

DATED

18th

JUNE 1993

SYK331561/7P/OGS

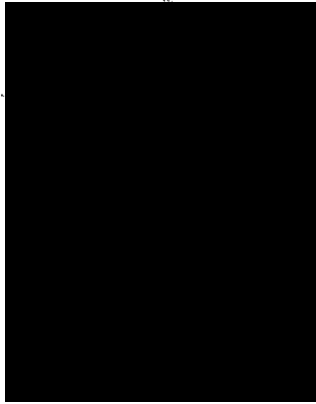
BRIAN WALDRON LIMITED

to

MCLEONARD BERRY

and

LAVINIA ALICE BERRY



T R A N S F E R

of property known as Plot 4 Hall Farm Court
Thurnesoc South Yorkshire

W. E. CLAYTON-SMITH & SON
PONTFRACI

NOTTDLR

- 8 JUN 1993

RECEIVED Z

H. M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1986

TRANSFER OF PART

COUNTY & DISTRICT : South Yorkshire Barnsley
TITLE NUMBER : SYK 307348
PROPERTY : Land at Hall Farm Court Thurnscoe
DATED : 18th June 1993

SYK 331561

1. IN CONSIDERATION of Forty nine thousand five hundred pounds (£49,500.00.) the receipt whereof is hereby acknowledged BRIAN WALDRON LIMITED whose registered office is at Fir Tree Cottage Chapel Lane Billingley Barnsley South Yorkshire (hereinafter called "the Transferor") as beneficial owner transfers to McLEONARD BERRY and LAVINIA ALICE BERRY of 15 Lincoln Crescent South Elmsall Pontefract West Yorkshire the land shown edged red on the plan bound up within and known as Plot 4 Hall Farm Court Thurnscoe South Yorkshire being part of the land comprised in the title above referred to TOGETHER WITH the rights set out in the First Schedule hereto and EXCEPTING AND RESERVING the rights set out in the Second Schedule hereto
2. FOR the benefit and protection of the Transferor's adjoining land (hereinafter called "the estate") or any part or parts thereof and so far as to bind the land hereby transferred into whatsoever hands the same may come the Transferees jointly and severally covenant that the Transferees and those deriving title under them will at all times hereafter observe and perform the following restrictions and stipulations:-
 - a) Any dwelling erected on the land hereby transferred shall not be used other than as a private residence and shall not be used for any trade business or manufacture nor without the prior written permission of the Company as a place of business for a professional man and any garage and outbuildings shall be used for private purposes (except as aforesaid)
 - b) No pigs or poultry shall be kept on the land hereby transferred
 - c) No building to be erected on the land hereby transferred shall at any time be used for the manufacture or sale of any kind of intoxicating liquors
 - d) Nothing shall be done or permitted to be done on the land hereby transferred which may be or become a nuisance or annoyance to the Transferor or the owners or occupiers of any other part of the Estate
 - e) Not to object to any planning application made by the Transferor in respect of residential development made by the Seller in respect of the Estate or any part thereof
3. THE Transferees hereby jointly and severally covenant with the Transferor and the owners and occupiers for the time being of any other part of the Estate for the benefit and protection of the Estate or any part or parts thereof and so far as to bind the land hereby transferred into whatsoever hands the same may come that the Transferees and those deriving title under them will at all time hereafter:-



- a) Observe and perform (by way of indemnity only) the covenants conditions restrictions and stipulations contained or referred to in register of Title SYK 307348 so far as the same affect the land hereby transferred and are capable of being enforced and will indemnify the Transferor and its successors in title against all actions costs claims and demands or expenses arising out of any future breach or non-observance of the same so far as aforesaid
- b) Pay a fair proportion of the cost of maintaining and repairing the part of the access road shown coloured brown on the plan annexed hereto to the same standard of finish as laid on completion of construction of the said access road
- c) Pay a fair proportion of the cost of maintaining and repairing the private sewers and drains serving the property hereby transferred and the other parts of the Estate
- d) Indemnify and keep indemnified the Transferor from and against all costs claims demands and liabilities on account thereof
- a) At all times hereafter maintain and repair and where necessary renew any boundary fences on the boundaries of the land transferred where shown by a "T" turned inwards on the said plan annexed hereto

