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Title Number SYK137454

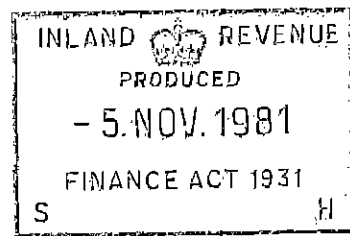
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H.M. Land Registry
Land Registration Acts 1925 to 1971
(Rule 72 Land Registration Rules 1925)

County: South Yorkshire
Title No.: SYK 137454. (to be entered by H.M. Land Registry)
Property: 17 Carlton Road, Smithies, Barnsley
Date: 30th October, 1981.
Purchase Price: £2,000.00
The Transferee: JOHN HENRY ROWE



SYK137454



SEQ132

1. IN consideration of the purchase price mentioned above the receipt whereof is hereby acknowledged THE NATIONAL COAL BOARD (hereinafter called "the Board") as Beneficial Owners HEREBY TRANSFER to the Transferee the property shown edged red on the plan annexed hereto and described above (hereinafter called "the said property") subject to and with the benefit of the exceptions reservations rights and other matters (if any) contained in the First Schedule hereto

2. WHERE there are two or more persons included in the expression "the Transferee" they shall hold the said property as beneficial joint tenants and where the context permits any covenants expressed to be made by the Transferee shall be deemed to be made by such persons jointly and severally

3. THERE shall be Excepted and Reserved unto the Board in fee simple all interests of the Board in any mines beds and seams of coal and other minerals in or under the said property with all necessary rights powers and easements for searching for winning working getting and carrying away by underground operations only the said coal and other minerals and any other coal and other minerals in which the Board have any interest including the right to drive occupy and use roadways and other works in the strata under and adjacent to the said property and the right to let down the surface of the said property and any building structure or works now or hereafter erected constructed or placed on or in the said property without liability except as provided by the Coal Mining (Subsidence) Act 1957 to make good or pay compensation for any damage or loss whatsoever caused directly or indirectly by any mining operations in under or adjacent to the said property carried out by the Board or any other person whether before on or after the date hereof

4. THE Transferee hereby covenants with the Board to observe and perform the following covenants:-

- (a) to the intent and so as to bind (so far as practicable) the said property and any part or parts thereof into whosoever hands the same may come and to benefit and protect any mines and minerals in which the Board have any interest and which provide subjacent or lateral support for the said property or any part or parts thereof but not so as to render the Transferee personally liable in damages

for any breach of covenant committed after he shall have parted with all interest in the land in respect of which such breach shall occur that no new building structure or works and no addition to any building structure or works shall at any time be erected constructed or placed on or in the said property or any part or parts thereof except in accordance with plans and specifications previously produced by the Transferee to the Board and containing such reasonable provisions for minimising damage caused by subsidence as shall be agreed between the Board and the Transferee Provided that if any dispute shall arise between the Board and the Transferee as to the reasonableness or sufficiency of such provision such dispute shall in default of agreement be referred to the arbitration of a single arbitrator appointed by the parties hereto or their successors in title or in default of agreement on such appointment of two arbitrators one to be appointed by each of the parties hereto or their successors in title subject to and in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force

(b) forever hereafter to maintain in good condition the boundary fences or hedges where the same now exist on such of the boundaries as are marked with an inward 'T' on the said plan and where there are no existing fences or hedges forthwith to erect adequate fences upon such of the said boundaries as are so marked and forever thereafter to maintain the same in good condition

(c) the covenants (if any) contained in the Second Schedule hereto

5. IT IS HEREBY AGREED AND DECLARED by and between the parties hereto that:-

(a) the Transferees shall not be entitled to any right to the passage of light or air through any windows or openings in any building now or hereafter comprised in the said property or any part thereof or any other easements which would in any manner diminish or interfere with the free user by the Board of their lands and premises in the neighbourhood for building or any other purpose

(b) the main house walls and any other walls other than boundary walls separating the said property from the adjoining properties are party walls and are maintainable and repairable as such and such of the chimney stacks gutters spouts fall pipes drains sewers gas and water pipes electric tubing cables wires and other services and things as have hitherto been used and enjoyed in connection with the said property and in common with any adjoining or neighbouring property shall continue to be so used and enjoyed and shall be maintained and repaired at the joint and equal expense of the owners thereby affected and all rights necessary for the reasonable use and enjoyment thereof shall be deemed to be hereby granted and reserved accordingly

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 the sum of Twenty thousand pounds

THE FIRST SCHEDULE (hereinafter referred to)

Rights given to the Purchaser

1. A right of access for the Transferee and other the owner and occupier for the time being of the said property to go pass and repass at all reasonable times and by prior arrangement (except in the case of emergency) on foot only over and along the neighbouring property for the purpose of carrying out repairs and maintenance to the walls of the outbuildings and/or dwellinghouse the Purchaser nevertheless doing as little damage as possible in exercising such right and making good or paying reasonable compensation for any such damage occasioned thereto
2. A right for the Transferee and other the owner and occupier for the time being of the said property to go pass and repass at all times with or without vehicles over the road or way shown coloured green on the said plan the Transferee paying a fair proportion of the cost of keeping the said road or way in repair according to user

Matters excepted and reserved out of the Transfer

1. A right of access for the Board and their successors in title their licensees and the occupiers for the time being of the neighbouring property to pass and repass at all reasonable times and by prior arrangement (except in the case of emergency) on foot only over and along the property for the purpose of carrying out repairs and maintenance to the walls of the outbuildings and/or dwellinghouse the persons exercising such right nevertheless doing as little damage as possible and making good or paying reasonable compensation for any such damage occasioned thereby
2. The right for the Board and their successors in title their licensees and the occupiers for the time being of the neighbouring property to pass and repass at all times with or without vehicles over the road or way shown coloured brown on the said plan the Board or their successors in title or their licensees or the occupiers nevertheless paying a fair proportion of the cost of keeping the said road or way in repair according to user

Matters subject to which the property is sold

Nil

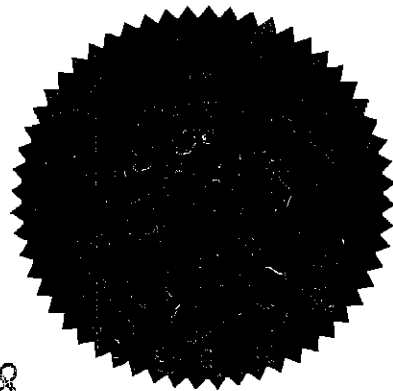
THE SECOND SCHEDULE (hereinbefore referred to)

Covenants

Nil

THE COMMON SEAL of the National
Coal Board was hereunto affixed
in the presence of:-

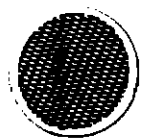
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M. Rowe SEAL No. 82458
AUTHORISED BY THE BOARD TO
ACT IN THAT BEHALF
SIGNED SEALED AND DELIVERED by
the said JOHN HENRY ROWE

)
)
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)
)
)

J. H. Rowe



in the presence of:-

M. Sheen
Clerk with M. Glegg
Solicitors, Barnsley

PLAN REFERRED TO

Scale - 1/500.

Smithies



J. H. Rowe

Part of O.S. Sheet S.E. 3508

National Coal Board, Barnsley Area Estates Dept, Grimethorpe Barnsley