

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

Title Number WA204886

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

INLAND REVENUE  
PRODUCED

THIS CONVEYANCE 1982

is made the *Twenty-first* day of *February* One Thousand Nine  
Hundred and Eighty TWO B E T W E E N THE DEVELOPMENT BOARD FOR

RURAL WALES of Ladywell House Newtown in the County of Powys  
(hereinafter called "the Board") of the one part and

DAVID STANLEY MILLS of Brynderw Kerry Road Newtown Powys

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

the other part

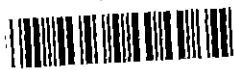
WHEREAS :-

(A) The Board is seised (inter alia) of the property hereinafter  
described for an estate in fee simple in possession (subject as  
hereinafter mentioned but otherwise) free from incumbrances

(B) The Board has agreed with the Purchaser for the sale of the  
said property to him for an estate in fee simple in possession  
subject as hereinafter mentioned but otherwise free from  
incumbrances at the price of ELEVEN THOUSAND AND SIXTY-TWO POUNDS  
(£11,062.00)

N O W THIS DEED WITNESSETH as follows:

1. IN pursuance of the said agreement and in consideration of the  
sum of ELEVEN THOUSAND AND SIXTY-TWO POUNDS (£11,062.00) paid by  
the Purchaser to the Board the receipt whereof the Board hereby  
acknowledges the Board as beneficial owner hereby conveys unto the  
Purchaser ALL THAT freehold dwelling house known as Brynderw



WA204886



SEQ107

Kerry Road Newtown in the County of Powys together with the garden land All Which premises are shown edged in red on the plan annexed hereto TOGETHER WITH the rights in<sup>1</sup> common with the Board and all other persons now or hereafter entitled thereto as are more particularly specified in the First Schedule hereto EXCEPT AND RESERVING the rights and matters unto the Board the owners and occupiers of the adjoining or neighbouring land and buildings and all other persons at any time hereafter authorised by the Board as are more particularly specified in the Second Schedule hereto TO HOLD the same (except and reserved as aforesaid) unto the Purchaser in fee simple (subject to the matters hereinafter contained or referred to insofar as the same are still subsisting and affect the property hereby conveyed)

2. THE Purchaser for the protection and benefit of the whole and every part of the Board's Treowen Estate hereby covenants with the Board to observe and perform the restrictions stipulations and covenants more particularly specified in the Third Schedule hereto

3. THE Purchaser hereby covenants with the Board that by way of indemnity only to observe and perform the covenants restrictions stipulations and other matters hereinafter contained or referred to in and will indemnify the Board from and against all costs claims demands and liabilities in respect of any non-observance or non-performance thereof insofar as the same are still subsisting and affect the property hereby conveyed

4. IT IS HEREBY AGREED AND DECLARED as follows:-

(a) That any retaining wall erected along the boundary of the property with the adjoining land comprised in the Board's Treowen Estate and that part of any wall of the buildings on the property supporting any building on the adjoining land comprised in the Board's Treowen Estate are deemed to be party walls and shall be maintained jointly by the Purchaser and the Board

(b) All eaves gutters rain water spouts sewers drains pipes wires and other conveniences heretofore used or enjoyed in common by or in respect of the property hereby conveyed and the adjoining and neighbouring properties of the Board shall continue to be so used or enjoyed and this paragraph shall operate to grant and reserve appropriate legal easements of user and enjoyment in fee simple for the benefit of the property hereby conveyed and the Board's adjoining and neighbouring properties respectively

(c) All rights of eavesdropping drainage passage of gas and electricity and other matter water support or other liberties privileges and advantages now used or enjoyed (whether as easements quasi-easements or otherwise and whether or not continuous apparent or reasonably necessary) by or in respect of the property hereby conveyed and the adjoining and neighbouring

properties of the Board shall hereafter take effect as (and this paragraph hereby grants them as) legal easements in fee simple for the benefit of the property hereby conveyed and the adjoining and neighbouring properties of the Board respectively

(d) The Purchaser shall not be entitled to any easement or right of light or air or other easement or right which would restrict or interfere with the free use of any land of the Board to which the property hereby conveyed or any part thereof adjoins or faces or is neighbouring by the Board for building or any other purpose

