

The Former Rectory, Church Street, Darfield, Barnsley, S73 9JX

Title Split and Restrictive Covenants – Subject to Contract

Lot 1 – Land and Buildings to the South West of the Blue Line on the attached Plan.

T: 0114 279 2806

Lot 2 – Land to the North East of the Blue Line on the attached Plan.

Rights Affecting Lot 1.

- i) Rights across Lot 1 over the area shown *cross hatched* in black, in favour of the owners of Rectory Cottage and Lot 2 and to pay a fair proportion according to user in relation to the costs of upkeep.
- ii) Rights across Lot 1 over the area shown *hatched* in black, in favour of the owners of Lot 2 and to pay a fair proportion according to user in relation to the costs of upkeep.
- iii) Rights in favour of the owners of Lot 2 to connect to services within and to lay Services across land contained within Lot 1, subject to any such work being at the expense of the Owners of Lot 2, who would thereafter be responsible for upkeep and who would be responsible for reinstatement on completion.
- iv) A Restrictive Covenant limiting the use of the site to a single dwelling.
- v) General Restrictive Covenants as below.

Rights Affecting Lot 2.

- i) To pay a fair proportion according to user in relation to the costs of upkeep of the areas *cross hatched* in black (used in common with the Owners of Lot 1 and Rectory Cottage all those authorised by them) and *hatched* in black (used in common with the Owners of Lot 1 and all those authorised by them).
- ii) A Restrictive Covenant limiting the use of the site to a single dwelling.
- iii) To construct and maintain new a boundary fence being of concrete post and timber panel construction with vehicular access gate along the Blue Line.
- iv) General Restrictive Covenants as below.

Rights in Favour of Lot 2.

- i) Rights of access and egress at all times and for all purposes across the area shown *cross hatched* in black in common with owners of Lot 1 and Rectory Cottage and all those authorised by them.
- ii) Rights of access and egress at all times and for all purposes across the area shown *hatched* in black in common with owners of Lot 1 and all those authorised by them.
- iii) A right to connect to services within and to lay Services across land contained Lot 1, subject to any such work being at the expense of the Owners of Lot 2, who would thereafter be responsible for upkeep and who would be responsible for reinstatement on completion.

General Restrictive Covenants.

The following General Restrictive Covenants will apply to both Lots:

- i) “full and free right and liberty without obtaining the consent of or making any compensation to the Transferee or other the owner or owners occupier or occupiers for the time being of the

property to deal in any manner whatsoever with any of the land belonging to the Transferor or to the Sheffield Diocesan Board of Finance adjoining opposite or near to the property and to erect and maintain or suffer to be erected or maintained on such adjoining opposite or neighbouring land any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed by or in respect of the property or any building for the time being thereon”;

- II) “the free flow of water and soil gas and electricity and other services to and from any adjoining or neighbouring land belonging to the Transferor [or to the Sheffield Diocesan Board of Finance] through any drains sewers watercourses pipes wires cables conduits or other conducting media now existing in upon under or over the property or substituted therefor by the Transferee.”
- III) That no act deed matter or thing shall at any time be done suffered or permitted in or upon the property or any part thereof which may be or become a nuisance annoyance or disturbance to the Minister for the time being conducting or the congregation attending divine service in the Church of All Saints Church or in the churchyard surrounding the same.”
- IV) “that the Transferee will not at any time hereafter call or designate the messuage or dwellinghouse erected on the property or permit the same to be called or designated by any name which might suggest that the same is owned or occupied by the incumbent for the time being of the said benefice”;
- V) “that neither the property or any part thereof nor any existing or future building thereon or on any part thereof shall at any time hereafter be used as or for a place of amusement hotel tavern inn or public house nor shall any spirituous or fermented liquors at any time be sold in or upon the same or any part thereof and that no act deed matter or thing shall at any time be done suffered or permitted in or upon the property or any part thereof which may be or become a nuisance annoyance or disturbance to the incumbent for the time being of the said benefice or his successors [or the Board or its successors in title] or which may tend to depreciate or lessen the value of the adjoining or neighbouring property belonging to the incumbent for the time being of the said benefice] [or to the Board]”.