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Title Number MS299079

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26 JAN 1990

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THIS CONVEYANCE is made the



SEQ117



MS299079

22nd day of *January*

One thousand nine hundred and ninety BETWEEN WIRRAL BOROUGH COUNCIL (hereinafter called "the Council") of the one part and NANCY BATHER AND RICHARD BATHER both of 54 Acre Lane Bromborough (hereinafter called "the Purchaser") of the other part

WHEREAS

The Council is seised of the property hereinafter described for an estate in fee simple in possession subject as hereinafter provided but otherwise free from incumbrances and in pursuance of its statutory powers has agreed to sell the said property to the Purchaser for an estate in fee simple in possession subject as hereinafter stated but otherwise free from incumbrances at the price of nine thousand six hundred pounds (£9,600.00)

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the sum of nine thousand six hundred pounds (£9,600.00) paid by the purchaser to the Council (the receipt whereof the Council hereby acknowledges) the Council as beneficial owner in exercise of its statutory powers and of every other power enabling it hereby conveys unto the Purchaser ALL THAT property described in the First Schedule hereto TOGETHER with the right of free passage and running of water and soil (in common with the Council and all persons entitled thereto) by and through the channels drains pipes and sewers in or under the neighbouring housing estate belonging to the Council AND TOGETHER ALSO with the rights and easements referred to in Clause 2 hereof EXCEPTING AND RESERVING unto the Council and its successors in title the owners and occupiers for the time being of the Council's said housing estate or any part thereof the right (in common with the Purchaser and all others entitled thereto) of free passage and running of water and soil by and through the channels drains pipes and sewers in through or under the property hereby conveyed and EXCEPTING AND RESERVING ALSO the rights and reservations referred to in Clause 3 hereof TO HOLD the same unto the Purchaser in fee simple SUBJECT to the Covenants exceptions reservations

stipulations and conditions hereinbefore and hereinafter referred to

2. THE following rights and easements are included in the Conveyance hereby made namely:-

(a) A right of way from time to time and at all times hereafter by day or night and for all purposes connected with the use and enjoyment of the property hereby conveyed but not for any other purpose whatsoever for the Purchaser and his successors in title the owners and occupiers for the time being of the property hereby conveyed or any part thereof and his or their respective servants and licencees (in common with the Council and all other persons having the like right) and with or without animals to and from the property hereby conveyed or any part thereof and all or any buildings thereon over and along the pathway and tunnel shown coloured brown on the plan hereto annexed subject to the payment of a fair proportion of the expense of maintaining and keeping such pathway and tunnel in repair

(b) The full right and liberty at all times hereafter to have that portion of the first floor level of the dwellinghouse hereby conveyed which is shown hatched black over brown on the plan hereto annexed supported upheld and maintained vertically adjacently and subjacently by the main structure of the said adjoining dwellinghouse number 52 Acre Lane Bromborough aforesaid

3. THERE is excepted and reserved in fee simple to the Council and its successors in title Merseyside and North Wales Electricity Board British Gas PLC The Post Office British Telecom PLC Cable Vision and the North West Water Authority and their respective successors in title assigns servants and licensees the owners and occupiers for the time being of all or any part of the Council's adjoining property or the owners or occupiers thereof known as No. 52 Acre Lane Bromborough aforesaid and its respective servants and licencees

(a) a right of way in the case of the Council or the adjoining owner or

occupier at all times hereafter by day or night and for all purposes connected with the use and enjoyment of the said adjoining property but not for any other purposes whatsoever and with or without animals from and to the public highway called Acre Lane Bromborough aforesaid over and across the pathway and tunnel coloured green on the said plan subject to the payment of a fair proportion of the expense of maintaining and keeping the pathway and tunnel in repair

(b) The full right and liberty in the case of the Council or the adjoining owner or occupiers at all times hereafter to have that portion of the first floor level of the said adjoining dwellinghouse number 52 Acre Lane Bromborough aforesaid which is shown hatched black over green on the said plan supported upheld and maintained vertically adjacently and subjacently by the main structure of the dwellinghouse hereby conveyed