4. IT is hereby agreed and declared between the parties hereto as follows:-

- a) The Transferor shall be under no restriction as to the mode of development or use of the remainder of the Estate or any part or parts thereof and may at any time release or modify any of the restrictions and stipulations herein contained in relation to other parts of the adjoining land (whether imposed before or after the date hereof) and the Transferees shall not become entitled whether by implication prescription or otherwise to any easement or right of light or air or other right or easement which would restrict or interfere with the free use by the Transferor of the remainder of the Estate or any other adjoining or adjacent land for building or other purposes
- b) The Transferor expressly reserves the right to vary the layout of the retained land without reference or payment to the Transferees and if any dispute or question as to the boundaries shall arise between the parties hereto and or the owner for the time being of any adjoining land such dispute or question shall be settled by the Transferor or its Architect whose decision shall be final and binding on all parties
- c) There is reserved for the benefit of the Transferor and the owners or occupiers for the time being of any other part of the Estate or of any other adjoining or neighbouring land intended to be benefited all easements wayleaves rights and privileges granted by the Transferor or as aforesaid to the County or District Councils Boards and other Statutory Authorities or undertakers in connection with the services usually provided or maintained by them for the benefit and advantage of the plot of land hereby transferred and any other part of the Estate of the Transferor or such other adjoining or neighbouring land or any part thereof and that the Transferees or other the owner or occupiers for the time being of the land hereby transferred shall if necessary grant to the County or District Councils Boards and other Statutory Authorities or undertakers such easements as they shall require in connection with the provisions and maintenance of those services

d) The walls dividing the building on the land hereby transferred from the adjoining buildings shall be and remain party walls and such of the spouts gutters eaves and other appurtenances used in common by the land hereby transferred and the adjoining land forming part of the development are party structures and shall be repaired and maintained in common

5. THE Transferor and the Transferees hereby apply to the Register to enter in the Register such of the rights exceptions reservations covenants conditions restrictions and stipulations agreement and declarations contained or referred to herein as are capable of registration

6. WHEREVER the context allows the expression "the Transferees" shall include the successors in title of the Transferees and the words importing the masculine gender only shall include the feminine gender and words importing the singular number only shall include the plural number and vice versa and where there are two or more persons included in the expression "the Transferees" covenants expressed to be made the Transferees shall be deemed to be made by such persons jointly and severally and further such persons declare that they shall hold the said property hereby transferred upon trust to sell the same with power to postpone the sale thereof and shall hold the net proceeds of sale and other money applicable and capital and the net rents and profits thereof until sale upon trust for themselves as joint tenants and the Transferees declare that the survivor of them can give a valid receipt for capital money arising on a disposition of the land hereby transferred

THE FIRST SCHEDULE above referred to

1. The right for the Transferees (in common with the Transferor and the owners and occupiers for the time being of the adjoining parts of the estate and all other persons entitled to the like rights) full and free rights of way at all times and for all purposes over and along such part of the access road shown coloured brown on the said plan as is not included in the land hereby transferred Subject to the payment of a fair proportion according to use of the cost of repairing and maintaining the whole of the access road
2. With the right for the Transferees as aforesaid (in common as aforesaid) full and free rights to use all foul and surface water drains watercourses pipes wires cables and other services now or within Eighty years from the date hereof (hereinafter called "the perpetuity period") to be laid under over or through any part of the Estate for the passage and running of sewerage water soil electricity gas and other services to and from the land hereby transferred Subject to the payment by the Transferees of a fair proportion of the cost of maintaining and repairing the said foul and surface water drains serving the land hereby transferred and the other parts of the Estate and paying a due proportion according to the use of the cost of repairing and maintaining the other services aforesaid
3. The right to enter at any time upon such other parts of the Estate as are not occupied by buildings as may be reasonably necessary for the Transferees and their successors in title upon giving previous written notice (except in case of emergency) with or without workmen for the purpose of maintaining and repairing the said access road Subject to the persons exercising such rights making good all damage thereby occasioned with all due despatch to the reasonable

satisfaction of the Transferor

4. All necessary rights over the Transferor's adjoining land in respect of eaves gutters rainwater pipes and other structures (if any) of the dwellinghouse hereby transferred which overhang and the footings and ancillary structures (if any) of the said dwellinghouse which extend beyond the boundaries of the land hereby transferred

