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Title Number WK199329

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25-10-72 84718

INLAND REVENUE

# This Conveyance is made

the *twentieth* day of *March* One thousand nine hundred and *seventy-two* BETWEEN THE LORD MAYOR ALDERMEN AND CITIZENS OF THE CITY OF BIRMINGHAM (hereinafter called "the Corporation") of the one part and

MICHAEL JOHN BROOMHALL

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

## WHEREAS:—

(1) The Corporation are seised of the property hereby conveyed for an estate in fee simple subject to the Lease (hereinafter called "the Lease") particulars whereof are set out in the First Schedule hereto but otherwise free from incumbrances.

(2) The Corporation have agreed to sell to the Purchaser the said property subject as aforesaid at the price of

NINETY pounds.

## NOW THIS DEED WITNESSETH as follows:—

1. IN pursuance of the said agreement and in consideration of the sum of *NINETY* POUNDS now paid by the Purchaser to the Corporation (the receipt whereof the Corporation hereby acknowledge) the Corporation pursuant to the Housing Act 1957 as BENEFICIAL OWNERS HEREBY CONVEY to the Purchaser ALL THAT the premises comprised in and demised by the Lease and now known as No. 1709 BRISTOL ROAD SOUTH NORTHFIELD Birmingham aforesaid TOGETHER with the land forming the site and curtilage thereof as the same is for the purpose of identification only shown edged red on the plan annexed hereto TOGETHER ALSO with the rights and easements and advantages specified in the Second Schedule hereto EXCEPT AND RESERVING to the Corporation as provided in the Third Schedule hereto TO HOLD unto the Purchaser in fee simple.

2. THE Purchaser HEREBY COVENANTS with the Corporation for the benefit and protection of so much of the adjoining or adjacent land of the Corporation as is capable of being benefitted thereby that the Purchaser will observe and perform the stipulations and restrictions set out in the Fourth Schedule hereto.



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3. 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 the sum of Five thousand five hundred pounds.

IN WITNESS whereof the Corporation have caused their Common Seal to be hereunto affixed and the Purchaser has set his hand and seal the day and year first before written.

#### THE FIRST SCHEDULE.

Date.	Lessor.	Property.	Lessee.	Term.	Rent.
15th October 1925	The Corporation	No 1709 Bristol Road Northfield	Norman South Powell	99 years from the 24th June 1925	£ 3.50 per annum

in the City  
of Birmingham.

#### THE SECOND SCHEDULE.

##### (RIGHTS EASEMENTS AND PRIVILEGES GRANTED TO THE PURCHASER)

(A) The free passage and running of water soil gas and electricity from the premises hereby conveyed through the sewers drains pipes wires or cables running under any adjoining property now or formerly owned by the Corporation Together with all necessary rights of entry for the purpose of repairing cleansing maintaining and renewing the same subject to their making good all damage caused by such entry except in so far as such entry may be necessitated by default of the Corporation.

(B) All such other rights easements and advantages in under or over the adjoining premises of the Corporation as are now enjoyed by the Purchaser as lessee under the demise subject to his paying a proportionate part of the expense of keeping all party easements and quasi-easements in proper repair and condition.

(C) Full and free right and liberty for the Purchaser and all persons authorised by him in common with other persons having the like right to pass and repass at all times over and along that portion of the adjoining property coloured yellow on the plan annexed hereto.

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### THE THIRD SCHEDULE

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#### (EXCEPTIONS AND RESERVATIONS FOR THE BENEFIT OF THE ADJOINING LAND OF THE CORPORATION)