(e) Where the context so admits the expressions "the Board" and "the Purchaser" shall be deemed to include the successors in title of the Board and the Purchaser respectively

(f) Where there are two or more persons included in the expression "the Purchaser" the covenants expressed to be made by the Purchaser shall be deemed to be made by such persons jointly and severally and as between such persons they shall hold the property hereby conveyed in trust for themselves as joint tenants so that the survivor of them is entitled to give a valid receipt for Capital Monies arising on the disposition of the property

5. THE Purchaser hereby covenants with the Board to pay to the Board the amounts specified in the Fourth Schedule on the first disposal as defined by subsections (3) and (7) of Section 8 of the Housing Act 1980 of the property hereby conveyed if such disposal takes place within five years from the date hereof

6. 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 TWENTY THOUSAND POUNDS (£20,000.00)

IN WITNESS whereof the Board has caused its 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 referred to

1. All rights of way for the purposes of access to and egress from the property hereby conveyed as have heretofore been enjoyed over the footpaths roads and parking areas on the Board's Treowen Estate

2. All rights of parking on the parking areas on the Board's Treowen Estate as have heretofore been enjoyed with the property hereby conveyed provided that the Purchaser his agents licensees and invitees do not cause obstruction or inconvenience to the Board its agents licensees tenants and invitees in exercise of this right

3. All rights of entry onto the adjoining or neighbouring property of the Board upon reasonable notice except in the case of an emergency for the purpose of repairing and maintaining:-

(a) the pipes drains wires and cables serving the property hereby conveyed and

(b) the property hereby conveyed

the person exercising such rights making good at his own expense or paying compensation for any damage thereby caused to other properties

THE SECOND SCHEDULE referred to

1. All rights of way as have heretofore been enjoyed over the footpaths roads and parking areas on the Board's Treowen Estate

2. All rights of parking on the parking areas on the Board's Treowen Estate as have heretofore been enjoyed provided that the Board its tenants agents licensees and invitees do not cause any obstruction or inconvenience to the Purchaser his agents licensees and invitees in the exercise of this right

3. All rights of entry onto the property hereby conveyed upon reasonable notice except in the case of emergency for the purpose of repairing and maintaining:-

- (a) the pipes drains wires and cables serving the adjoining and neighbouring properties of the Board and
- (b) the adjoining or neighbouring properties of the Board the person exercising such rights making good at his own expense or paying compensation for any damage thereby caused to the property hereby conveyed \_\_\_\_\_

4. The right for the Board its servants agents licensees and all other persons so authorised by it after reasonable notice to enter into and upon the property hereby conveyed for the purpose of affixing and installing such apparatus as the Board or its servants agents or licensees shall deem necessary or desirable in connection with the provision of a wired radio television and or telephone service to the property hereby conveyed or to adjoining or neighbouring property now or formerly in the ownership of the Board and inspecting testing maintaining modifying repairing renewing or removing the same causing as little disturbance as possible and making good all damage thereby caused to the property hereby conveyed \_\_\_\_\_

5. The right in favour of the Board the Local Highway Authority and Public Utility Undertakers at all reasonable times upon reasonable notice to enter onto the property hereby conveyed with or without workmen and others for the purpose of examining the state of repair of any street furniture or fittings and fitments ancillary thereto and for the purpose of renewing and repairing or to affect other necessary works in connection therewith causing as little damage as possible and making good all damage thereby caused to the property hereby conveyed \_\_\_\_\_

THE THIRD SCHEDULE referred to \_\_\_\_\_

1. Not at any time to carry on or permit or suffer to be carried on upon the property hereby conveyed any trade or business whatsoever and to use the property only as a single private dwellinghouse \_\_\_\_\_
2. Not to do or permit or suffer to be done on the property anything which may be or become a nuisance or annoyance or danger to the Board or to the owners or occupiers of any adjoining or neighbouring property \_\_\_\_\_
3. Not to exhibit or permit or suffer to be exhibited on the property hereby conveyed any sign or sign board of any description except the name and number of the dwelling house and one notice board to indicate that the dwelling house is to be let or sold \_\_\_\_\_
4. (a) Not to permit or suffer any vehicles other than private cars to be parked on the property \_\_\_\_\_  
(b) Not to permit or suffer any cars to be parked on the property other than on the driveway \_\_\_\_\_
5. To keep the front (if any) and rear garden areas of the property hereby conveyed in a tidy condition and to a good horticultural standard and not to erect in front of the building line any wall fence or hedge of any description or any other thing whatsoever and to maintain such area as open development as an ornamental garden to a good horticultural standard \_\_\_\_\_

