIL OF NORTHWICH (hereinafter called "the
Council") acting by Harold Grantham their Clerk of the
other part

W H E R E B Y it is agreed as follows :-

1. MR. HITCHEN being seised in fee simple in possession
subject as hereinafter mentioned but otherwise free from
incumbrances of the property described in the First - -
Schedule hereto (hereinafter called "the green land") and
the Council being seised in fee simple in possession - -
subject as hereinafter mentioned but otherwise free from
incumbrances of the property described in the Second - -
Schedule hereto (hereinafter called "the red land") will
give and take in exchange their said respective properties.
2. MR. HITCHEN will (within three months from the date hereof)
(coloured red on Plan Number 1)
at his own cost remove or demolish the motor garages/
built of corrugated iron sheets and situate partly on the
green land and partly on adjoining land belonging to him
and will clear the site of the material thereof to the
satisfaction of the Council.
3. (a) MR. HITCHEN will at his own cost erect a brick wall
not less than Six feet in height on the new boundary line

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between the points marked A and B on Plan Number 1 hereto annexed such wall to remain the property of Mr. Hitchen.

(b) The Council will at their own cost erect a steel mesh fence Six feet in height along the westerly and south westerly boundaries of the red land such fences to remain the property of the Council and the Council will thereafter keep and maintain the said fences in good repair.

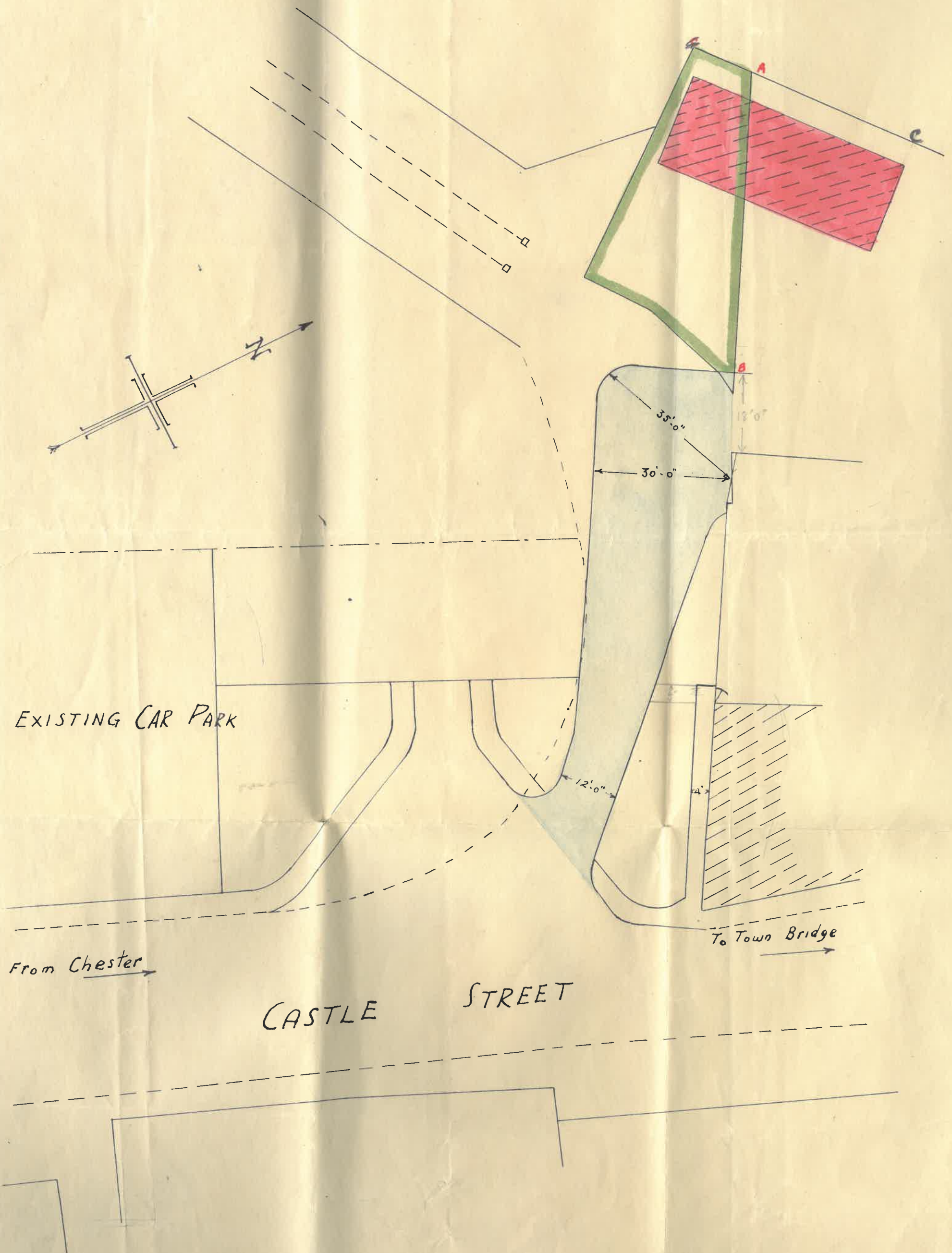
(c) The Council will also at their own cost erect a suitable fence along and co-extensive with the north westerly boundary of Mr. Hitchen's land at the rear of the motor garages partly shown in Plan No. 1 hereto annexed and the Council will thereafter keep and maintain the said fence in good repair.

