

These are the notes referred to on the following official copy

Title Number SYK44525

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H.M. LAND REGISTRY
LAND REGISTRATION ACTS 1925 TO 1971
Transfer of part of freehold land
imposing fresh restrictive covenants

LAND CHARGE ACT 1925
24 NOV 1978
FINANCE ACT 1931

SYK 44525

The Title Number allotted to the land transferred will on registration be officially entered opposite

County and District : South Yorkshire, Barnsley.
Title Number : SYK.16159
Property : Land on the North of Bar Lane Staincross
Date 25th October 1976 :

1. IN consideration of Six thousand nine hundred and ninety five pounds (£6995) the receipt of which is acknowledged McLEAN HOMES NORTHERN LIMITED whose Registered Office is at Crestwood House Birches Rise Willenhall Walsall West Midlands (hereinafter referred to as "the Transferor") as Beneficial Owner transfers to MICHAEL RHODES of 144 Sackup Lane Darton Barnsley South Yorkshire and KATHLEEN RHODES his Wife (hereinafter referred to as "the Transferee")
- (FIRSTLY) the land (hereinafter referred to as "the Property") shown and edged with red on the plan bound up within (hereinafter referred to as "the plan") and known as Plot Number 73 of the Transferor's Meadows Estate at Staincross (hereinafter referred to as "the Meadows Estate" which means the land now or formerly comprised in Title Number SYK.16159) and being part of the land comprised in Title Number SYK 16159 above mentioned (and SECONDLY the land (being a further part of the land comprised in Title Number SYK 16159 above mentioned) shown edged red and coloured yellow on the plan (hereinafter referred to as "the Garage Space") TOGETHER with the end Terraced house and outbuildings built or in course of being built on the Property and known or intended to be known as Number 1 Cloudberry Way AND TOGETHER with the rights set out in Part I of the First Schedule but EXCEPTING AND RESERVING the rights set out in Part II of the First Schedule
2. THE Transferee covenants with the Transferor by way of indemnity only to perform and observe the restrictive covenants and conditions set out or referred to in the Charges Register of Title Number SYK 16159 so far as they relate to the land hereby transferred and are still effective and to indemnify the Transferor against any liability resulting from their breach or non-observance
3. THE Transferee so as to bind the land hereby transferred and to benefit the remainder of the land comprised in Title Number SYK 16159 and any adjoining land owned by the Transferor and any part or parts thereof covenants with the Transferor to observe and perform the restrictions and stipulations set out in the Second Schedule
4. THE Transferor is entitled to modify waive or release any restrictions or stipulations imposed on any part of the Meadows Estate and on any adjoining land owned by the Transferor (whether similar to those referred to in this Transfer or not) and nothing in this Transfer shall create a building scheme for the Meadows Estate or for any such adjoining land or impose any restrictions on the manner in which the Transferor may dispose of any other part of the Meadows Estate or of any such adjoining land provided that the right to modify waive or release shall in the case of any successors in title to the Transferor deriving title on sale only be exercised by those to whom it shall be expressly assigned
5. THE Transferee shall not become entitled to any right of light or air over any part of the Meadows Estate or of any adjoining land owned by the Transferor and the Transferor shall be entitled to build on its adjoining land up to the boundaries of the land hereby transferred
6. THE Transferee shall not raise any objection to the adoption by the Local Authority of any drains or sewers laid or to be laid in or through the land hereby transferred under the Public Health Act 1936 or otherwise and shall if necessary grant to the Local Authority such easements as it shall require in connection with the adoption of the drainage or sewerage system



SEQ165



SYK44525

7. THE Transferor covenants with the Transferee and his successors in title :

(a) At its own expense and in a workmanlike manner to make and form the new road with the footpaths thereto which serves the land hereby transferred and thereafter until the road and footpaths are adopted as a public highway at its own expense to repair and maintain the same with proper materials and in good condition and to pay all charges payable to the Highway Authority in respect of the taking over of the road and the footpaths

(b) Within twelve months of the date hereof at its own expense to carry out landscaping works upon that part of the Property which lies between the building line of the building or as the case may be screen fence to be erected thereon and the adjoining new road and footpaths shown on the plan in accordance with the plan for landscape works on the Meadows Estate

8. THE Transferee (MICHAEL RHODES and KATHLEEN RHODES) shall hold the land hereby transferred Upon Trust for themselves as joint tenants so that the survivor of them is entitled to give a valid receipt for capital moneys arising on a disposition of the land hereby transferred

9. IT IS CERTIFIED that this transaction 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 Fifteen thousand pounds

THE FIRST SCHEDULE

Part I

Rights in favour of the Transferee
that are included in this Transfer

(1) Rights of way over all roads and footpaths forming part of the Meadows Estate in order to obtain access to existing public highways but the right of way granted by this Transfer over any road or footpath shall terminate upon that road or footpath becoming a public right of way