6. Not to permit or suffer any caravans to be parked on the property hereby conveyed

7. No external reception or transmission antennae shall be erected on the property or any buildings or erection thereon

8. To contribute a proportionate part of the cost of repair and maintenance of any systems of water drainage and other services which jointly serve the property hereby conveyed and any other properties

9. Not without the consent in writing of the Board to erect any buildings structure or erection or to lay any sewers or drains on or in the property hereby conveyed other than in accordance with plans elevations sections specifications and detailed drawings previously approved in writing by the Board nor to alter the external appearance of the property hereby conveyed or any such buildings structures or erections

10. That no temporary buildings or structure shall at any time be erected or placed or suffer to be erected or placed or remain on the property hereby conveyed

11. That no building shed or structure shall be erected or placed on or over the manhole or inspection chambers now or hereafter within twenty one years of the date hereof constructed in the property hereby conveyed nor shall any earth concrete or other materials or covering be made or placed or suffer to be made or placed on or over the said manholes or inspection chambers other

than the usual metal covers thereof but that at all times hereafter such manholes and inspection chambers shall be kept free from any obstruction whatsoever

12. The property hereby conveyed shall not be used for the keeping and breeding of any livestock other than domestic pets not kept for breeding purposes

13. The Purchaser will not lop cut down or interfere with any tree now or hereafter to be planted on the property hereby conveyed without having first obtained the Board's consent in writing so to do

14. Not to alter the external colour scheme of the property hereby conveyed without having first obtained the Board's consent so to do

15. Not to interfere with damage or remove any street furniture or fittings and fittings ancillary thereto which may be placed in on or attached to the property hereby conveyed in any way

16. To forever after maintain the walls and fences erected on the boundaries marked with an inward 'T' on the plan annexed hereto

THE FOURTH SCHEDULE referred to

(a) Before the first anniversary of this Deed £7,688.00 being the discount (hereinafter referred to as "the discount") as defined by Section 7 of the Housing Act 1980

(b) On or after the first anniversary and before the second anniversary of this deed £6,150.00 being the discount less 20% thereof \_\_\_\_\_

(c) On or after the second anniversary and before the third anniversary of this deed £4,613.00 being the discount less 40% thereof \_\_\_\_\_

(d) On or after the third anniversary and before the fourth anniversary of this deed £3,075.00 being the discount less 60% thereof \_\_\_\_\_

(e) On or after the fourth anniversary and before the fifth anniversary of this deed £1,538.00 being the discount less 80% thereof \_\_\_\_\_

2. Interest on the sums above from the date payment thereof becomes due until the same shall be paid a \_\_\_\_\_ ble from time to time under the Acquisition

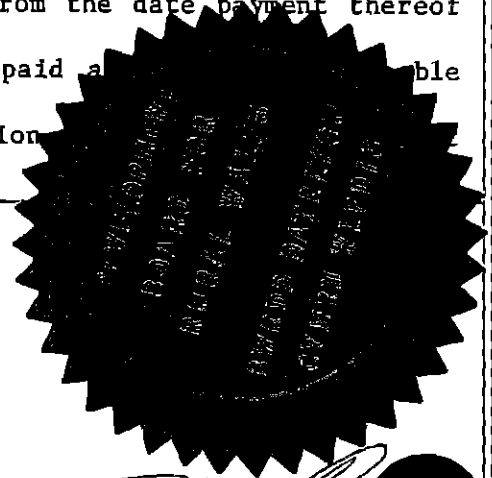
After Entry) Regulations \_\_\_\_\_

*Leslie Wyle* CHAIRMAN OF BOARD  
*John Jones* BOARD SECRETARY

THE COMMON SEAL of THE DEVELOPMENT)  
BOARD FOR RURAL WALES was hereunto)  
affixed in the presence of:- )

