2178

THIS CONVEYANCE is made the Twenty Third day of October One thousand nine hundred and forty six BETWEEN ARTHUR RICHARD COTTON M.B.E., F.S.A., of Inward Shaw Park Lane Ashtead in the County of Surrey Solicitor (hereinafter called "the Grantor") of the one part and THE LEATHERHEAD URBAN DISTRICT COUNCIL of Leatherhead in the County of Surrey (hereinafter called "the Council") of the other part

WHEREAS the Grantor is seised of the property hereinafter described in fee simple in possession free from incumbrances

AND WHEREAS the Grantor has agreed in consideration of the covenants on the part of the Council hereinafter contained to convey the said property to the Council

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said Agreement and in consideration of the covenants on the part of the Council hereinafter contained the Grantor as Grantor hereby conveys unto the Council ALL THAT piece or parcel of land situate at Ashtead aforesaid forming part of the Common Lands of the said Parish of Ashtead delineated on the plan attached hereto and thereon ~~coloured~~ edged Pink but exclusive of the right of sporting over the same TO HOLD the same unto the Council in fee simple subject to the right of the owners and occupiers of the Woodman Public House to maintain the two twenty foot roads acting as ingress and egress to the said Woodman Public House and to maintain the post and chains as now existing and to keep the grass in front of the said

Woodman Public House mown and in a tidy condition and to maintain the sign post in its present site and the electric cable under the land.

2. THE Council hereby covenants with the Grantor:-

(1) To clean out the pond on the said land and at all times hereafter to maintain it in proper condition.

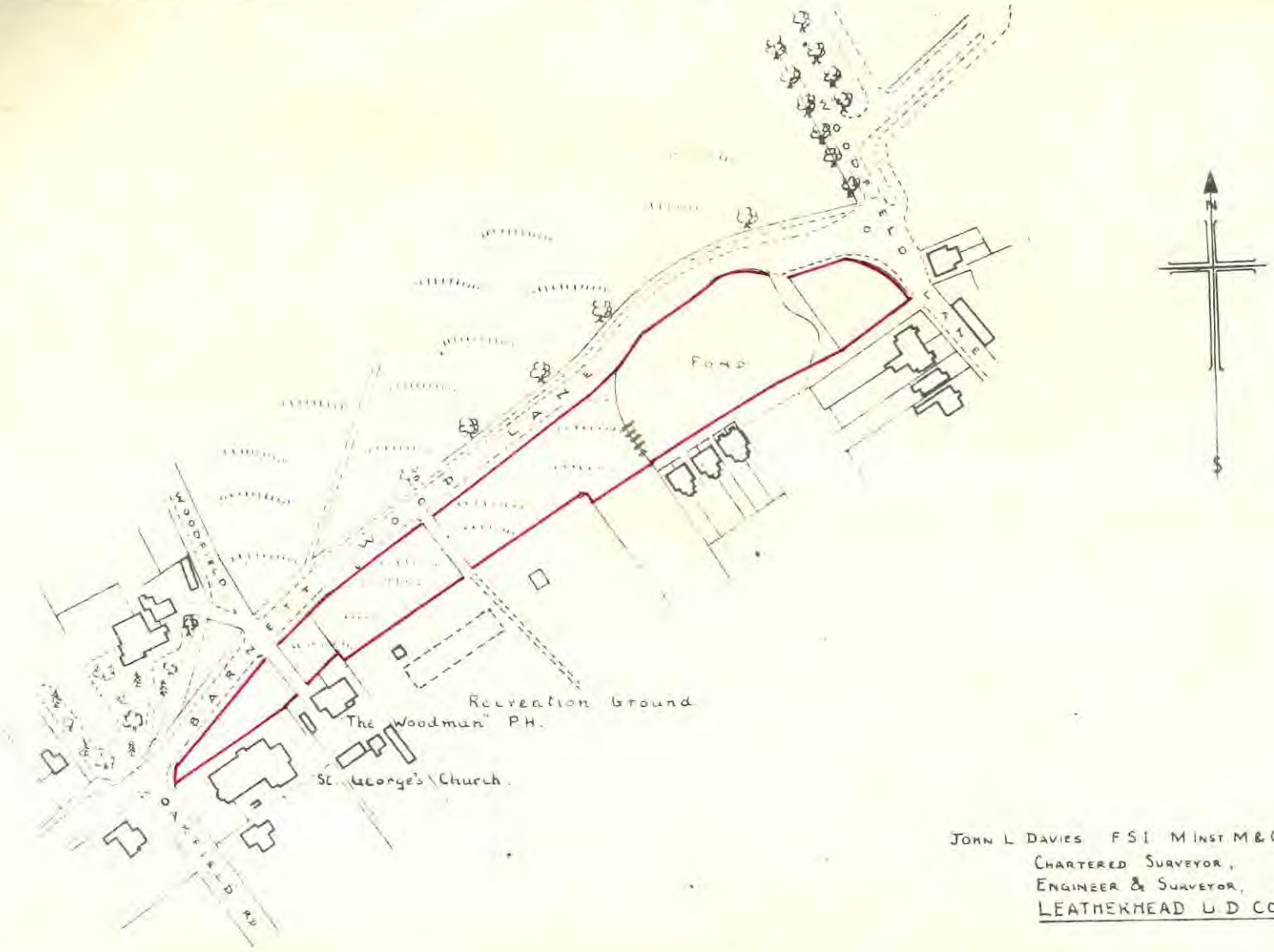
(2) To lay out and maintain the said land as an open space as an extension of the recreation ground adjoining thereto and not to use any portion of the said land as a dump or for storage purposes or for any other purpose than as a public open space.

(3) Not to permit any entrance to be made to the said land from any adjoining land other than from the said Recreation Ground or from St. George's Church nor to permit any extension to be made of any existing entrance to the said land other than from the said Recreation Ground or from the said Church

3. THE Grantor acknowledges the right of the Council to production of an Indenture of Conveyance dated the ninth day of January One thousand nine hundred and twenty four and made between Arghiro Ratti of the first part The Landed and General Investment Co. Ltd. of the second part and the Grantor of the third part and to delivery of copies thereof.

4. IT is hereby certified that the transaction hereby affected 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 land and property conveyed or transferred exceeds Five hundred pounds

LEATHERHEAD U. D. COUNCIL.



JOHN L DAVIES F S I M INST M & C E,
CHARTERED SURVEYOR,
ENGINEER & SURVEYOR,
LEATHERHEAD U D COUNCIL.

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23. 10. 46.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written.

SIGNED SEALED AND DELIVERED by the above named ARTHUR RICHARD COTTON in the presence of:- W J B Farnsworth.
Articled Clerk with Theodore Bell Pillow & Curtis
32/34 High Street,
Sutton, Surrey, Solicitors.

Arthur R Cotton

THE COMMON SEAL of the LEATHERHEAD URBAN DISTRICT COUNCIL was hereunto affixed in the presence of :-

Chairman

Clerk

MEMORANDUM By a Deed of Grant dated 9th September 1992 made between Mole Valley District Council (1) and British Gas plc (2) an easement was granted to British Gas plc to retain a pipeline under part of the land comprised in the within-written Conveyance. The said Deed also contains covenants by both parties.

DATED 23rd October 1946

A. R. COTTON ESQ. M.B.E., F.S.A.

- to -

THE LEATHERHEAD URBAN DISTRICT COUNCIL

CONVEYANCE

- of -

land at Ashtead in the County of Surrey