(c) Notwithstanding the provisions above a right of way in the case of the Council and the said Merseyside and North Wales Electricity Board British Gas PLC The Post Office British Telecom PLC Cable Vision North West Water Authority and their respective successors in title etc as aforesaid to enter upon the property hereby conveyed upon reasonable notice being given to the Purchaser but at any time in the case of an emergency for the purposes of inspecting altering relaying maintaining and where necessary repairing and replacing any of the sewers pipes drains watercourses gas and water pipes electric cables or wires for the time being belonging to the Council and the said Merseyside and North Wales Electricity Board British Gas PLC The Post Office British Telecom PLC Cable Vision North West Water Authority and their respective successors in title etc as aforesaid subject to them reinstating the property hereby conveyed or any part thereof and making good any damage caused in exercise of this right

4. PURSUANT to section 155 of the Housing Act 1985 (as amended by Section 2 of the Housing and Planning Act 1986) the Purchaser for himself and his successors in title hereby covenants to pay to the Council on demand the amount specified in Clause 5 below if within a period of three years from the date hereof there is a disposal falling within sub-section (1) of section 159 of the said Housing Act 1985 but if there is more than one such disposal then only on the first of them

5. THE amount payable under Clause 4 above shall be fourteen thousand four hundred pounds (£14,400.00) but reduced by one third of that sum for each complete year which elapses after the date hereof and before the disposal

6. IT IS HEREBY AGREED AND DECLARED as follows:-

(a) As between the property hereby conveyed and any adjoining or neighbouring property or properties belonging to and retained by the Council all ways lights passages of air water soil or drainage and other amenities in the nature of easements shall henceforth subsist and continue to be exercisable or enjoyable as easements in like manner and to the like extent as heretofore under one ownership SAVE AND EXCEPT that nothing contained in this clause shall affect the provisions contained in Clause(s) 2 and 3 hereof

(b) The Purchaser and his successors in title shall not by virtue of this deed acquire any right of light or air or otherwise which would prejudice the free use and enjoyment of any adjoining or neighbouring land belonging to the Council for building or for any other purpose and any enjoyment of light or air or otherwise had by the Purchaser or his successors in title from or over any adjoining or neighbouring land belonging to the Council shall be deemed to be had by the consent (hereby given) of the Council

7. THE Purchaser so as to bind so far as may be the property hereby

conveyed into whatsoever hands the same may come and so that this covenant shall be for the benefit and protection of the adjoining housing estate of the Council and every part thereof but so that the Purchaser shall not be personally liable for a breach of this covenant occurring on or in respect of the property or any part or parts thereof after he shall have parted with all interest therein hereby covenants with the Council that he and those deriving title under him will at all times hereafter observe and perform the restrictions and stipulations following

- (a) To pay a reasonable proportion of the expense of maintaining and repairing all sewers pipes drains watercourses spouts gutters downspouts soakaways gas and water pipes electric cables and wires flues chimneys roofs walls fences and hedges and easements or rights in the nature of easements or part of the same respectively which provide common benefit or service for the property hereby conveyed and adjoining or neighbouring premises or used or to be used in common by the occupiers of the property hereby conveyed or the occupiers of any adjoining premises or neighbouring premises separating the property hereby conveyed from any adjoining or neighbouring premises of the Council as the case may be and such proportion in the case of dispute or difference shall be determined by the Council's Borough Planning and Estates Officer for the time being whose decision shall be final and binding upon all parties and to allow the Council with or without workmen at all reasonable times of the day to enter upon the property hereby conveyed for the purpose of such repair or maintenance as aforesaid
- (b) Not to carry on or permit to be carried on upon the property hereby conveyed any trade or business nor to use or permit the property hereby conveyed to be used for any illegal or immoral purpose or for the sale of intoxicating liquors or otherwise than as a private dwellinghouse nor to do or suffer to be done thereon any act or thing

whatsoever which may be or become or be deemed by the Council to be a nuisance damage disturbance or annoyance to the Council its lessees or tenants in the neighbourhood

