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1/16/62

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DATED

20 March

1962

MESSRS. PIUS A. BAINES
& SON (PRESTON) LIMITED
AND MORTGAGEES

-to-


THE NORTH WESTERN
ELECTRICITY BOARD

CONVEYANCE

of a plot of land off High Street
Longridge in the County of Lancaster

202



 This Conveyance

is made the
twentieth

day of *March* One thousand nine hundred and sixty-two

B E T W E E N PIUS A. BAINES & SON (PRESTON) LIMITED whose Registered Office is at Paley Road Preston in the County of Lancaster (hereinafter called "the Vendors") of the first part FORWARD TRUST LIMITED whose Registered Office is situate at Donne House 11 Calthorpe Road Edgbaston in the City of Birmingham (hereinafter called "the Company") of the second part and THE NORTH WESTERN ELECTRICITY BOARD whose Head Office is at Cheetwood Road in the City of Manchester (hereinafter called "the Board") of the third part

W H E R E A S :-

- (1) By a Conveyance (hereinafter called "the Conveyance") made the Second day of August One thousand nine hundred and sixty-one between William Sanderson and John Sanderson of the one part and the Vendors of the other part for the valuable consideration therein mentioned the plot of land hereinafter described was along with other property conveyed unto the Vendors in fee simple
- (2) By a Legal Charge (hereinafter called "the Legal Charge") made the Third day of October One thousand nine hundred and sixty-one between the Vendors of the one part and the Company of the other part the said plot of land hereinafter described was along with other property charged by way of Legal Mortgage by the Vendors in favour of the Company to secure all moneys as then were or should from time to time be owing by the Vendors to the Company

on an account current

(3) The Vendors have agreed to sell the said plot of land hereinafter described to the Board for an estate in fee simple in possession subject as is hereinafter mentioned but otherwise free from incumbrances at the price of One hundred and fifty pounds

(4) A sum in excess of the purchase money is still owing by the Vendors to the Company on the security of the Legal Charge and the Company has agreed to join herein in manner hereinafter appearing

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 One hundred and fifty pounds now paid by the Board to the Vendors with the consent of the Company (the receipt whereof the Vendors hereby acknowledge) the Vendors as Beneficial Owners hereby convey and the Company as Mortgagee hereby releases and confirms unto the Board ALL THAT plot of land containing Sixty-five and one third square yards or thereabouts situate off High Street Longridge in the County of Lancaster and for the purpose of identification only and not of admeasurement shown coloured pink on the attached plan TOGETHER WITH a right of way over and a right to lay maintain and use underground electric cables and lines in and under the footpath leading from High Street aforesaid to the plot of land hereby conveyed and also over the connecting roads on the Vendors adjoining housing estate Except and reserved as is more particularly mentioned in the Conveyance and also EXCEPT AND RESERVING unto the Vendors and their successors in title

(a) The right and power at any time to alter divert amend or stop up any street road back road passage or line of sewer on their

adjoining land or any portion thereof and the Vendors shall not be under any obligation with regard to the user and enjoyment of any street road back road passage or sewer on the adjoining land

(b) The right for themselves and purchasers from them of building on any land available for building purposes up to the said property and of granting rights of way or road drainage or sewerage in through over or along any portion of their said Estate or in through over or along any of the roads sewers drains and services to be laid down or constructed by the Vendors TO HOLD the same (except and reserved as aforesaid) unto the Board in fee simple freed and discharged from the Legal Charge and from all principal moneys and interest thereby secured and from all claims and demands thereunder Subject to the covenant on the part of the grantees contained in the Conveyance so far as the same relate to or affects the property hereby conveyed and is still subsisting and capable of taking effect AND SUBJECT ALSO to the covenants on the part of the Board hereinafter contained

2. THE Board (to the intent and so as to bind so far as practicable the property hereby conveyed into whosoever hands the same may come and to benefit and protect the adjoining or neighbouring land of the Vendors or any part thereof and so that this covenant shall be enforceable by the Vendors and their successors in title the owners for the time being of the said adjoining or neighbouring land) hereby covenants with the Vendors as follows:-

