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DATED

30th May

1985

MONICA RICHARDS (1)

THE CHURCH COMMISSIONERS IN ENGLAND (2)

THE VENERABLE RENNIE SIMPSON (3)

DEED OF EXCHANGE

relating to land in Gawsorth Cheshire

Jessrs. Adleshaw, Sons & Latham,
Solicitors,
Dennis House,
Harsden Street,
MANCHESTER

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Gawsworth

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THIS DEED OF EXCHANGE is made the *Thirtieth* day of 1985 in exercise of the powers of the Parsonage Measure 1938 (as amended) BETWEEN MONICA RICHARDS ("Mrs. Richards") of Gawsworth Hall Gawsworth Near Macclesfield Cheshire of the first part THE CHURCH COMMISSIONERS IN ENGLAND (hereinafter called "the Commissioners") of the second part and THE VENERABLE RENNIE SIMPSON Member of the Victorian Order Clerk in Holy Orders Incumbent of the Benefice of Gawsworth the Diocese of Chester in the County of Cheshire (hereinafter called "the Incumbent") of the third part



WHEREAS:-

(1) Mrs. Richards is seised for an estate in fee simple in possession free from incumbrances of a piece or parcel of land situate in the said Parish of Gawsworth ("the Church Lane Land") more particularly delineated in the plan annexed hereto and therein coloured red and yellow

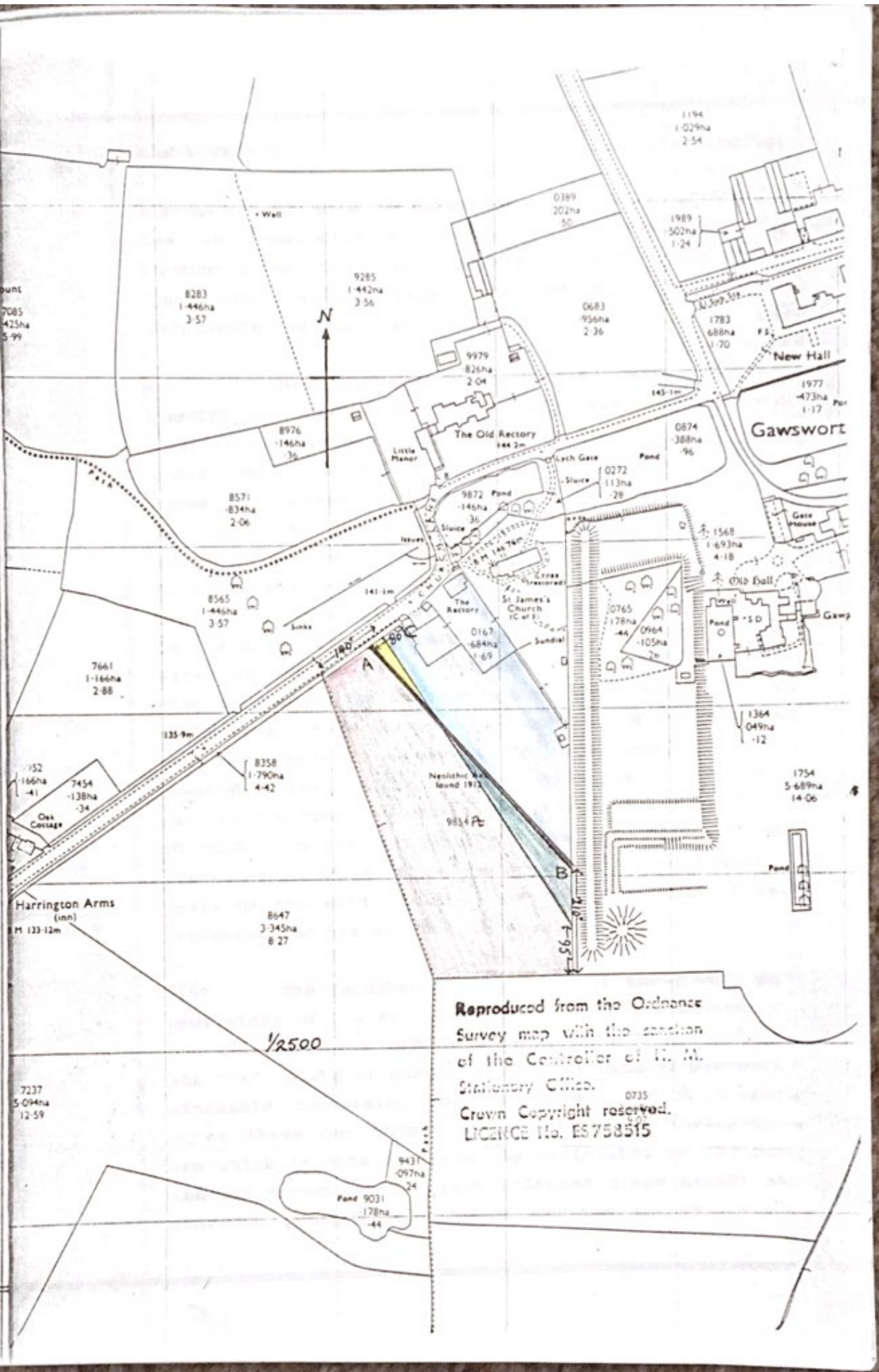
(2) The land and property adjoining the Church Lane Land more particularly delineated in the plan annexed hereto and therein coloured blue and green is part of the grounds of the residence house belonging to the said Benefice and is subject to the covenants conditions agreements and stipulations as are more particularly set out in a Conveyance dated the 30th day of October 1959 and made between Raymond Richards of the first part the Church Commissioners for England of the second part and the Reverend William Edgar Clarke of the third part