4. MR. HITCHEN shall be permitted to erect on land belonging to him situate on the north easterly side of and adjoining the green land such building or buildings to be used as a motor garage or motor garages as he may require in substitution for those hereby agreed to be demolished provided that proper plans in accordance with building bye laws are first submitted to the Council for their approval and the consent of the Area Planning Officer of the Cheshire County Council obtained thereto.
5. THE COUNCIL hereby admit the free and unrestricted right of Mr. Hitchen to pass with or without vehicles of all kinds laden or unladen between the highway known as Castle Street and the said adjoining land over and along

PLAN REFERRED TO

NO 1

See amended plan
on Deed of Exchange

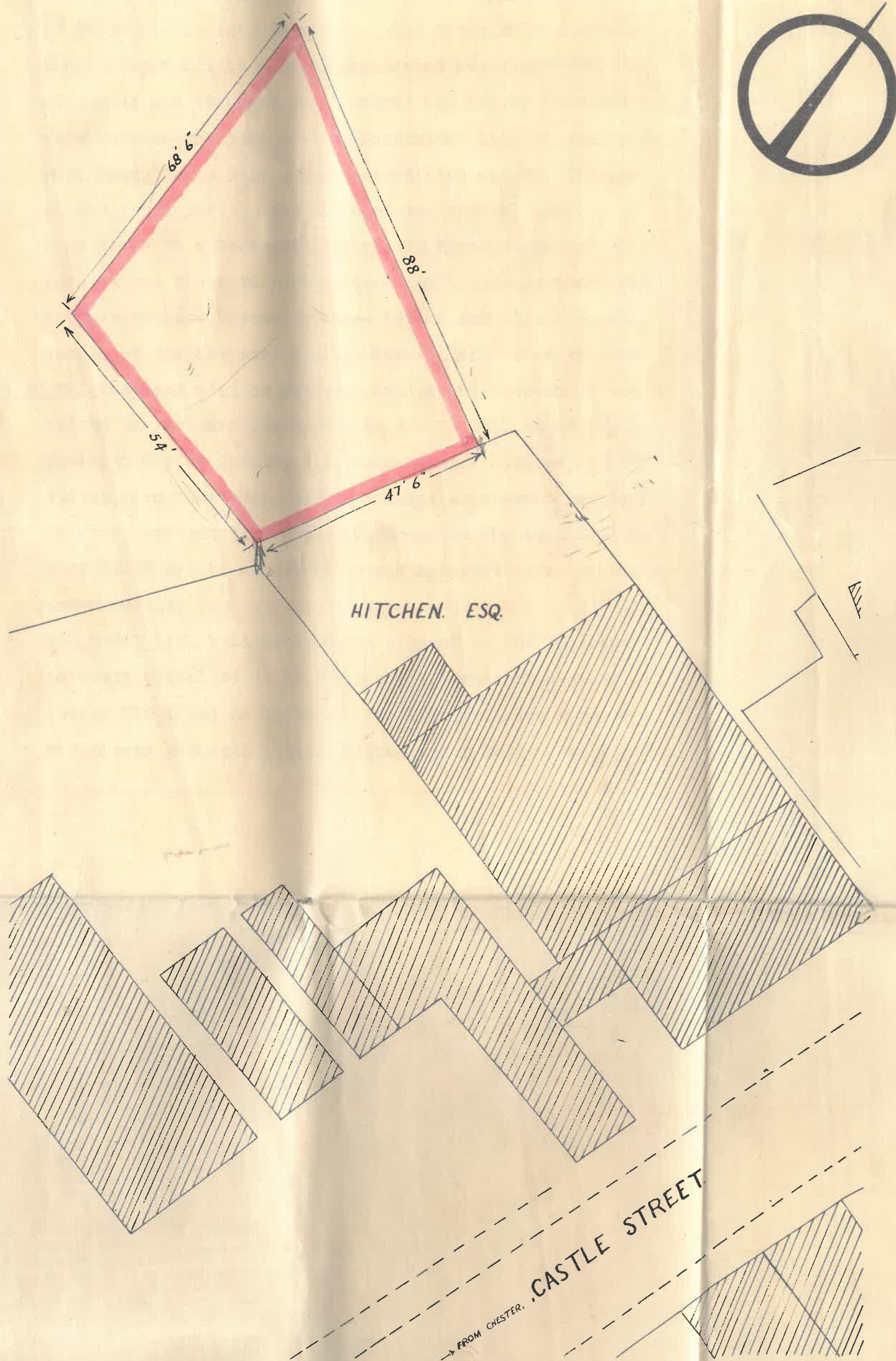


Scale = 20 Feet to One Inch

Plan No. 176/9.

PLAN REFERRED TO.

NO 2



the roadway shown coloured blue on Plan Number 1 and will make and provide such access to the said adjoining land as indicated coloured blue on the said Plan Number 1.

6. EACH PARTY shall within ten days from the date hereof deliver to the Solicitor to the other party an Abstract of Title to the said property. The title of Mr. Hitchen shall commence with a Conveyance dated the Eighteenth day of August One thousand nine hundred and thirty-four and made between Thompson & Sons (Northwich) Ltd. of the first part Henry Lewis Dale of the second part and Mr. Hitchen of the third part. The title of the Council shall - - commence with a Conveyance dated the Eleventh day of - - January One thousand nine hundred and thirty-five and made between Richard Norman Harrison Verdin and Alison Macfie Verdin of the one part and the Council of the other part.

- 6 (a) THE red land will be conveyed subject to a covenant contained in the said Conveyance to the Council dated the Eleventh day of January One thousand nine hundred and - - thirty-five "not without such consent as therein mentioned to erect any cottage or dwellinghouse on the land therein comprised" and to an Exception and Reservation as to mines and minerals.

7. THE GREEN LAND will be conveyed subject to the following covenant contained in an Indenture of Conveyance dated the Twenty-first day of September One thousand nine hundred and eleven and made between the Northwich Salt Compensation

Board of the one part and William Thompson of the other part :-

"And the said William Thompson hereby covenants with the Board as such Salt Compensation Board as aforesaid that the said William Thompson his heirs and assigns shall not at any time hereafter make or send in to the Board any claim for damage by subsidence in respect of the hereditaments hereinbefore described or any part thereof or any buildings now or hereafter to be erected thereon by virtue of the provisions of The Brine Pumping (Compensation for Subsidence) Act 1891 aforesaid."