(2) The right to use existing and future sewers and drains beneath the Meadows Estate and serving both the land hereby transferred and adjoining and adjacent properties and garages and garage spaces Subject to the Transferee paying a proportion of the cost of their maintenance and renewal calculated by reference to the number of properties garages and garage spaces served by the sewer or drain for which the cost has been incurred

(3) The right to use existing and future water pipes gas pipes electricity cables and other services beneath the Meadows Estate and serving both the land hereby transferred and adjoining and adjacent properties Subject to the Transferee paying a proportion of the cost (if any) of their maintenance and renewal calculated by reference to the number of properties served by the water pipes gas pipes electricity cables and other services for which the cost has been incurred

(4) The right to enter upon any part of the Meadows Estate in order to lay connect into inspect test repair or renew any existing or future drains sewers water pipes gas pipes electricity cables or other services provided that the Transferee shall :

(a) give reasonable notice to the occupier of his intention to exercise this right and

(b) forthwith make good any damage resulting from the exercise of this right

(5) The right to erect the House up to the boundary of the adjoining property known as Plot 72 of the Meadows Estate and to tie in the wall to the wall of the house built or to be built on the adjoining property so that the wall dividing the houses shall become and always remain a party wall maintainable by and at the equal expense of the Transferee and the owner of the adjoining property

(6) The right to use existing and future gutters and rainwater pipes belonging to the house built or to be built on the adjoining property known as Plot 72 of the Meadows Estate and serving the house (in this Transfer referred to as "the House") built or to be built on the Property

(7) Rights of way over such part of the area coloured brown on the plan as does not form part of the Property in order to obtain access to the

Garage Space subject to the Transferee paying a proportion of the cost of its maintenance calculated by reference to the number of properties garages and garage spaces served by the area for which the cost has been incurred

(8) The right to erect the Garage up to the boundary of the adjoining property known as Garage 72 of the Meadows Estate and to tie in the wall to the wall of the garage built or to be built on the adjoining property so that the wall dividing the garages shall become and always remain a party wall maintainable by the Transferee and the owner of the adjoining property

(9) The right to use any existing and future gutters and rainwater pipes belonging to any adjoining garage built on the Meadows Estate and serving the Garage

Part II

Rights in favour of the Transferor that are
excepted and reserved from this Transfer

(1) The right to use existing and future sewers and drains beneath the land hereby transferred and serving any other part of the Meadows Estate Subject to the Transferor paying a proportion of the cost of their maintenance and renewal calculated by reference to the number of properties served by the sewer or drain for which the cost has been incurred

(2) The right to use existing and future water pipes gas pipes electricity cables and other services beneath the land hereby transferred and serving any other part of the Meadows Estate Subject to the Transferor paying a proportion of the cost (if any) of their maintenance and renewal calculated by reference to the number of properties served by the water pipes gas pipes electricity cables and other services for which the cost has been incurred

(3) The right to enter upon any part of the land hereby transferred in order to lay connect into inspect test repair or renew any existing or future drains sewers water pipes gas pipes electricity cables and other services provided that the Transferor shall make good any damage resulting from the exercise of this right

(4) The right to erect the house built or to be built on the adjoining property known as Plot 72 of the Meadows Estate up to the boundary of the Property and to tie in the wall to the wall of the House so that the wall dividing the houses shall become and always remain a party wall maintainable by and at the equal expense of the Transferor and the Transferee

(5) The right to use existing and future gutters and rainwater pipes belonging to the House and serving the house built or to be built on the adjoining property known as Plot 72 of the Meadows Estate

(6) The right of support from the land hereby transferred for the garage built or to be built on the adjoining property known as garage 72 of the Meadows Estate and a right of access at all reasonable hours during the daytime over the land hereby transferred in order to repair the said garage Provided that the Transferor shall give reasonable notice to the occupier of his intention to exercise this right and forthwith make good any damage resulting from the exercise of this right

(7) The right to erect the garage built or to be built on the adjoining property known as Garage 72 of the Meadows Estate up to the boundary of the Garage and to tie in the wall to the wall of the Garage so that the wall dividing the garages shall become and always remain a party wall maintainable by and at the equal expense of the Transferor and the Transferee

(8) The right to use existing and future gutters and rainwater pipes belonging to the Garage and serving any other garage built on the Meadows Estate

(9) Rights of way over such part of the area shown coloured brown on the plan as forms part of the Property in order to obtain access to the adjoining garage space Subject to the Transferor paying a proportion of the cost of its maintenance calculated by reference to the number of garages or garage spaces served by the area for which the cost has been incurred