(a) Not to use or permit to be used the land hereby conveyed or any part thereof or any building for the time being erected thereon or on any part thereof for any purpose other than as the site of

an electricity transformer substation or in connection with the Board's undertaking and not to use or permit the same to be used for the purpose of dog-breeding or for the keeping of pigs poultry or pigeons

(b) To fence off the land hereby conveyed from the adjoining land of the Vendors where required to the reasonable satisfaction of the Vendors

3. THE Board (with the object and intent of affording to the Vendors a full and sufficient indemnity but not further or otherwise) hereby covenants with the Vendors that the Board and its successors in title will at all times hereafter duly observe and perform the said covenant on the part of the grantees contained in the Conveyance so far as the same relate to or affect the property hereby conveyed and is still subsisting and capable of taking effect and will indemnify and keep indemnified the Vendor and their successors in title from and against claims demands and liability for or in respect of any further breach non-performance or non-observance of the said covenants so far as aforesaid

4. THE Vendors hereby covenant with the Board that the Vendors will at all times hereafter indemnify and keep indemnified the Board and its successors in title from and against all street making and/or sewerage charges in respect of the plot of land hereby conveyed.

5. IT is hereby agreed and declared that the property hereby conveyed and also the remainder of the Vendors said Estate shall have the right to and be subject to the burden of user of all existing drains sewers pipes and cables in or under the property hereby conveyed or in or under the remainder of the Vendors said Estate for the benefit of existing or future buildings on such property or on the

remainder of the Vendors said Estate SUBJECT to the liability of each person making use of any such drain sewer pipe or cable to contribute his ratetable proportion of the expense of the repair renewal or reconstruction or enlargement whenever necessary from the point of his inlet to the outfall

6. THE Company hereby acknowledges the right of the Board to production of the deeds and documents specified in the Schedule hereto and to delivery of copies thereof

7. THE Vendors as to the before mentioned deeds and documents hereby covenant with the Board that as and when any of the said deeds and documents shall come into the possession of the Vendors or their successors in title they will when requested and at the cost of the Board or its successors in title execute a statutory acknowledgment for production and undertaking for the safe custody of such deeds and documents and until the execution of such undertaking every person having for the time being possession of the said deeds and documents will keep them whole safe uncancelled and undefaced unless prevented from so doing by fire or other inevitable accident

8. 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 three thousand five hundred pounds

IN WITNESS whereof the Vendors the Company and the Board have caused their respective Common Seals to be hereunto affixed the day and year first before written

THE SCHEDULE before referred to

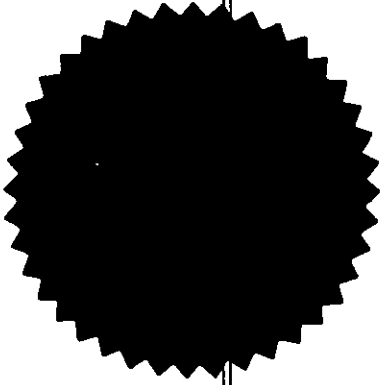
2nd August 1961

THE CONVEYANCE of this date

3rd October 1961

THE LEGAL CHARGE of this date

(THE COMMON SEAL of Pius A. Baines &
(Son (Preston) Limited was hereunto
(affixed in the presence of:-



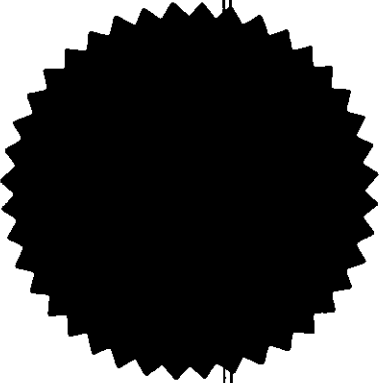
P. A. Baines
Apud Baines

Directors

Apud Baines

Secretary

(THE COMMON SEAL of the Forward Trust
(Limited was hereunto affixed in the
(presence of:-



C. V. Forward

Directors

[Signature]

Secretary

THE COMMON SEAL of The North
Western Electricity Board was
hereunto affixed in the presence
of:-