- (A) The free passage and running of water soil gas and electricity through and along all sewers drains watercourses pipes wires and cables in on or under the premises hereby conveyed to and from any adjoining property of the Corporation Together with all necessary rights of entry for the purpose of repairing cleansing maintaining and renewing the same subject to their making good all damage caused by such entry except in so far as such entry may be necessitated by default of the Purchaser.
- (B) The right to affix to the exterior portions of the external walls of the land and premises hereby conveyed notices scaffolding and other apparatus thereto Together with such rights of access thereto as may be necessary for the purpose of carrying out any repairs or other works to such adjoining property.
- (C) All such other rights easements and advantages in under or over the land and premises hereby conveyed as are now used or enjoyed by the Corporation as Lessor under the Lease.
- (D) The right to build or alter any buildings or erections upon such adjoining lands notwithstanding that such buildings may obstruct any light or air to any buildings now or hereafter to be erected on the land hereby conveyed and so that any light or air now or at any time hereafter enjoyed by the premises hereby conveyed over any adjoining land or premises of the Corporation shall be deemed to be enjoyed with the express consent of the Corporation.
- (E) The right for the Corporation to enter upon the premises hereby conveyed for the purpose of discontinuing the water supply in the event of this being necessary to safeguard supplies to other premises supplied from a common pipe or of failure of the Purchaser or his successors in title to pay water rate in respect of the premises hereby conveyed.
- (F) Full and free right and liberty for the Corporation and all persons authorised by them in common with others having the like right to pass and repass at all times over and along that portion of the premises hereby conveyed forming part of the said pathway and coloured blue on the said plan.

### THE FOURTH SCHEDULE.

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#### (RESTRICTIVE STIPULATIONS IMPOSED BY CORPORATION)

- (1) To pay a reasonable proportion of the expense of repairing and maintaining all party ways walls or fences sewers drains watercourses

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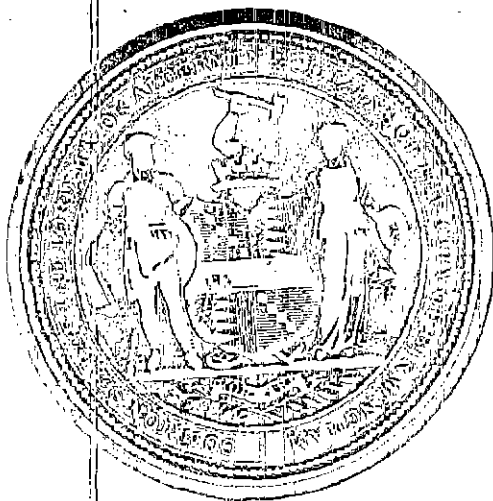
wires and cables and other things used or enjoyed in common by the occupiers of the premises hereby conveyed and the occupiers of any other adjoining premises and such proportion in case of dispute or difference shall be determined by the Corporation whose decision shall be final and binding upon the parties.

(2) Not to use or allow or cause the said land and premises hereby conveyed to be used for any purpose other than that of a private dwellinghouse and the premises hereby conveyed shall not be occupied by persons in excess of the permissible number as defined in the Sixth Schedule to the Housing Act 1957.

(3) Not to do cause permit or suffer upon the premises hereby conveyed anything which may be or become a nuisance or annoyance or which may cause damage to the Corporation or other tenants or the occupiers of the neighbouring land and premises of the Corporation.

(4) Not to allow the decorative or structural condition of the premises hereby conveyed to become such as will depreciate the value of the surrounding properties.

(5) Not to place or permit to be placed upon the front garden drive accessway or forecourt of the premises hereby conveyed any goods automatic machines caravans or vehicles of any description whatsoever.



{ THE COMMON SEAL of The Lord Mayor  
Aldermen and Citizens of the City of  
Birmingham was hereunto affixed in the  
presence of: —

