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Title Number CYM38143

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THIS CONVEYANCE is made the 30th day of July
Two Thousand and One **BETWEEN WREXHAM COUNTY BOROUGH COUNCIL**
of the Guildhall Wrexham (hereinafter called "the Council") of the one part and **SUSAN WILLIAMS** of 16 Third Avenue, Llay, Wrexham (hereinafter called "the Purchaser") of the other part

H.M. LAND REGISTRY

FREEHOLD TITLE REGISTERED
CYM 38143

WHEREAS:-

- (1) The Council are seised of the property hereinafter assured for an estate in fee simple subject to a secure tenancy within the meaning of that expression as used in the Housing Act, 1985 and as hereinafter appearing but otherwise free from incumbrances
- (2) The said property is subject to the incumbrances rights and interests (if any) short particulars whereof are set out in the Third Schedule hereto
- (3) The Purchaser has given notice to the Council claiming to exercise his/her right to buy under Part V of the said Act and the parties hereto have agreed that the price payable in accordance with that Part is the sum of **£18,098** and the Purchaser has agreed that it be vested in him/her as hereinafter appears

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the payment of the said sum of **EIGHTEEN THOUSAND AND NINETY EIGHT POUNDS (£18,098)** paid by the Purchaser to the Council (the receipt whereof the Council hereby acknowledges) the Council pursuant to the said notice and to give effect to the right to buy conferred on the Purchaser by the said Part V with full title guarantee **HEREBY CONVEY** unto the Purchaser **ALL THAT** piece or parcel of land with the dwellinghouse erected thereon and the appurtenances thereto belonging situate at and known as **16 Third Avenue, Llay, Wrexham** more particularly delineated and shown edged red on the plan annexed hereto (hereinafter referred to as "the property") **TOGETHER WITH** the rights specified in Part I of the First Schedule hereto **EXCEPT AND RESERVING** in fee simple unto the Council their successors in title and assigns the owners and occupiers of the land intended to be benefited thereby and all other persons entitled thereto the rights specified in Part II of the said First Schedule **TO HOLD** the same (except and reserved as aforesaid) unto the Purchaser in fee simple **SUBJECT TO** the incumbrances rights and interests (if any) described in the Third Schedule hereto and as hereinafter provided
2. **THE** Purchaser for himself and his successors in title hereby **COVENANT** with the Council that if within three years from the date hereof there shall be a disposal (meaning a conveyance of the freehold or the grant of a lease or sub-lease whether in any such case of the whole or part of the property hereby conveyed for a term of more than twenty-one years otherwise than at a rack rent but not including a disposal pursuant to and order under Section 24 of the Matrimonial Causes Act 1973 or Section



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2 of the Inheritance (Provision for Family and Dependants) Act 1975 and not a vesting in a person taking under a will or on an intestacy) the Purchaser or his successors in title will pay to the Council on demand the sum of **THIRTEEN THOUSAND SIX HUNDRED AND FIFTY TWO POUNDS (£13,652)** reduced by one third of the said sum for each complete year which shall elapse between the date of this conveyance and the date of that disposal **PROVIDED NEVERTHELESS** that if there shall be more than one such disposal the Council shall be entitled to demand payment only on the first one

3. **FOR** the benefit and protection of the adjoining or neighbouring land and properties of the Council or any part of the Council's adjoining Housing Estate (other than the property) and so as to bind so far as maybe the property into whosoever hands the same may come the Purchaser hereby covenants with the Council that the Purchaser and the persons deriving title under them will at all times hereafter observe and perform the restrictions and stipulations set out in the Second Schedule hereto but so that neither the Purchaser nor those deriving title under them shall be liable for a breach of this covenant occurring in respect of the property or any part or parts thereof after he or they shall have parted with all interest therein
4. **THE** Purchaser (with the object of affording to the Council a full and sufficient indemnity in respect of any breach of any of the restrictive or other covenants and conditions hereinafter mentioned but not further or otherwise) hereby covenants with the Council that the Purchaser and the persons deriving title under them will at all times hereafter perform and observe the restrictive or other covenants and conditions (if any) contained or referred to in the said Third Schedule and keep the Council indemnified against all actions claims demands and liability in respect thereof so far as the same affect the property and are still subsisting and capable of being enforced
5. **PROVIDED ALWAYS** that the Purchaser and the persons deriving title under the Purchaser shall not be entitled to any right of light or air which would in any way interfere with or prejudicially affect the free and unrestricted user by the Council and persons deriving title under them of any adjacent land of the Council for any other purpose and the assurance hereinbefore contained shall not be deemed or construed to imply the grant of any such right
6. **AND PROVIDED ALWAYS** that the right is hereby reserved to the Council and their successors in title and assigns to deal with the land and Estate of the Council hereinbefore mentioned (other than the said property) as they may think proper without regard to the provisions herein contained and in particular to dispose of any portion thereof free from any such stipulations or restrictions as are herein contained and to release any portion thereof at any time from any such stipulations or restrictions

7. IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

- (i) that the property shall at all times be entitled and subject to all such rights and privileges in the nature of easements or quasi-easements as are enjoyed or intended to be enjoyed with or over the property and the adjoining properties now or heretofore belonging to the Council.
- (ii) that any walls forming part of the dwellinghouse or of any garage, outbuilding or stores occupied therewith dividing the property from any dwellinghouse, garage, outbuilding or stores on the said adjoining property shall at all times hereafter be deemed to be party walls and shall be maintained and repaired at the joint expense of the respective adjoining owners.
- (iii) that any hedge, wall or fence bounding the property is entirely included in this Conveyance if marked on the said plan with an inward facing 'T' mark but otherwise is entirely excluded from this Conveyance (except that any wall not a party wall and part of the structure of any dwellinghouse, garage, outbuilding or store on the property shall be included in this Conveyance).
- (iv) in this Conveyance all references to the masculine gender shall be deemed to include the feminine gender.

8. 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 £60,000.

IN WITNESS of which the parties have executed this deed on the date first above written

FIRST SCHEDULE

PART 1

RIGHTS GRANTED

- 1. The right (in common with the Council their successors in title and assigns and all others entitled thereto) to use all sewers drains pipes wires cables conduits flues chimney stacks eaves gutters downspouts in under or upon the adjoining or neighbouring land now or heretofore belonging to the Council for the purpose and with

the right of passage and running of water soil gas electricity oil and other services (if any) and smoke to and from the property through the same and to make repair and maintain all necessary connections therewith and the right to enter upon the said adjoining land for that purpose only making good any damage or loss occasioned thereby subject to the provision that all such matters shall be repairable maintainable and renewable at the expense in equal proportions of all the owners of the properties served by and having the benefit of the said sewers drains pipes wires conduits flues chimney stacks eaves gutters downspouts

2. All such rights of support for the said property as are now enjoyed in respect thereof against any adjoining property or properties now or heretofore belonging to the Council
3. The right for the Purchaser and his successors in title on reasonable notice to enter upon the said adjoining property or properties for the purpose of ascertaining the state of repair of and effecting any necessary repairs or maintenance to so much of the structure of the dwellinghouse, garage, outbuildings or stores or to any hedges, fences or walls of the property as abut upon the boundary or boundaries of the said adjoining property or properties the Purchaser to cause no unnecessary damage in the exercise of this right and to make good any damage caused
4. The right of way for the Purchaser and his successors in title (in common with the Council and all others entitled thereto) over and along any common passageways, footpaths, roads and other means of access or egress upon the adjoining or neighbouring land now or heretofore belonging to the Council which serve the property in common with other properties subject to the provision that all such matters shall be repaired maintained and renewed at the expense in equal proportions of all the owners of the properties served by and having the benefit thereof

PART II

RIGHTS EXCEPTED AND RESERVED

1. Unto the Council their successors in title and assigns and all others thereto entitled for the benefit of the properties served thereby of all rights corresponding and similar to those set out in Part I of this Schedule in respect of the sewers drains pipes wires cables conduits flues chimney stacks eaves gutters downspouts in under or upon the property all such matters being repairable maintainable and renewable at the expense in equal proportions of all the owners of the properties served by and having the benefit of the said sewers drains pipes wires cables conduits flues chimney stacks eaves gutters downspouts
2. All such rights of support for the said adjoining property or properties as are now enjoyed in respect thereof against the property