P. C. C.

DEPUTY
Chairman

J. H. C.

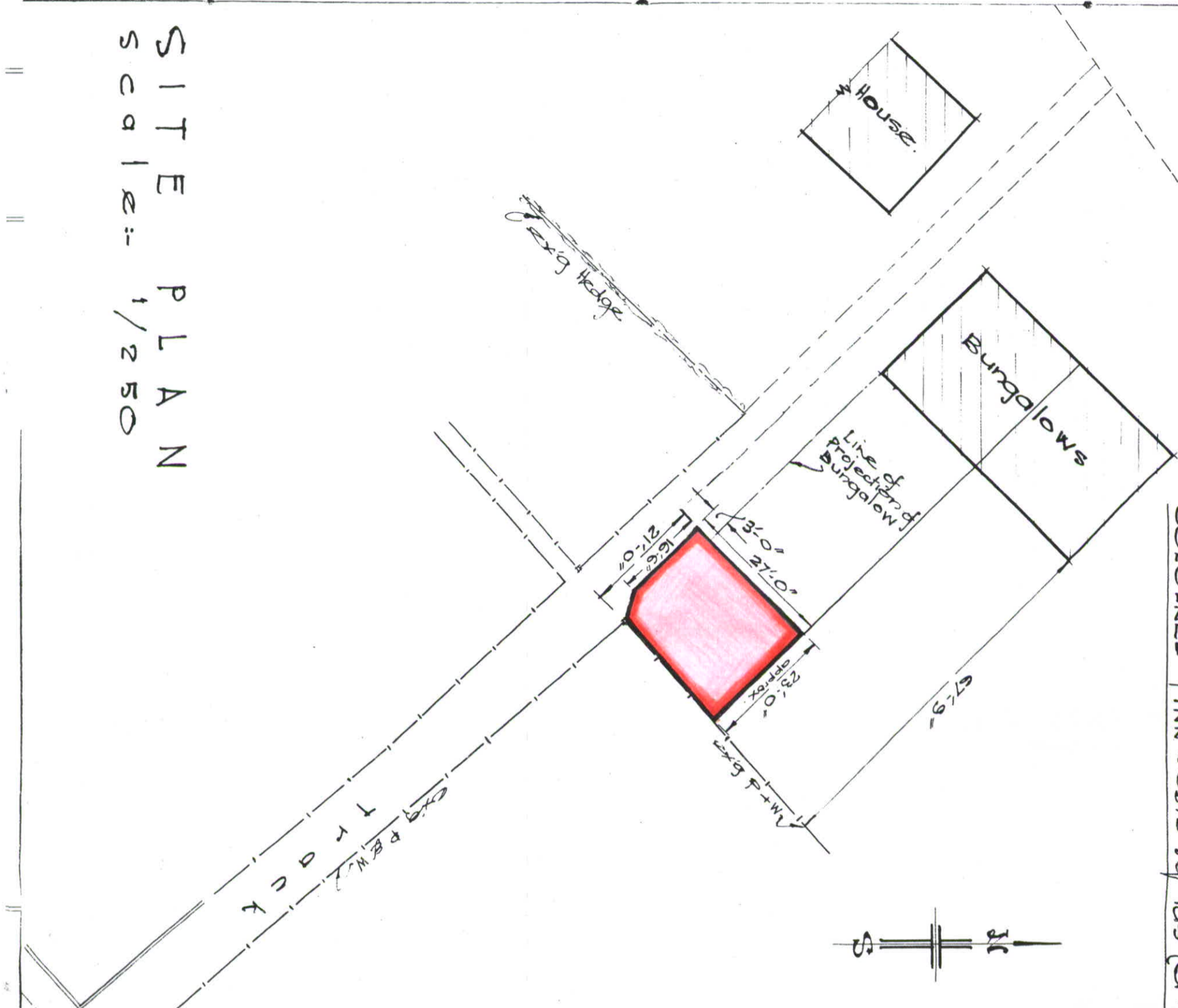
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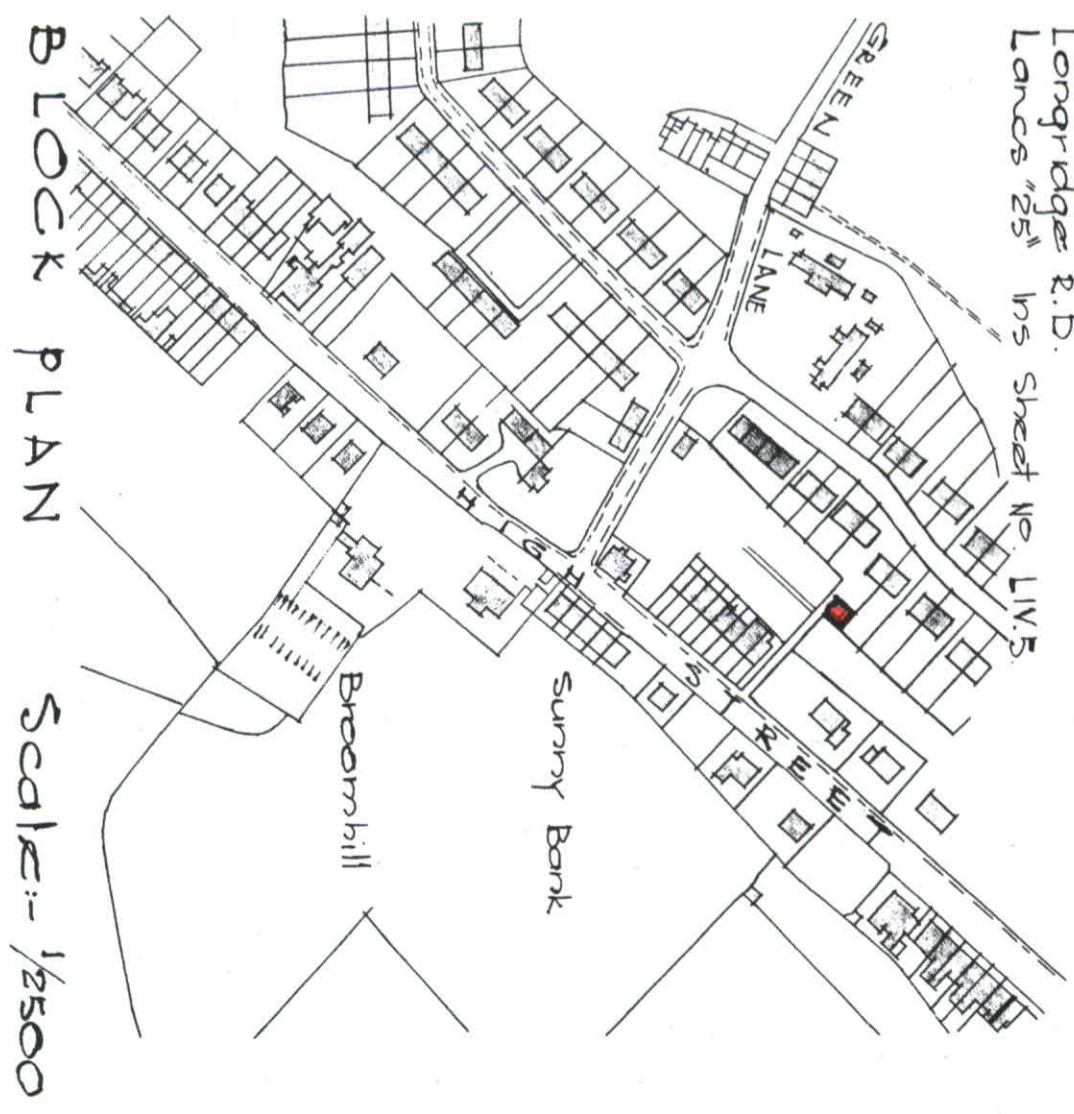
AREA OF LAND MERGED RED
COLOURED PINK = 65 1/3 Sq Yds (Or thereabout).

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S I T E P L A N
S c a l e :- 1/250



Longridge R.D.
Lands "25" 1/2 Sheet No. LV.5.



B L O C K P L A N
S c a l e :- 1/2500



H I G H S T R E E T

THE NORTH WESTERN ELECTRICITY BOARD
No. 4 SUB-AREA

**S I T E F O R P R O P O S E D S U B S T A T I O N
O F F H I G H S T R E E T,
L O N G R I D G E.**