8. THE Purchaser (with the object of affording to the Council a full indemnity in respect of any breach of any of the restrictive covenants and conditions contained or referred to in the Document(s) mentioned in the Second Schedule hereto but not further or otherwise) hereby covenants with the Council that the Purchaser and the persons deriving title under him will at all times hereafter perform and observe such restrictive covenants and conditions and will keep the Council indemnified against all actions claims demands and liability in respect thereof so far as the same affect the property hereby conveyed and are still subsisting and capable of being enforced

9. IN this deed (where the context so admits)

(a) Words importing the masculine gender shall be deemed and taken to include females and the singular to include the plural unless the contrary as to number is expressed

(b) Where the word "Purchaser" shall include more than one person then all covenants entered into by "the Purchaser" shall be deemed to be joint and several covenants and there shall be deemed to be included in this deed the following clause, namely:-

"the persons included in the phrase "the Purchaser" shall hold the property hereby conveyed upon the statutory trusts for sale and otherwise contained in section 35 of the Law of Property Act 1925 for the benefit of themselves as joint tenants in equity"

10. 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 (£30,000)

IN WITNESS whereof the Council has caused its Common Seal to be

hereunto affixed and the Purchaser has hereunto set his hand and seal the day and year first before written

FIRST SCHEDULE

ALL THAT piece of land on the northerly side of Acre Lane Bromborough aforesaid the situation whereof is more particularly delineated and described in the plan hereto annexed and thereon edged in red and also that piece hatched black over brown TOGETHER with the messuage or dwellinghouse thereon erected known as 54 Acre Lane Bromborough aforesaid that part of which shown hatched black over brown on the said plan is included in the Conveyance hereby made only as to the first floor level and above and that part of which shown hatched black over green on the said plan is excluded from the Conveyance hereby made as to the first floor level and above as mentioned in Clause 2 and 3 hereof

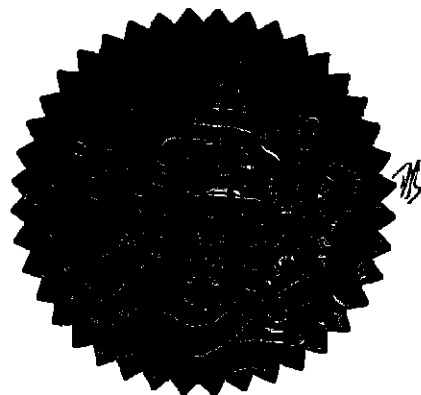
The said property is subject to the covenants and restrictions contained or referred to in the Conveyance(s) of the 31st December 1919 more particularly specified in the Second Schedule hereto

SECOND SCHEDULE

<u>Date</u>	<u>Deed</u>	<u>Parties</u>
31st December 1919	Conveyance	Charles Francis Kynaston Mainwaring (1) The Bromborough UDC (2)

THE COMMON SEAL of WIRRAL)
BOROUGH COUNCIL was hereunto)
affixed in the presence of:-)


Authorised Officer



NUMBER IN SEAL BOOK - 46016

SIGNED SEALED AND DELIVERED)

by the said NANCY BATHER)

in the presence of:-)

X n Bather
E N Heath

Name: EDWARD NORMAN HEATH

Address: 10 ACRE LANE BROMBOROUGH

Occupation: TEACHER

SIGNED SEALED AND DELIVERED)

by the said RICHARD BATHER)

in the presence of:-)