8. EACH PARTY shall deliver objections and requisitions (if any) in respect of the title to the Solicitor of the other party within ten days from the delivery of the Abstract of Title of the other party as aforesaid and in this respect time shall be of the essence of the Contract and in default of such requisitions or objections (if none) and subject only to such (if any) each party shall be deemed to have accepted the title of the other And either party shall insist upon any objection or requisition which the other party shall be unable or on the ground of expense to remove and comply with the party upon whom such objection or requisition has been made may by notice in writing rescind this agreement and in that case each party shall return to the other party all papers delivered by the other party and shall pay own

costs whether incurred in investigating the title or otherwise in relation to this agreement.

9. THE INSTRUMENTS of exchange shall be prepared by the - - Solicitor of Mr. Hitchen and sent for perusal and approval to the Solicitor of the Council within fourteen days from the date hereof and in case the parties are unable to agree upon the form of assurance the same shall be settled by Eric Griffith Esq. Barrister-at-Law.

10. EACH PARTY will hand over to the other party such of the documents of title (if any) as relate exclusively to the said property agreed to be exchanged. All other documents of title in the possession of the other party will be retained and the party so retaining them will if so required give to the other party a statutory acknowledgment of the right to production and delivery of copies and an undertaking for safe custody thereof.

AS WITNESS the hands of the parties the day and year first before written.

THE FIRST SCHEDULE hereinbefore referred to.

ALL THAT piece or parcel of land situate in that portion of the Urban District of Northwich formerly known as Winnington in the County of Chester which for the purpose of identification only is delineated and edged green in the Plan Number 1 hereto annexed.

THE SECOND SCHEDULE hereinbefore referred to.

ALL THAT piece or parcel of land situate at the rear of

the premises known as 4 & 6 Castle Street Northwich
aforesaid and which as to the dimensions and boundaries
thereof is more particularly delineated in the plan - -
Number 2 hereto annexed and therein edged red. _____

SIGNED by the said WILLIAM COOK)
HITCHEN in the presence of :-)

Wm Hitchen

Wm Cook
Solicitor.
Northwich.