(10) Rights of entry for the purpose of installing inspecting and maintaining telephone poles wires and cables on over or under the land hereby transferred

(11) The right to enter on any part of the land hereby transferred with equipment for the purpose of building walls and buildings on or near the boundaries of the adjoining properties and (if necessary) to remove boundary walls and fences provided that the Transferor shall make good any damage resulting from the exercise of this right including the restoration of boundary walls and fences

(12) There are also excepted and reserved out of this Transfer easements rights and privileges for the Transferor or other the owner or owners for the time being of any land now or formerly owned by the Transferor adjoining adjacent to or neighbouring the Meadows Estate or any part or parts thereof in under over or through the land hereby transferred equivalent (so far as the same are applicable to the land hereby transferred) to those set out in the preceding clauses of this Part II of the First Schedule

In this Schedule the meaning of future sewers and drains is limited to sewers and drains coming into existence within a period commencing on the First day of August One thousand nine hundred and seventy five and enduring for Twenty one years (which said period shall be the perpetuity period applicable to this Transfer) and the meaning of (a) future water pipes gas pipes electricity cables and other services and (b) (houses) walls and buildings eaves and gutters (and rainwater pipes) to be built is similarly limited

THE SECOND SCHEDULE

1. Except as provided in the next clause not to erect any building or other erection on the Property and not to erect or make any extension or alteration to a building or erection except of brick or other approved permanent construction in accordance with plans elevations and specifications showing the materials external finish and location previously approved in writing by the Transferor but this provision shall not relate to the house and outbuildings built or to be built on the Property by the Transferor

2. No garden sheds shall be erected on the Property except of a type previously approved in writing by the Transferor

3. No trade or business of any kind shall be carried on upon the Property and the Garage Space

4. To maintain in good repair and condition the fence or wall (other than any party wall referred to in the First Schedule) indicated on the plan and marked within the area edged red with a letter "T" and any other fence or wall erected by the Transferor within the boundaries of the Property

5. To maintain that portion of the Property which lies between the building line of the building or as the case may be screen fence to be erected thereon and the adjoining proposed new road and footpaths shown on the plan as an ornamental garden and entrance driveway in accordance with the plan for landscape works and not to :

(a) erect or place thereon any buildings fences hedges or posts

(b) park any commercial vehicle caravan or trailer thereon

(c) make any material alteration to the landscape works

6. Not without the previous consent in writing of the Transferor and the Local Planning Authority to cut down or damage or allow or permit to be damaged or except in the course of good husbandry to cut lop or trim any tree now growing or to be planted by the Transferor upon the Property or on any adjoining or neighbouring property

7. To keep any land drains and silt chambers in or under the Property in good working order and free from obstruction

8. Not to alter the approved colours and shades of the external paintwork without the written consent of the Transferor

9. Not to obstruct or interfere with any adjoining garage space or the access thereto


10. Not to use the Garage Space for any purpose other than the parking of a private motor vehicle


11. Not to alter or allow any obstruction to remain on the area coloured brown on the plan

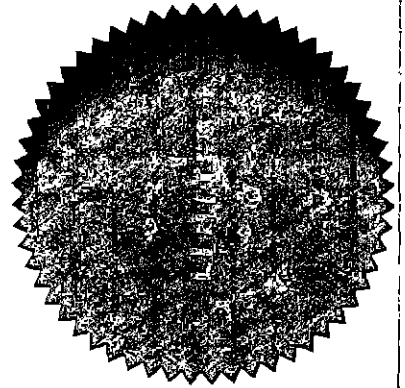
12. Not to erect any building or other erection on the Garage Space except a garage in accordance with plans elevations and specifications

showing the materials external finish and location previously
approved in writing by the Transferor _____


THE COMMON SEAL of McLEAN HOMES)
NORTHERN LIMITED was hereunto)
affixed in the presence of :)

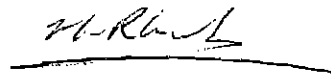

Director


Secretary

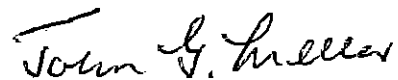


SIGNED SEALED AND DELIVERED by the said)
MICHAEL RHODES in the presence of :)


Lawyer
Wambraw



SIGNED SEALED AND DELIVERED by the said)
KATHLEEN RHODES in the presence of :)



