

Copy

15/9/55

DATED 15TH SEPTEMBER 1955



D. GARGILL, ESQ.

to

PARISH COUNCIL OF KNAPTON

CONVEYANCE

of

A piece of land situate at Knaption in
the County of Norfolk.

THIS CONVEYANCE is made the fifteenth day of September One thousand nine hundred and fifty five BETWEEN DAVID CARGILL of The Grove Gimmingham in the County of Norfolk Farmer (hereinafter called the Vender) of the one part and THE PARISH COUNCIL OF KNAPTON in the County of Norfolk (hereinafter called the Council) of the other part

WHEREAS

1. The Vender is seized in fee simple in possession of the property hereinafter described free from incumbrances
2. The Council being desirous of providing a recreation ground for the said Parish have with the consent of a parish meeting held on the Second day of July One thousand nine hundred and fifty four signified by a resolution passed at that meeting agreed with the Vender to purchase the said property for the purpose aforesaid under the powers conferred on it by the Local Government Acts at the price of Two hundred pounds

NOW THIS DEED WITNESSETH as follows:-

1. In pursuance of the said agreement and in consideration of the sum of Two hundred pounds now paid by the Council to the Vender (the receipt whereof the Vender hereby acknowledges) the Vender as Beneficial Owner hereby conveys unto the Council ALL THAT piece or parcel of land situate in the Parish of Knapton in the County of Norfolk and having a frontage of thirty three feet or thereabouts to the road known as Hall Lane and for the purpose of identification only delineated on the plan drawn hereon and thereon coloured pink As the same forms part of enclosure Number 155 on the Ordnance Survey Map for the said Parish TO HOLD unto the Council in fee simple subject to the observation and performance by the Council and its successors in title of the covenants and conditions specified in the First Schedule hereto
2. The Council (with intent to benefit and protect the adjoining property of the Vender) hereby covenants with the Vender that the Council and its successors in title will duly observe and perform the said covenants and conditions.
3. The Vender hereby acknowledges the right of the Council to production and delivery of copies of the Documents specified in the Second Schedule hereto and undertakes for the safe custody thereof.
4. 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 Five hundred pounds.

IN WITNESS whereof the Vender has hereunto set his hand and seal and Jack Leader of Stone Cottages Knapton aforesaid and Herbert Sidney Ricks of Goodrest Knapton aforesaid

two members of the said Parish Council have for and on behalf of the said Parish Council set their hands and seals the day and year before written

THE FIRST SCHEDULE above referred to

1. The Council shall not assign let or part with possession of the property hereby conveyed.
2. The said property shall be used for the purpose of playing fields only and shall not at any time be used for grazing purposes
3. No building shall be erected thereon other than a pavilion required for such purpose
4. No organised games shall be permitted thereon on Sundays
5. The Council shall erect and for ever after maintain on the Southern and western boundaries of the land a boundary fence not less than five feet in height and made of chain-link fencing provided that such fence shall be surmounted by one strand of barbed wire one foot above the top of the fence.
6. The Council shall not have beneficial occupation of the property but shall allow the enjoyment thereof by the public as a place of recreation under proper control and regulation and for no other purpose The Council will not allow the erection of any nuisance on the said property nor allow the throwing of bottles or other objectionable material from the said property on to the adjoining land of the Vender.
7. The Council will take all reasonable precautions (including so far as practicable the erection of netting) in order to prevent as far as possible the throwing of balls and other objects from the property hereby conveyed on to the adjoining land of the Vender And will also use their best endeavours to prevent trespassing on such adjoining land.

THE SECOND SCHEDULE above referred to

5th January 1948

CONVEYANCE

1. W. A. Keirnan
2. Alfred Fletcher James
3. The Vender

SIGNED SEALED AND DELIVERED by)
the said DAVID GARGILL in the) **D. Gargill**
presence of:-)

J. F. Cooper Mills,
Solicitor,
Nerwich.

SIGNED SEALED AND DELIVERED by)
the said JACK LEEDER) **J. Leeder**
in the presence of:-)

K. M. M. Johnson,
School House,
Knapton,
North Walsham,
Headteacher.

SIGNED SEALED AND DELIVERED by)
the said HERBERT SIDNEY HICKS) **H. S. Hicks**
in the presence of:-)

Major F. Wilkinson
Farnah,
Knapton,
North Walsham,
Poultry Farmer.