

D A T E D

4th February

1991

NORTHWICH TOWN COUNCIL

TO

CHARLES HERBERT BEECH AND IRENE BEECH

DUPLICATE

C O N V E Y A N C E

relating to a piece of land situate at the rear of and
adjoining 103 Queensgate Northwich in the County of
Cheshire

Dixons
Northwich

THIS CONVEYANCE is made the Defunct day of February

One thousand nine hundred and ninety one B E T W E E N

NORTHWICH TOWN COUNCIL of The Council House Church Road Northwich

in the County of Cheshire (hereinafter called "the Council")

of the one part and CHARLES HERBERT BEECH and IRENE BEECH both

of 103 Queensgate Northwich in the said County (hereinafter called

"the Purchasers") of the other part

W H E R E A S :-

(1) The Council is seised (inter alia) of the piece of land hereinafter described for an estate in fee simple in possession subject as

hereinafter mentioned but otherwise free from incumbrances

(2) The Council has agreed with the Purchasers for the sale to them

for the sum of Five hundred pounds (£500.00) of the fee simple of the

said piece of land subject as hereinafter mentioned but otherwise

free from incumbrances

N O W 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

FIVE HUNDRED POUNDS (£500.00) now paid by the Purchasers to the Council

(the receipt whereof the Council hereby acknowledges) the Council as

BENEFICIAL OWNER and in exercise of every power in that behalf it

hereunto enabling hereby CONVEYS unto the Purchasers A L L THAT piece or

parcel of land situate at the rear of and adjoining 103 Queensgate

Northwich aforesaid containing in the whole two hundred and forty five

square yards or thereabouts and for the purpose of identification only

more particularly delineated on the plan annexed hereto and thereon

edged red (hereinafter called "the Property") EXCEPT AND RESERVING

unto the Council and the owners and occupiers of the adjoining land and

others entitled thereto of the free passage and running of water and

soil from any buildings and land belonging to the Council and others

entitled thereto adjoining or near to the Property in and through

any sewers an drains made or to be made within a period of eighty

PLAN
REFERRED
TO

CONGREGATIONAL
CHURCH

AREA EDGED RED
245 SQ. YDS OR
THEREABOUTS.

QUEENSGATE

Nº 103

ALLOTMENTS

T.P.

1/500 OR 41.66 FEET TO AN INCH

DRAWING Nº 591.
TRACING Nº 241.

C. H. Beech.
J Beech

years from the date hereof in or under the Property and also RESERVING the full and free right for the Council to erect or raise buildings to any height it may require or think fit on any land now or within a period of eighty years from the date hereof belonging to it adjoining the Property hereby conveyed T O HOLD the same unto the Purchasers in fee simple SUBJECT:

- (a) the restrictions and covenants hereinafter contained
- (b) to all rights of way rights of support or other rights or easements (if any) to which the same may be subject

2. IT IS HEREBY AGREED AND DECLARED that the Conveyance to the Purchasers shall not operate to grant by way of implication or otherwise any estate right interest easement or quasi-easement over or in respect of any adjoining or neighbouring lands belonging to the Council

3. The Purchasers hereby jointly and severally COVENANT with the Council to the intent that the burden of this covenant may run with and bind the Property and every part thereof and to the intent that the benefit thereof may be annexed to and run with such part or parts of the Council's neighbouring land and estate as shall for the time being remain unsold by the Council or other the owner or owners for the time being thereof claiming under the Council otherwise than by a Conveyance or Conveyances on Sale or shall from time to time have been sold by the Council or any other person or persons claiming under them as aforesaid with the express benefit of this covenant to observe the stipulations mentioned in the First Schedule hereto

4. The Council hereby ACKNOWLEDGES the right of the Purchasers to production and delivery of copies of the documents specified in the Second Schedule hereto and hereby undertakes for the safe custody thereof

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 Thirty thousand pounds

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the purchasers have signed this instrument as their deed in the presence of the person mentioned hereafter the day and year first before written

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO

- (1) forthwith to erect or make and forever maintain a proper stockproof fence along the boundaries marked with an inside 'T' on the said plan of the Property conveyed to the reasonable satisfaction of the Council and shall forever after maintain such boundary fences in good repair and condition and renew the same when necessary to the like satisfaction
- (2) not at any time to use the Property or any part thereof otherwise than for the purpose of garden or ornamental ground and for no other purpose whatsoever
- (3) no building or other erections other than a greenhouse or garden shed shall be erected or placed on the Property
- (4) not to keep any animals fowls or pigeons on the Property
- (5) not to do or permit or cause anything to be done on the Property which may be or become a nuisance or annoyance to the adjoining or neighbouring land now or formerly belonging to the Council

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

21st March 1942

CONVEYANCE William Whitehead John Whitehead
Herbert Moss Whitehead and Frederic
Joseph Carr Austin (1) The
Urban District Council of Northwich
(2)

THE COMMON SEAL of NORTHWICH)
TOWN COUNCIL was hereunto)
affixed in the presence of:-)



Mayor

Ch. Haesa
J. Beech
TOWN CLERK

SIGNED as a Deed by CHARLES)
HERBERT BEECH in the)
presence of:-)

C. H. Beech.

Alan G. Goss
John North

SIGNED as a Deed by IRENE)
BEECH in the presence of:-)

J. Beech

Alan G. Goss