

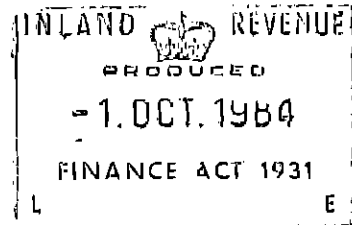
These are the notes referred to on the following official copy

Title Number SYK197931

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THIS CONVEYANCE

is made the 2nd day of July 1984

BETWEEN BARNSLEY METROPOLITAN BOROUGH COUNCIL (hereinafter called "the Council") of the one part and
ROY GLEDHILL AND EILEEN GLEDHILL of 100 Yews Lane Kendray Barnsley
South Yorkshire

(hereinafter called "the Purchaser") of the other part

WHEREAS

The Council is seised of the property hereinafter described for an estate in fee simple free from incumbrances and in pursuance of the provision of Chapter 1 of Part 1 of the Housing Act 1980 (hereinafter called "the Act") has agreed with the Purchaser for the sale of the said property to him at the price of Seven Thousand Five hundred and sixty pounds (£7,560) being the market value of Thirteen Thousand Five hundred pounds (£13,500) less a discount of Five Thousand Nine Hundred and forty Pounds

NOW THIS DEED WITNESSETH as follows:-

1. In pursuance of the said agreement and in consideration of the sum of Seven thousand Five hundred and sixty pounds paid by the Purchaser to the Council (the receipt whereof the Council hereby acknowledges) the Council as Beneficial Owner hereby conveys unto the Purchaser ALL THAT the



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property described in the First Schedule hereto TOGETHER WITH the rights set out in the Second Schedule hereto but EXCEPTING AND RESERVING to the Council (and to all other persons to whom it or its successors in title may grant the like rights) the rights set out in the Third Schedule hereto TO HOLD the same unto the Purchaser in fee simple SUBJECT to the exceptions reservations covenants and other matters (if any) mentioned or referred to in the Fourth Schedule hereto

2. Any right of light or air or other easement not hereby expressly granted which would in any way restrict or interfere with the free use of any adjoining or neighbouring property now or formerly of the Council shall not be deemed to be included in this Conveyance

3. The Purchaser for himself and his successors in title hereby covenants with the Council that if within a period of five years from the date hereof there is a disposal of the property within the meaning of the Act then the Purchaser or such successors in title will on such disposal or on the first such disposal if there shall be more than one repay to the Council any discount or a proportion of any discount which the Council may have allowed to the Purchaser under the provisions of Section 7 of the Act the amount of the repayment to be the whole of the discount on a sale within the first year and thereafter an amount equal to the said discount reduced by twenty per cent thereof for each complete year which elapses after the date hereof and before such

disposal

4. It is hereby agreed and declared that any internal walls separating the dwellinghouse hereby conveyed from any adjoining dwellinghouses now or formerly of the Council and any eaves gutters chimney-stacks fallpipes or waterspouts used jointly shall be party walls eaves gutters chimney-stacks fallpipes and waterspouts and the rights and liabilities in respect thereof shall be in accordance with Section 38(1) of the Law of Property Act 1925

5. The Purchaser hereby covenants with the Council for the benefit and protection of any adjoining land of the Council capable of being benefited thereby and so as to bind the property hereby conveyed into whatsoever hands the same may come that he will observe and perform the stipulations set out in the Fifth Schedule hereto