(3) Mrs. Richards and the Incumbent have agreed that the plans annexed to the Conveyances whereby their respective pieces or parcels of land were conveyed to them did not correctly delineate the common boundary of the said pieces or parcels and have further agreed to enter into the Conveyances hereinafter contained in order to correctly delineate

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NOW THIS DEED made in pursuance of the said Agreement and in consideration of the Conveyances by and covenants on the part of Mrs. Richards and the Incumbent respectively hereinafter contained WITNESSETH as follows:-

1. Mrs. Richards as beneficial owner HEREBY CONVEYS unto the Incumbent ALL THAT piece or parcel of land situate at Gawsorth aforesaid comprising in the whole nought decimal point nought seven two (0.072) acres or thereabouts and which is more particularly delineated in the plan annexed hereto and therein coloured yellow EXCEPT AND RESERVED unto Mrs. Richards and her successors in title a right of way over the piece or parcel of land shown coloured yellow on the plan annexed hereto such right of way to be an extension of the passage shown coloured green on the plan annexed to the said Conveyance dated the 31st day of December One thousand nine hundred and sixty eight and made between Dominson Tea Plantation Company Limited of the one part and Mrs. Richards of the other part to the common boundary herein agreed and declared TO HOLD unto the Incumbent and his successors in fee simple as an addition to the grounds of the parsonage house of the said Benefice for the occupation of the Incumbent and his successors

2. The Incumbent in exercise of the powers and provisions of the said Measure and with the consent of the Commissioners HEREBY CONVEYS unto Mrs. Richards ALL THAT piece or parcel of land situate at Gawsorth aforesaid comprising in the whole nought decimal point three one nought (0.310) acres or thereabouts and which is more particularly delineated in the plan annexed hereto and therein coloured green EXCEPT AND RESERVED unto the Incumbent and his successors and

Unit
7085
425ha
3-99



7237
5-094ha
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the Chester Diocesan Board of Finance (hereinafter called "the Board") (i) full and free right and liberty without obtaining the consent of or making any compensation to Mrs. Richards or other the owner or owners occupier or occupiers for the time being of the property hereby conveyed to deal in any manner whatsoever with any of the land belonging to the Incumbent or to the Board adjoining opposite or near to the said property hereby conveyed and to erect and maintain or suffer to be erected or maintained on such adjoining opposite or neighbouring land any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the property hereby conveyed or any building for the time being thereon (ii) the free flow of water and soil gas and electricity or other services to or from any adjoining land belonging to the Incumbent or to the Board through any drains watercourses pipes wires or cables now existing in the property hereby conveyed or substituted therefor by Mrs. Richards TO HOLD unto Mrs. Richards in fee simple

3. IT IS HEREBY AGREED AND DECLARED that the said common boundary of the adjoining pieces or parcels of land of Mrs. Richards and the Incumbent between the points shown marked "A" and "B" in the said plan annexed hereto shall run as delineated in the said plan by a red line drawn between the said points

4. Mrs. Richards to the intent that the covenant hereinafter contained shall bind the land shown coloured green on the said plan in to whosoever hands the same may come for the benefit of the adjoining land belonging to the Incumbent HEREBY COVENANTS with the Incumbent that she or her successors in title

shall at her or their own expense within three months after the date hereof erect to the reasonable satisfaction of the Incumbent a stock proof boundary fence between the points shown marked "A" and "B" in the plan annexed hereto and that Mrs. Richards and her successors in title will forever thereafter maintain and repair the same

5. The Incumbent HEREBY GRANTS unto Mrs. Richards and her successors for the benefit of the Church Land the following rights in fee simple:-

(1) the right to lay a water pipe at any time within the period of twenty one years from the date hereof between the said common boundary and the water trough shown marked by the letter "C" in the plan annexed hereto and also between the said common boundary and the water main located under Church Lane the route of such water pipes to be first approved by or on behalf of the Incumbent Mrs. Richards or her successors in the event that Mrs. Richards shall have disposed of the Church Lane Land being wholly responsible for the cost of such work and making good to the reasonable satisfaction of the Incumbent or his successors any damage caused by the installation maintenance and use of the said water pipes to the surface of his or their land and also making a fair and reasonable contribution towards the cost of the water used

(2) the right to the free passage and running of water through the said pipes

(3) the right to enter upon the said land of the Incumbent whenever necessary for all purposes of inspecting renewing repairing and cleansing the said pipes any damage caused thereby to the surface to be made good by the person or persons making such inspection or doing such repairs or other work

6. THE Incumbent hereby covenants with Mrs. Richards that he has not at any time heretofore done

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or executed or knowingly suffered anything whereby or
by reason whereof he is in any wise hindered from
conveying the property hereby conveyed or any part
thereof in manner aforesaid

IN WITNESS whereof the Commissioners have
caused their common seal to be hereunto affixed and
the other parties hereto have hereunto set their hands
and seals the day and year first before written

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SIGNED SEALED AND DELIVERED by
the said MONICA RICHARDS in
the presence of :-

Monica Richards
S Weatherby Boon
Green Pastures, Gawsarth,
26/4/85.

THE COMMON SEAL of the CHURCH
COMMISSIONERS was hereunto
affixed in the presence of :-

W. J. Simpson

AUTHEMATIC SEAL

SIGNED SEALED AND DELIVERED by
the said VENERABLE RENNIE
SIMPSON in the presence of :-

Rennie

As witness name B. J. Farris
Address 25 Surrey Rd.
Gawsarth.
Occupation School Secretary

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