*Deputy* *Town Clerk.*

SIGNED SEALED and DELIVERED  
by the said MICHAEL JOHN  
BROOMHALL

in the presence of:—

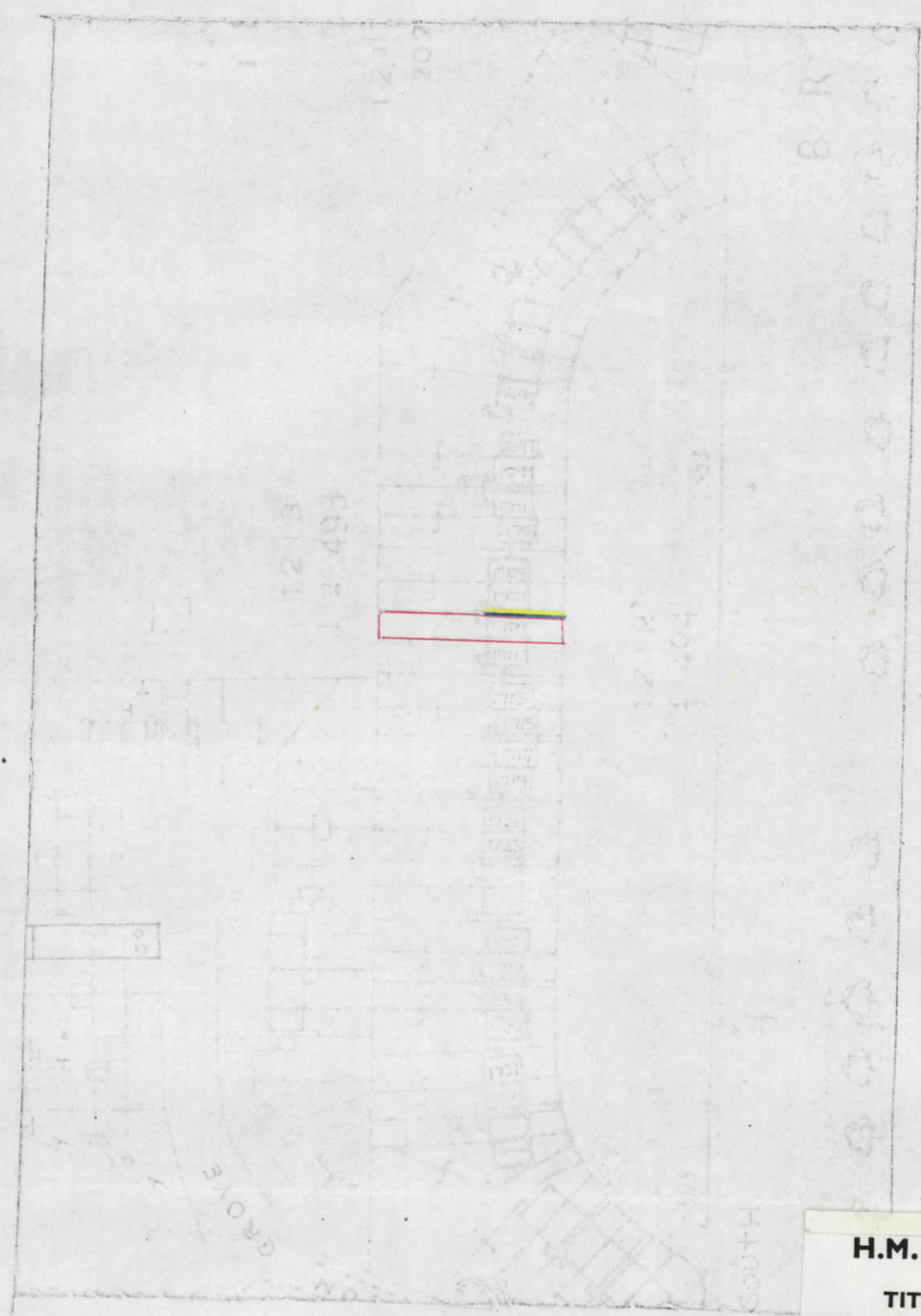
*Michael John  
Broomhall.*

Witness name *DA. Kimberley*  
Address *1711 Bristol Road South*  
*Rednal Birmingham*  
Occupation *House wife*



PLAN REFERRED TO 1709 Bristol Road South  
AREA 244 SQ.YDS. OR THEREABOUTS [edged red]

[coloured yellow]



CITY HOUSING DEPARTMENT  
City of Birmingham

Scale 1:1250

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of **PLAN** to Conveyance  
dated 20.3.72.