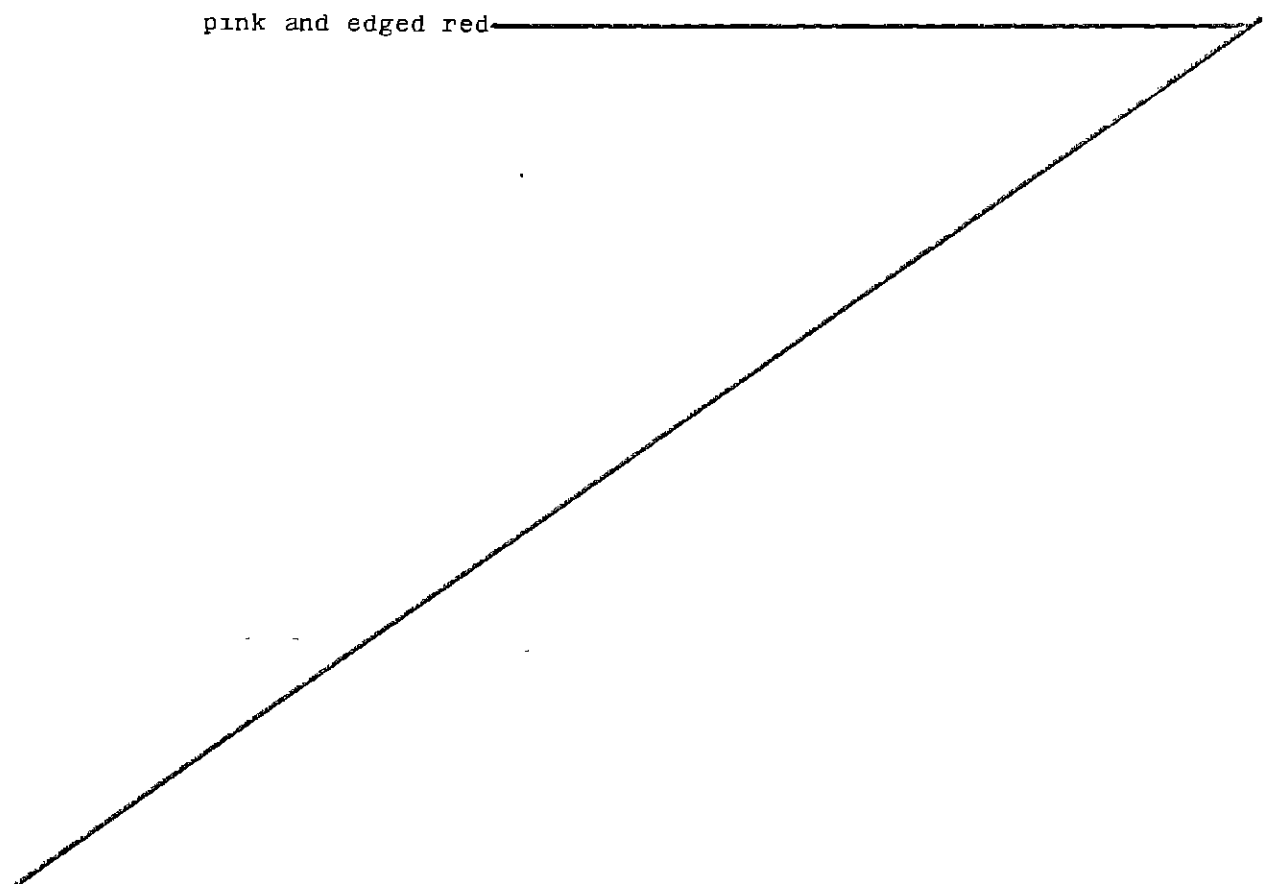
6. Where there are two or more persons included in the expression "the Purchaser" they shall hold the said property as beneficial joint tenants and where the context admits any covenants expressed to be made by the Purchaser shall be deemed to be made by such persons jointly and severally on behalf of themselves and their respective successors in title

7. 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 the aggregate amount or value of the consideration exceeds Thirty thousand pounds

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Purchaser has hereunto set his hand and seal the day and year first above written

THE FIRST SCHEDULE

ALL THAT plot of land containing an area of Three hundred square yards or thereabouts situate on the Easterly side of Yews Lane at Kendray Barnsley South Yorkshire (being part of a larger piece or parcel of land comprised in a Conveyance dated the Eighteenth day of October One thousand nine hundred and forty eight and made between Frances Mercer Broomfield of the one part and The Mayor Aldermen and Burgesses of the County Borough of Barnsley of the other part AND ALSO ALL THAT messuage or dwellinghouse erected thereon or on some part thereof and known as number 100 Yews Lane Kendray aforesaid ALL which said property is shown for the purpose of identification only on the plan annexed hereto and thereon coloured pink and edged red



THE SECOND SCHEDULE

(Rights granted to the Purchaser)

- (a) The right of free passage and running of water soil gas and electricity (in common with the Council and all other persons entitled thereto) over through and along the channels drains pipes sewers wires and cables which now serve the property hereby conveyed and which are laid in over through or under the neighbouring land now or formerly belonging to the Council together with the right (in common with the Council and all other persons entitled to a like right) to enter on the said neighbouring land for the purpose of connecting into repairing cleansing maintaining and renewing the said channels drains pipes sewers wires and cables subject to the Purchaser and his successors in title making good all damage caused by such entry and subject also to the Purchaser paying a reasonable proportion of the expense of repairing cleansing maintaining and renewing the said channels drains pipes sewers wires and cables
- (b) All necessary rights of the neighbouring land now or formerly of the Council in respect of eaves gutters rainwater pipes and other structures (if any) of the dwellinghouse hereby conveyed which overhang and the footings and ancillary structures (if any) of the said dwellinghouse which extend beyond the boundaries of the land hereby conveyed
- (c) All such rights as may be reasonably necessary to

enter upon the said neighbouring land for the purposes of repairing and maintaining the buildings now erected on the land hereby conveyed the person or persons exercising such rights making good all damage occasioned thereby