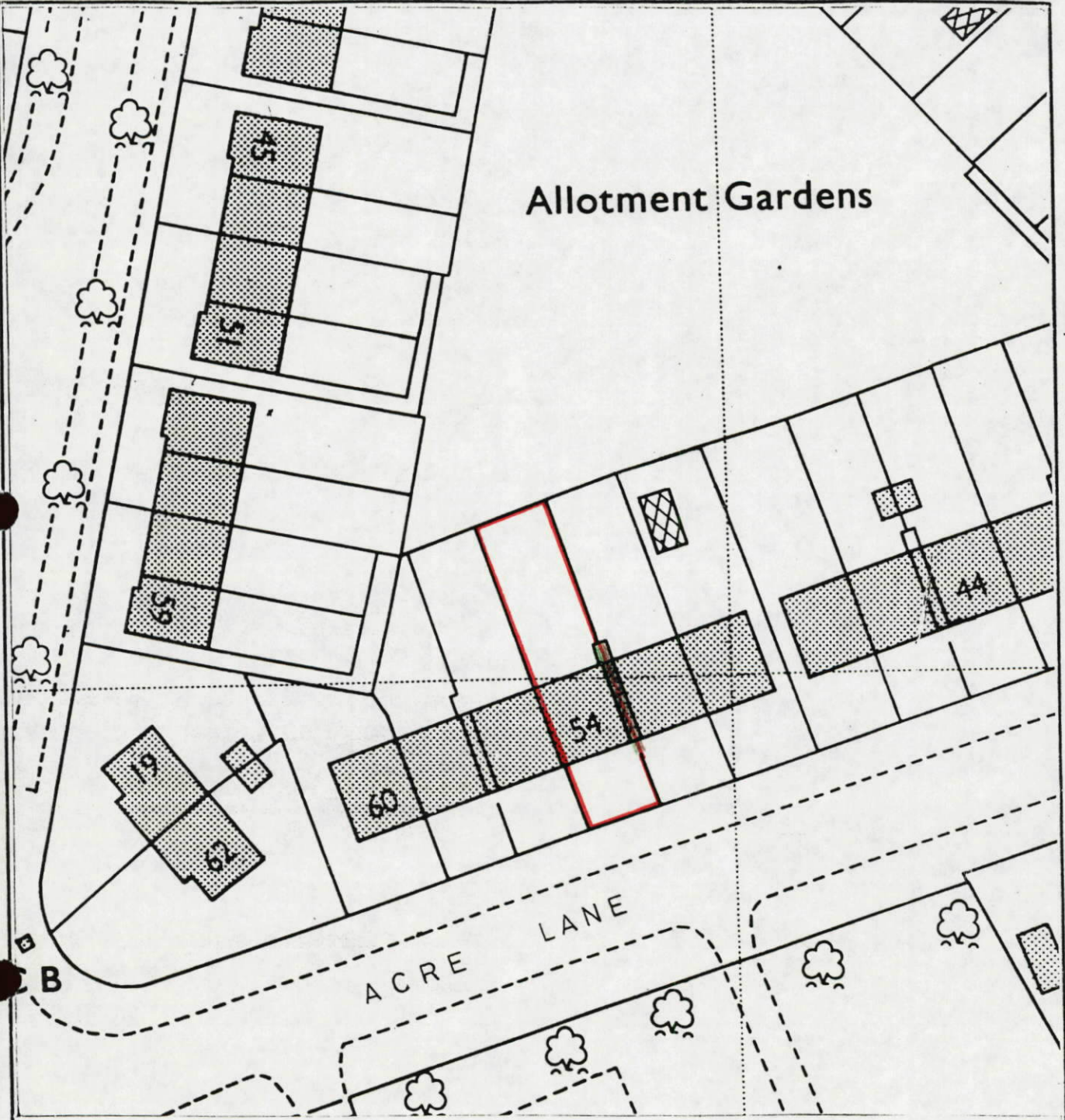
Richard Bather
E N Heath

Name: EDWARD NORMAN HEATH

Address: 10 ACRE LANE BROMBOROUGH

Occupation: TEACHER

Allotment Gardens



N Bather
R Bather



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54 ACRE LANE
BROMBOROUGH

LA 155 NE



Drawn AMA

Date 11/10/88

Scale 1:500

TEL.: 051-638 7070 Ext.

Drwg. No. 5540/88

R.T.B 9811



**METROPOLITAN
BOROUGH OF WIRRAL**

**J. H. THOMPSON BA Dip TP FRTPi MBIM
BOROUGH PLANNING & ESTATES OFFICER
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AARQUE 8132/86 (24/66)