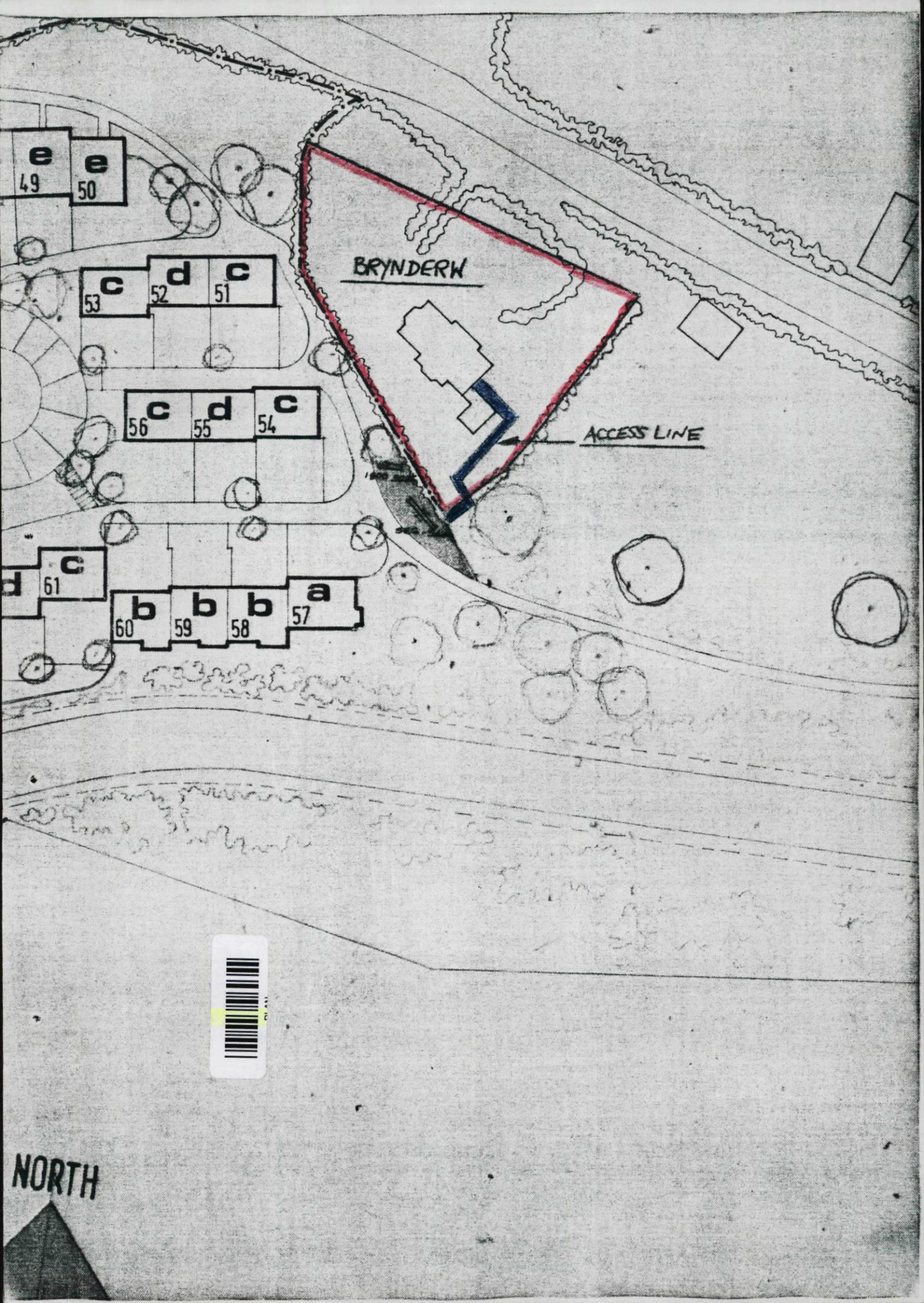
SIGNED SEALED and DELIVERED by the)  
said DAVID STANLEY MILLS  
in the presence of:-

*Carole Edwards*  
*Rhys Iwan*  
*Neizan Pen*



*David Stanley Mills*

X



NORTH