THE THIRD SCHEDULE

(Rights excepted and reserved to the Council)

(a) The right of free passage and running of water soil gas and electricity over through and along all channels drains pipes sewers wires and cables which are at the date hereof laid in over through or under the land hereby conveyed and which serve the adjoining or neighbouring property now or formerly belonging to the Council with the right for the Council and all others entitled to the like rights to enter on the land hereby conveyed for the purpose of connecting into cleansing maintaining and renewing the said channels drains pipes sewers wires and cables subject to the Council and its successors in title making good all damage caused by such entry and subject also to the Council and its successors in title paying a reasonable proportion of the expense of repairing cleansing maintaining and renewing the said channels drains pipes sewers wires and cables

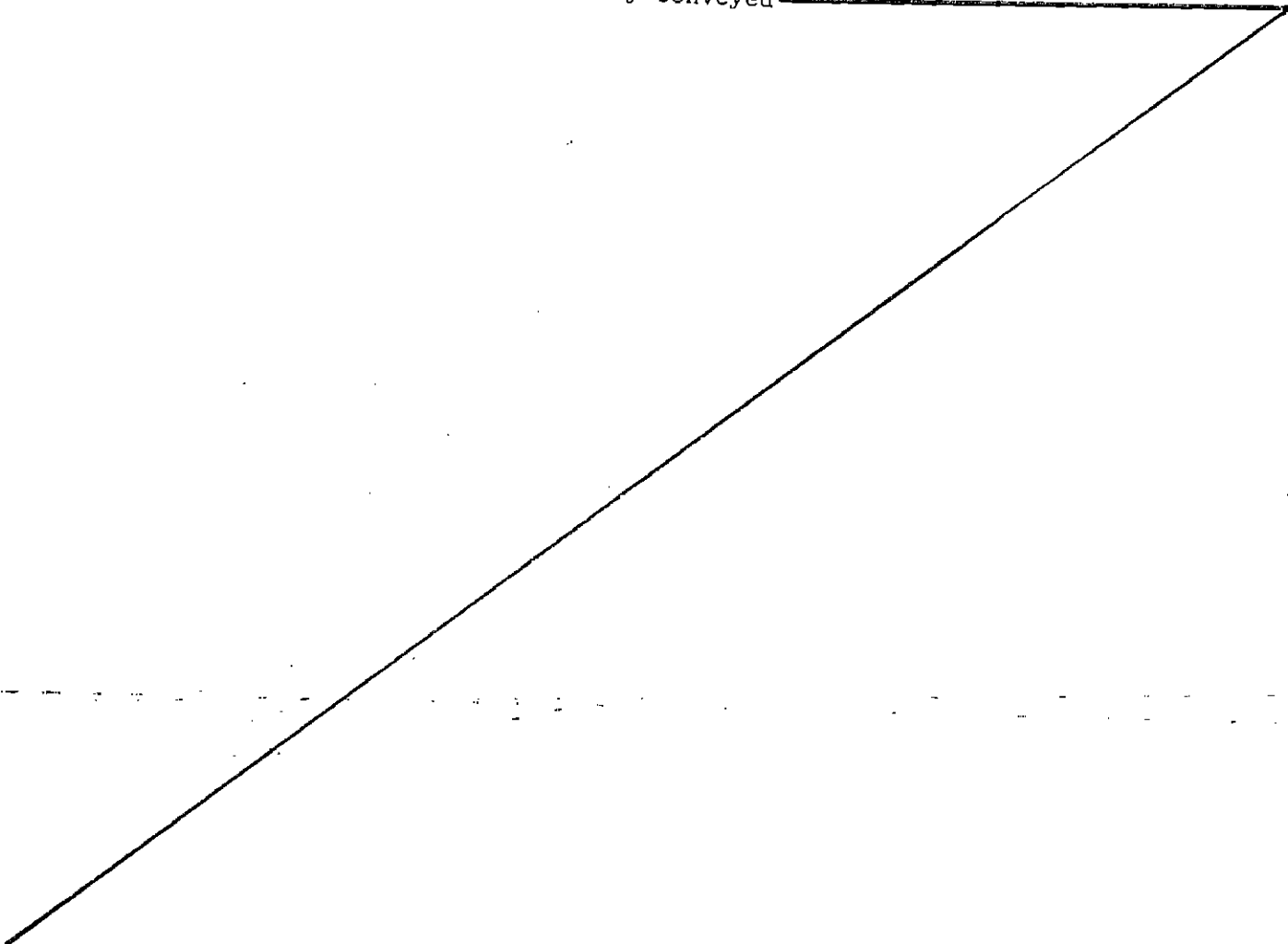
(b) All necessary rights over the land hereby conveyed in respect of eaves gutters rainwater pipes and other structures (if any) of the buildings erected on the adjoining land which overhang and the footings and

ancillary structures (if any) of such buildings which extend within the boundaries of the land hereby conveyed

