

**These are the notes referred to on the following official copy**

Title Number NYK234673

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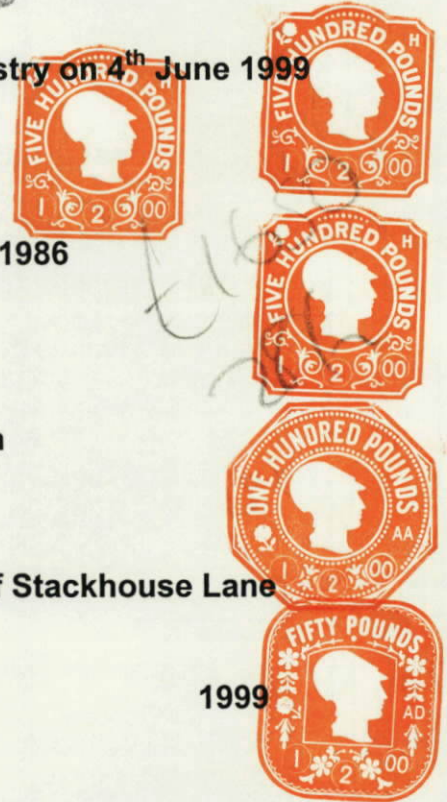
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NYK 234673

This form of Transfer was approved by HM Land Registry on 4<sup>th</sup> June 1999

H M LAND REGISTRY



County and District: North Yorkshire Craven

Title Number: NYK187110

Property: Land on the West Side of Stackhouse Lane  
Giggleswick

Date: 17<sup>th</sup> December 1999



1. IN this Transfer:-

1.1 "The Vendor" means R N WOOLER & CO LIMITED whose registered office is at Florence House Lawkholme Business Park Lawkholme Lane Keighley BD21 3LA

"The Purchaser" means ROBERT NICKSON JONES and JULIE ANN JONES both of Wayburn 2 Iveby Road Burton in Lonsdale Lancashire

1.3 "The Plan" means the plan annexed to this Transfer

1.4 "The Estate" means the land edged green on the Plan being the land in the above Title at the commencement of the development of the Estate

1.5 "The Estate Road" means the road shown coloured brown on the Plan

1.6 "The Property" means the part of the Estate shown edged red on the Plan being Plot Number 6 and intended to be known as No. 6 Meadow Rise Giggleswick

1.7 The expressions "the Vendor" and "the Purchaser" shall where the context so admits include the successors in title of the Vendor and the Purchaser respectively and shall further include the masculine and feminine the singular

and the plural and where two or more persons constitute the Purchaser all covenants and agreements made by or with them shall be deemed to be made by or with them jointly and severally

2. IN consideration of One hundred and sixty five thousand pounds (£165.000) receipt of which is hereby acknowledged the Vendor with full title guarantee transfers to the Purchaser the Property together with the rights specified in the First Schedule hereto but excepting and reserving the rights specified in the Second Schedule hereto

3. FOR the benefit and protection of the Estate and each and every part thereof and so as to bind so far as may be the Property into whosoever hands the same may come (but not so as to render the Purchaser personally liable in damages for any breach after he has parted with all interest therein) the Purchaser hereby covenants with the Vendor that he will observe and perform the restrictions and conditions set out in the Third Schedule hereto

4. IT is hereby agreed and declared as followed:-

4.1 The rights and reservations contained in this Transfer shall be ascertained and the exercise thereof shall commence on or before the expiration of Eighty years from the first day of January One thousand nine hundred and ninety eight which shall be the perpetuity period

4.2 The Purchaser shall not be or become entitled to any right or easement of air or light which would in any way restrict or interfere with or prejudicially affect the use by the Vendor of the Estate for building or any other purpose

4.3 Nothing herein contained shall be deemed to create or evidence a building scheme for an estate and the Vendor shall be at liberty to sell or otherwise dispose of or deal with any part of the Estate for such purpose and upon and subject to or free from such covenants restrictions provisions or conditions as it shall in its absolute discretion determine

4.4 The division wall separating the garage building on the Property from any adjoining building is and shall for ever hereafter remain and be a joint and party wall

severed vertically in accordance with Section 39(i) of the Law of Property Act 1925 and shall be useable and maintainable in equal shares by the owners or occupiers for the time being of the buildings respectively separated thereby

4.5 The Purchaser is to hold the Property [on trust for themselves as joint tenants] [on trust for themselves as tenants in common in {equal shares}]

5. IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds Two hundred and fifty thousand pounds ✓

#### FIRST SCHEDULE

##### (Rights Granted)

Where appropriate in common with all others similarly entitled:-

1. Full and free rights of way at all times and for all purposes with or without vehicles over and along the part not included in the Property of the Estate Road
2. Full right and liberty at all times and for all purposes to pass water soil gas electricity and other services to and from the Property through the drains pipes cables and conduits laid under the Estate subject to the payment by the Purchaser of a fair proportion of the expense of renewing repairing and maintaining the same
3. Full right to retain such eaves verges gutters foundations roofs and walls of the Property as may overhang or underlie the remainder of the Estate
4. Rights of entry onto other parts of the Estate with or without workmen and others subject to giving reasonable notice to the owner or occupier of his intention to do so (except in emergency) and making good any damage caused thereby to the reasonable satisfaction of such owner or occupier thereon:

4.1 For the purpose of inspecting the said drains pipes cables and conduits and carrying out any works of replacement repair or

maintenance which might be necessary

4.2 For the purpose of inspecting the said eaves verges gutters foundations roofs and walls and carrying out any works of replacement repair and maintenance which might be necessary

4.3 For the purposes of erecting maintaining and repairing the boundary walls or fences of the Property

## SECOND SCHEDULE

(Rights excepted and reserved)

1. Full and free rights of way at all times and for all purposes with or without vehicles over and along the part of the Estate Road included in the Property
2. Full right and liberty at all times and for all purposes to pass water soil gas electricity and other services to and from other parts of the Estate through the drains pipes cables and conduits laid under the Property subject to the payment of a fair proportion of the expense of renewing repairing and maintaining the same
3. The right to erect up to the boundary of the Property any dwelling or garage on the Estate and the right to erect and retain the eaves verges gutters and foundations of such dwelling or garage overhanging or underlying the Property
4. Rights of entry onto other parts of the Estate with or without workmen and others subject to giving reasonable notice to the owner or occupier of his intention to do so (except in emergency) and making good any damage caused thereby to the reasonable satisfaction of such owner or occupier
  - 4.1 for the purpose of inspecting the said drains pipes cables and conduits and carrying out any works of replacement repair or maintenance which might be necessary
  - 4.2 for the purpose of constructing buildings on adjoining parts of the Estate and thereafter inspecting the said eaves verges gutters and foundations and carrying out any works of replacement repair and

maintenance which might be necessary

4.3 For the purposes of erecting maintaining and repairing the

boundary walls or fences which belong to neighbouring properties

5. The right to grant the rights hereby excepted and reserved to the owners for the time being of any adjoining or neighbouring property

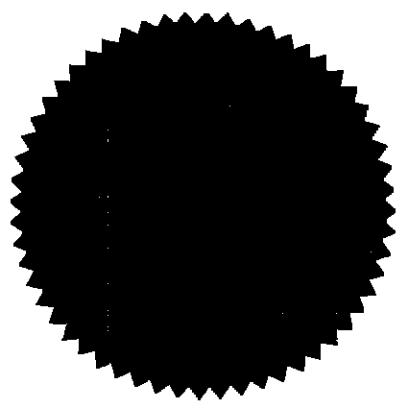
### THIRD SCHEDULE


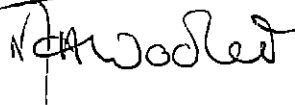
(Restrictions)

1. Not to carry on or permit to be carried on any trade or business on the Property or in or from the dwellinghouse erected thereon and to occupy the dwellinghouse as a single private dwellinghouse
2. Not to use or permit to be used the Property in any way which might be a nuisance or annoyance to the Seller or to owners and occupiers for the time being of any part of the Estate or any neighbouring land
3. In relation to the part of the Property in front of the dwellinghouse not to erect any buildings whether temporary or permanent thereon nor any wall or fence above one metre in height nor to grow or permit to be grown any plants trees or bushes thereon exceeding one metre in height
4. During the period of two years from the date hereof not without the Transferor's written approval (which may be withheld arbitrarily and without reason being given) to construct upon the Property any building extension or other structure whatsoever whether of a temporary or permanent nature
5. To comply with the Planning Authority's requirements as to tree planting and landscaping schemes fences and walls and the Highway Authority's requirements (if any) as to sight lines and at all times to keep the boundary structures marked with a 'T' inward on the Plan in good repair and condition
6. To pay a fair proportion of the expense of renewing repairing and maintaining any drains pipes cables and conduits which serve the Property jointly with other properties


7. To indemnify the Seller in respect of all proceedings demands and expenses arising from any future breach of any of the covenants agreements and declarations referred to in the Charges Register of the above Title so far as the same remain to be performed and are capable of being enforced and affect the Property

The Common Seal of )  
R N Wooler & Co Ltd was )  
hereunto affixed in the )  
presence of: )




Director   
Director/Secretary 

Signed as a Deed and )  
delivered by the said Robert ) RNJ Robert Jones  
Nickson Jones in the presence of ) x

Witness Signature   
Name (in block capitals) ROGER J. MESSLOCH - Administrator  
Address West View Kashiwooden  
Poonindale

Signed as a Deed and )  
delivered by the said Julie ) JAJ  
Ann Jones in the presence of: ) x J.A. Jones.

Witness Signature   
Name (in block capitals).....  
Address.....