5. All such rights as may be reasonably necessary to enter upon the said adjoining land for the purposes of repairing and maintaining the said dwellinghouse the person or persons exercising such rights making good all damage occasioned thereby

THE SECOND SCHEDULE above referred to

1. A right for the Transferor and the owners or occupiers of the adjoining parts of the Estate and all others entitled to the like rights (in common with the Transferees) to use all foul and surface water drains watercourses pipes wires cables and other services now or within the perpetuity period to be laid in under over or through the land hereby transferred or any part thereof for the passage and running of sewerage water soil electricity gas and other services to and from all adjoining parts of the Estate Subject to the payment by the Transferor and as aforesaid of a fair proportion of the cost of repairing and maintaining the foul and surface water drains serving the land hereby transferred and the other parts of the Estate and to the payment of a due proportion according to use of the cost of repairing and maintaining the other services

2. A right for the Transferor and as aforesaid power at any time upon giving written notice (except in case of emergency) to enter upon the land hereby transferred to maintain repair and reinstate the said access road and to make lay inspect maintain repair and renew and connect into the said sewers and drains pipes wires cables and other services the persons exercising such rights making good any loss or damage occasioned thereby to the surface of the land hereby transferred or any building erected thereon with all due despatch to the reasonable satisfaction of the Transferees

3. The right for the Transferor and those authorised by it or them to enter upon the land hereby transferred upon giving reasonable written notice for the purpose of complying with any lawful requirement of the Local Planning Authority the person or persons exercising such rights making good all damage occasioned thereby with all due despatch to the reasonable satisfaction of the Transferees

4. All necessary rights for the Transferor and as aforesaid over the land hereby transferred in respect of eaves gutters rainwater pipes and other structures (if any) of the dwellinghouse hereby transferred which overhang and the footings and ancillary structures (if any) of the dwellinghouses and other buildings adjoining which overhang and which extend beyond the boundaries of the land retained and buildings

5. All such rights as may be reasonably necessary to enter upon the said land hereby transferred for the purposes of repairing and maintaining the said dwellinghouses and buildings the person or persons exercising such rights making good all damage occasioned thereby

THE COMMON SEAL of BRIAN MALDRON LIMITED

was affixed in the presence of:

[REDACTED]

Director

[REDACTED]

Secretary

SIGNED as a Deed by McLEONARD BERRY

in the presence of:

[REDACTED]

Mr. B



SIGNED as a Deed by LAVINIA ALICE BERRY

in the presence of:

[REDACTED]

L A B

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 Sixty Thousand Pounds

[REDACTED]