K. Rhodes



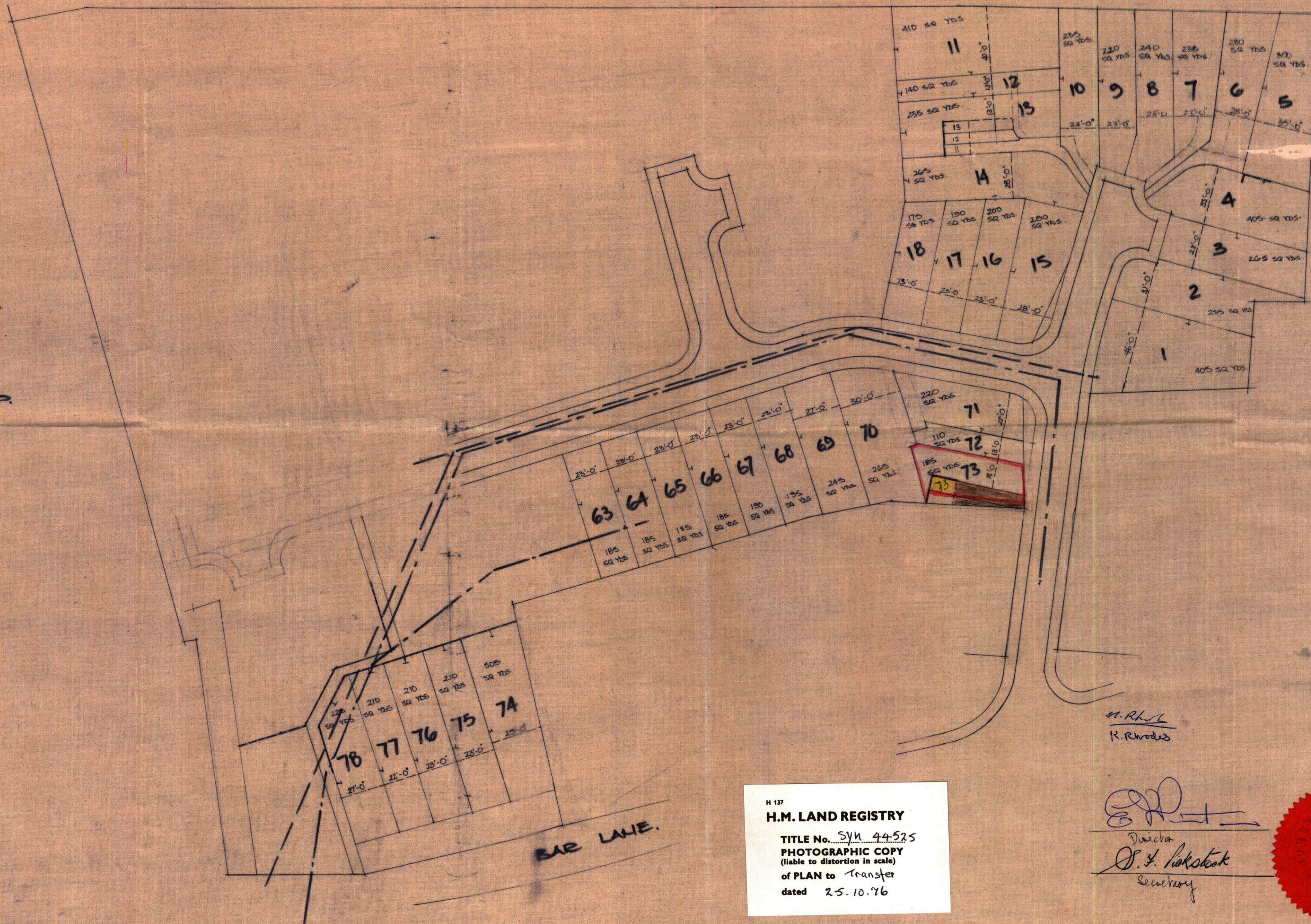
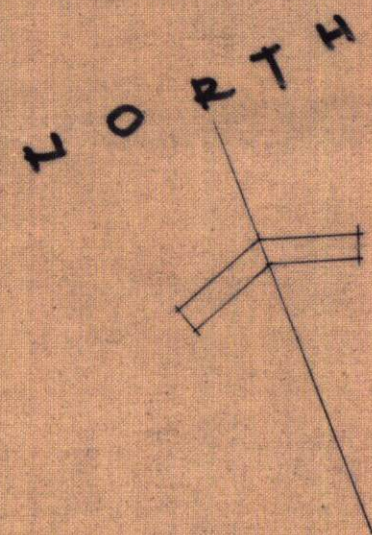


SYK 44525

PLAN REFERRED TO :-

LAND AT BAR LANE, STAINCROSS.
Scale 1:500 Plot No 73.

- BOUNDARY OWNERSHIP.
- BUILDING LINE
- FOUL DRAINS
- STORM DRAINS
- SCREEN FENCING.



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H.M. LAND REGISTRY
TITLE No. SYK 44525
PHOTOGRAPHIC COPY
(liable to distortion in scale)
of PLAN to Transfer
dated 25.10.76

M. Rhodes
R. Rhodes

Director
S. J. Pickett
Secretary