(c) All such rights as may be reasonably necessary for the Council or the owners of the said adjoining land to enter upon the land hereby conveyed for the purpose of repairing and maintaining the buildings now erected on such adjoining land the person or persons exercising such right making good all damage occasioned thereby

THE FOURTH SCHEDULE

The rights exceptions reservations and provisions contained mentioned or referred to in the said Conveyance dated the Eighteenth day of October One thousand nine hundred and forty eight so far as the same are still subsisting and capable of taking effect and relate to or affect the property hereby conveyed



THE FIFTH SCHEDULE

(Covenants by the Purchaser)

- (1) To maintain in a good state of repair and condition the premises outbuildings (including greenhouses) and the fences boundaries or hedges marked 'T' inwards on the said plan and in particular but without prejudice to the generality of the foregoing the paintwork of the exterior of the premises
- (2) To cultivate and maintain the garden of the premises in a good and orderly manner free from weeds
- (3) Not to place any advertisement of any description on the premises other than a business notice in case the premises are used for the purpose of a doctor or dentist and notices or advertisements in the usual form for sale or letting of the premises and no hoardings or structures shall be erected for use as a bill posting or advertisement station And the Council by its agents and workmen may at any time and without prior notice enter upon the premises to remove any notice post bill or advertisement or any such hoarding or structure which may be affixed displayed or erected therein in contravention of this stipulation
- (4) Not to alter demolish or make any additions whatsoever to the premises or outbuildings or to erect any further outbuildings or boundary walls or fences without previously submitting plans showing such alterations additions or erections and obtaining the consent of the

Housing Director for the time being of the Council in writing thereto (in addition to any necessary planning or building regulation permission) such consent not to be unreasonably refused and in particular but without prejudice to the generality of the foregoing:-

(a) Not to erect any fence or wall which exceeds the following heights (i) at the front of the property 1 metre (ii) at the side of the property 1½ metres (iii) at the rear of the property 2 metres

(b) To ensure that any fence or wall erected by the Purchaser is of the same type as those in the immediate vicinity

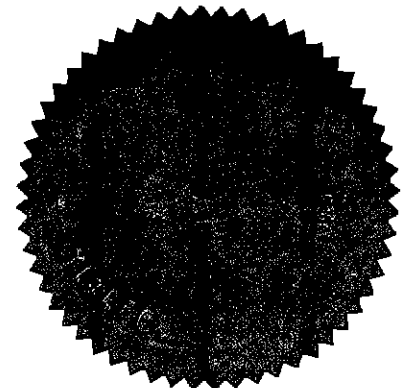
(5) Not to sell or suffer to be sold any wines spirits beers or intoxicating liquors of any kind on the premises or any part thereof nor to do or keep or suffer to be done or kept thereon any act or thing which may be or become a nuisance or annoyance or cause inconvenience to the Council or to the owners or occupiers of the adjoining or neighbouring property or which may tend to lessen or depreciate the value of the premises or the property in the neighbourhood

(6) Not to dig out of the land any sand or gravel except in the course of excavating for the foundations of any buildings to be erected on the land

(7) Not without the prior consent of the Council in writing to:

- (a) Park upon any part of the premises either temporarily or permanently any heavy goods vehicle caravan or moveable dwelling of any kind whatsoever
- (b) Carry on upon the premises or any part thereof any trade or business nor use the premises for any other purpose than those of a private residence excepting however those of a doctor or dentist
- (c) Keep livestock (other than a domestic dog cat cage bird or other recognised domestic pet) on the premises
- (d) Store or deposit any rubbish or building or gardening equipment or materials of any kind in the front garden of the premises

THE COMMON SEAL of Barnsley)
Metropolitan Borough)
Council was hereunto)
affixed in the presence of)



No. 1098
IN REGISTER

M. B. K. M. J.
Deputy HEAD OF ADMIN. AND LAW

SIGNED SEALED AND DELIVERED)

by the said ROY GLEDHILL)
AND EILEEN GLEDHILL)

R. G. Gledhill

in the presence of)

E. Gledhill

Ian A. Dickie

BARNSELY

Solicitor.

Plan referred to.



KENDRAY



AREA EDGED RED **300** SQ YDS OR THEREABOUTS

SCALE 1:500

JUL 1982

R. G. Cook & E. J. G. G. G.

New Plan