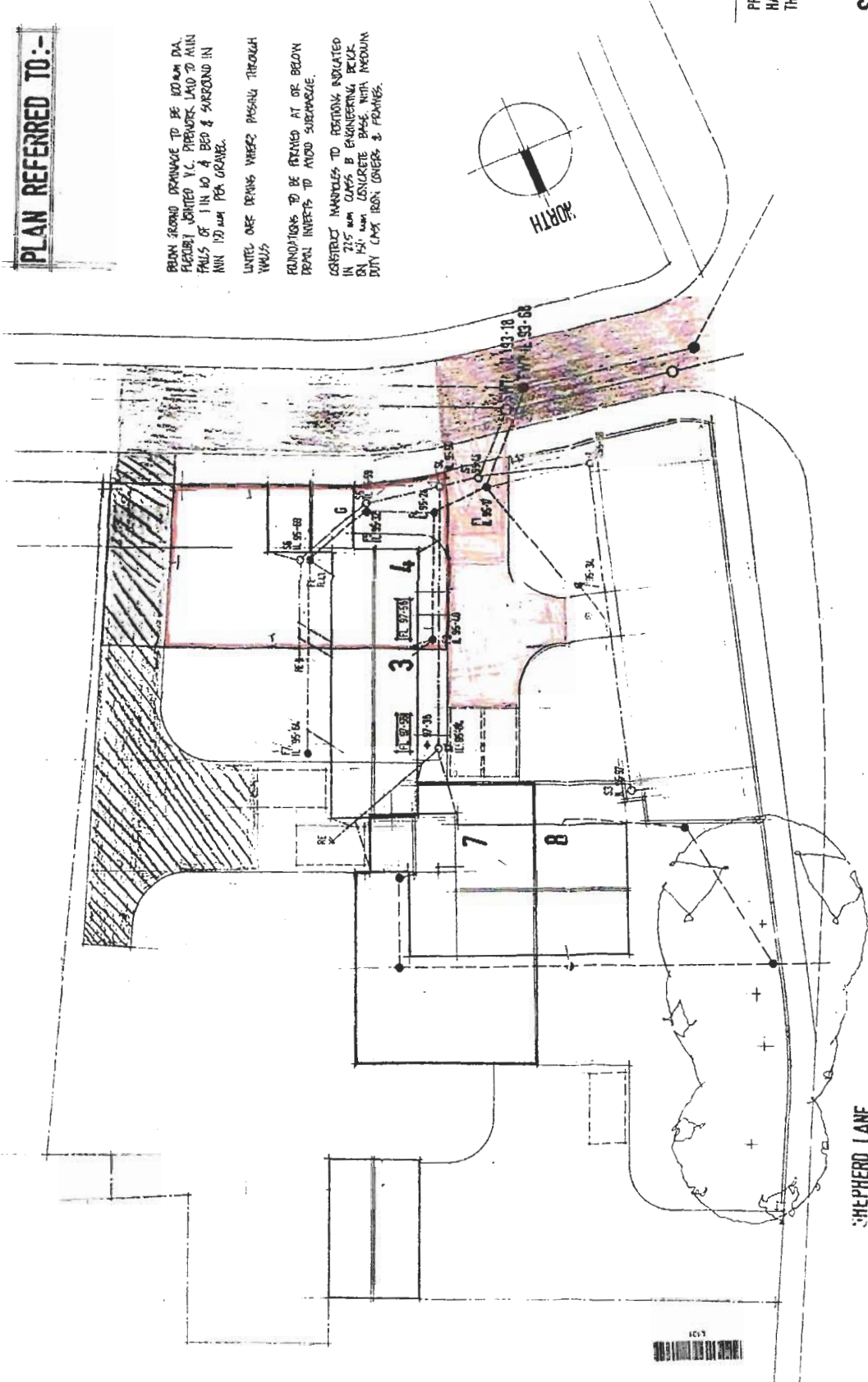
PLAN REFERRED TO:-

BROWN SECOND DRAINAGE TO BE 100 MM DIA. FLEXIBLE JOINTED V.C. PIPES Laid TO MAIN FALLS OF 1 IN 100. A BED & SURROUND IN MIN 150 mm PER GRADE.

UNTEL ONE DRINKS WREDS PASSAGE THROUGH WALLS

FOUNDATIONS TO BE STRONG AT OR BELOW TYPICAL INVERTS TO AVOID SUBSAPENCE.

CONSTRUCT MANHOLES TO BE TYPICAL INSTALLED IN 215 mm CLAS B ENGINEERING BRICK ON 150 mm CONCRETE BASE WITH MEDIUM DUTY CAST IRON COVERS & FRAMES.



SHEPHERD LANE



LTD

10/6/93

SITE LAYOUT 1:200



SYK331561

PROPOSED RESIDENTIAL DEVELOPMENT
HALL FARM SHEPHERD LANE
THORNTON

SITE LAYOUT



**CHRIS
CARR
ASSOCIATES**
ARCHITECTS & DESIGNERS

15 Huddersfield Rd
Barnley S70 2LW
Telephone 0226 280256

Scale: 1:200	Drawn: JE
Date: JAN 91	Ref. No. 4/81
DWG. No. 9	Rev.

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