3. The right for the Council their successors in title and assigns the owner or occupier for the time being of the said adjoining property or properties aforesaid on reasonable notice to enter upon the property hereby conveyed for the purpose of ascertaining the state of repair of and effecting any necessary repairs or maintenance to so much of the structure of the dwellinghouse garage outbuildings or stores or to any hedges fences or walls of the said adjoining property or properties as abuts upon the boundary of the property the person exercising this right to cause no unnecessary damage and make good any damage caused
4. The right of way for the Council their successors in title and assigns the owner or occupier for the time being of any neighbouring or adjoining land, or property served thereby over and along any common passageways, footpaths, roads and other means of access or egress as are included in this conveyance and serve such land or property subject to the provision that all such matters shall be repairable maintainable and renewable at the expense in equal proportions of all the owners of the properties served by and having the benefit thereof
5. To the Council the Post Office the Wrexham and East Denbighshire Water Company the Merseyside and North Wales Electricity Board the Wales Gas Board the Welsh Water Authority or any other public or statutory Authority or body and their respective successors and assigns all such rights in respect of sewers drains telegraph or telephone cables wires or poles water gas or electric mains pipes or cables now lying in under or upon or above the property and in particular all such rights (whether by way of reservation regrant or otherwise) as may now or at any time hereafter be vested in the Council the Post Office the Wrexham and East Denbighshire Water Company the Merseyside and North Wales Electricity Board the Wales Gas Board the Welsh Water Authority or any other public or statutory Authority or body and their respective successors and assigns acting through their agents and workmen respectively at all times hereafter to inspect cleanse maintain and repair any cables wires pipes water mains drains or sewers now lying in under over upon or above the property and to do such work thereon or therein as may be requisite making good any damage occasioned thereby to the property without being liable to pay compensation for any damage injury or loss occasioned thereby and any public or statutory rights affecting the property

SECOND SCHEDULE

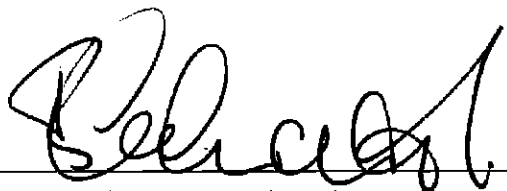
1. The property shall not be used for any purpose otherwise than as a private dwelling
2. No trade or business shall be carried on or be permitted to be carried on upon the property

3. Nothing shall be done or permitted on the property which shall be a nuisance to the owners or occupiers of the said adjoining or neighbouring land and properties or any part or parts thereof
4. No building or other structure shall at any time or in any circumstances except with the previous consent in writing of the Council be placed constructed or erected over or near any sewer or drain passing through the property nor shall any other act or thing be done or be caused to be done which is likely to fracture displace or disturb or otherwise damage any such sewer or drain
5. The boundary walls and/or fences and/or hedges on those boundaries of the property indicated by inward facing 'T' marks on the plan annexed hereto shall to the satisfaction of the Council be maintained in good repair order or condition and shall not be raised or lowered without the previous consent in writing of the Council

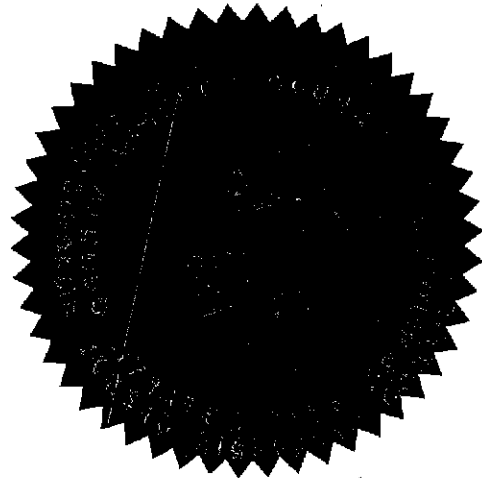
THIRD SCHEDULE INCUMBRANCES

The property is sold subject to the exceptions reservations easements wayleaves or other rights and privileges and the restrictive or other covenants or stipulations and the agreements and declarations contained or referred to in a Conveyance dated the 6th day of July 1970 and made between the Llay Housing Association Limited of the one part and the Rural District Council of Wrexham of the other part so far as the same are still subsisting and capable of taking effect and affect the property hereby conveyed

**THE COMMON SEAL of WREXHAM
COUNTY BOROUGH COUNCIL** was
hereunto affixed in the presence of:-



Chief Legal and Administration Officer



306/01

SIGNED AS A DEED by the said

SUSAN WILLIAMS

in the presence of:-

S. Williams

Signature of Witness:

[Signature]

Name (in block capitals):

G. Jones

Address:

17 Egerton Street

Wether

Occupation:

.....

PLAN REFERRED TO.



PLAN

LLAY



P.E.JONES. B.Sc.,C.Eng.,M.I.C.E.
CHIEF PROPERTY SERVICES OFFICER
WREXHAM COUNTY BOROUGH

PLAN No.30/10/1
SCALE.1:1250

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