

THIS CONVEYANCE is made the 29<sup>th</sup> day of *September*  
1995 BETWEEN FRANK LEE MORGAN of Rowton Grange Farm Rowton Near  
Craven Arms Shropshire (hereinafter called "the Vendor") of the one part and  
RUSHBURY PARISH COUNCIL (hereinafter called "the Council") of the other part

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NOW THIS DEED WITNESSES as follows:-

## 1. DEFINITIONS

In this conveyance :-

- 1.1 "the Property" means the property described in the First Schedule
- 1.2 "the Plan" means the plan annexed to this conveyance
- 1.3 "the Retained Land" means the land adjoining or neighbouring the Property retained by the Vendor
- 1.4 "the New Exceptions and Reservations" means the exceptions and reservations set out in the Second Schedule
- 1.5 "the Existing Matters" means the covenants and other matters affecting the Property set out or contained in the documents referred to in the Third Schedule
- 1.6 "the New Restrictive Covenant" means the restrictive covenant set out in the Fourth Schedule
- 1.7 "the New Positive Covenant" means the positive covenant set out in the Fifth Schedule
- 1.8 "the Agreement and Declaration" means the agreement and declaration set out in the Sixth Schedule
- 1.9 "the Documents" means the documents specified in the Seventh Schedule

## 2. RECITALS

- 2.1 The Vendor is seised of the Property (with other property not the subject of this conveyance) for an estate in fee simple in possession subject as mentioned below but otherwise free from encumbrances
- 2.2 The Vendor has agreed to sell the Property to the Council for the sum of £1,000 (One thousand pounds) for the same estate subject as mentioned below

We certify this to be a  
true copy of the original.

*W.R.L.*

Graham Withers

7 The Square

Shrewsbury SY1 1LA

### **3. CONVEYANCE**

In consideration of £1,000 (One thousand pounds) paid by the Council to the Vendor (the receipt of which the Vendor acknowledges) the Vendor with full title guarantee conveys to the Trustees all that the Property to hold to the Council in fee simple subject to and where appropriate with the benefit of the Existing Matters

### **4. THE NEW RESTRICTIVE COVENANT**

The Council covenants with the Vendor to observe and perform the New Restrictive Covenant with the intention that:-

- 4.1 The burden of this covenant shall run with and bind each and every part of the Property
- 4.2 The benefit of this covenant shall be annexed to and run with the Retained Land
- 4.3 The Vendor and his successors in title and the owner or owners for the time being of the retained land will have power from time to time to waive or vary or release the New Restrictive Covenant by any deed or by writing

### **5. THE NEW POSITIVE COVENANT**

The Council covenants with the Vendor that the Council and its successors in title will observe and perform the New Positive Covenant

### **6. THE AGREEMENT AND DECLARATION**

The Agreement and Declaration shall apply to this conveyance

### **7. ACKNOWLEDGEMENT FOR PRODUCTION**

The Vendor acknowledges the right of the Council to production of the Documents and to delivery of copies of them

### **8. CERTIFICATE OF VALUE**

It is hereby declared 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 £60,000

**IN WITNESS WHEREOF** the Vendor has executed this instrument the day and year first before written and two members of the Rushbury Parish Council have pursuant to a resolution of the Council passed on *10<sup>th</sup>* day of *August* 19 *74*

signed and delivered this deed the day and year first before written

## **FIRST SCHEDULE**

### **The Property**

All that piece or parcel of land situate at Wall-under-Heywood Church Stretton Shropshire forming part of ordnance survey enclosure number 1247 which piece of land is for the purpose of identification only shown edged red on the Plan

## **SECOND SCHEDULE**

### **The exceptions and Reservations**

1. All such easements rights privileges and advantages (if any) other than rights of way over the Property as would by virtue of The Law of Property Act 1925 Section 62 have passed on a conveyance to a third party of the Retained Land had that conveyance been executed one day prior to the date of this deed and there had been diversity of occupation at that date

## **THIRD SCHEDULE**

### **The Existing Matters**

1. The provisions of a deed of grant dated the 21st day of October 1958 and made between Thomas Edward Morgan of the one part and Francis Ernest Wellings and Alfred James Cornish of the other part
2. The benefit of the fencing covenant contained in a conveyance dated the 8th day of June 1973 and made between John Thomas Morgan John Trevor Morgan Phyllis Morgan and Frank Lee Morgan of the one part and Lloyds Bank Limited of the second part and Edgar Marcus Themans and John Francis Henderson of the third part
3. The benefit of the covenant contained in a conveyance dated the 29<sup>a</sup>

day of *September* 1995 and made between the Vendor of the one part and the Trustees of Rushbury Village Hall of the other part

#### **FOURTH SCHEDULE**

##### **The New Restrictive Covenant**

The Trustees shall not use the Property for the purpose of building any residential property or properties

#### **FIFTH SCHEDULE**

##### **The New Positive Covenants**

Within one month from the date hereof to erect and for ever thereafter to maintain and keep in good repair a stock proof fence along the boundary fence between the points marked "A" to "B" on the Plan

#### **SIXTH SCHEDULE**

##### **Agreement and Declaration**

This conveyance does not include the benefit of any covenant or of any easement or right of way water drainage light air or other easement or right which would or might interfere with or restrict the free use of the Retained Land for building or any other purpose whatsoever and this conveyance shall not be construed or operate as implying the grant of any such rights

**SEVENTH SCHEDULE**

**The Documents**

22.03.78	Conveyance	E M Morgan (1) A T Morgan P M Morgan F L Morgan and J T Morgan (2)
22.03.78	Legal Charge	A T Morgan P M Morgan F L Morgan and J T Morgan (1) Lloyds Bank Limited (2)
29.01.79	Legal Charge	A T Morgan P M Morgan F L Morgan and J T Morgan (1) Lloyds Bank Limited (2)
23.03.79	Mortgage	A T Morgan P M Morgan and F L Morgan (1) Lloyds Bank Limited (2)
30.04.89	Conveyance	J T Morgan (1) J T Morgan P M Morgan and F L Morgan (2)
26.03.91	Conveyance	J T Morgan and P Morgan (1) F L Morgan (2)

**SIGNED AS A DEED** by the said **FRANK LEE MORGAN** in the presence of :-

*FL Morgan*

Witness  
Address  
Occupation

*J.A. VPC*  
Rowton Villa, Rowton.  
Craven Arms, SY7 0NY.  
Retired police officer

**SIGNED AS A DEED** by the said **EDGAR MARCUS THEMANS** in the presence of :-

*Edgar Themans*

*Diana J. Lovell,*  
*7, The Square*  
*Shrewsbury*  
*Shropshire*  
*Salute*

**SIGNED AS A DEED** by the said **NORMAN THOMAS DALE** in the presence of :-

*N. T. Dale*

*Diana J. Lovell,*  
*7, The Square,*  
*Shrewsbury,*  
*Shropshire*  
*Salute*