

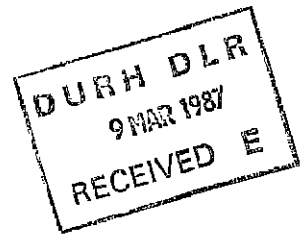
**These are the notes referred to on the following official copy**

Title Number DU126577

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.



T H I S . . . C O N V E Y A N C E is made the *Twenty - Sixth*  
day of *January* 1986 B E T W E E N THE NATIONAL COAL BOARD whose  
principal office is at Hobart House Grosvenor Place London SW1X 7AE  
(hereinafter called "the Vendors") of the one part and BRIAN PEDELTY of Number  
68 Fifth Street Horden in the County of Durham (hereinafter called "the  
Purchaser") of the other part

W H E R E A S :-

- (a) In this Conveyance unless the context otherwise requires the following expressions have the following meanings respectively that is to say:-

"the Conveyed Property" means FIRST, ALL, THAT parcel of land situate at Fifth Street Horden in the County of Durham which is shown and edged with red on the plan attached hereto TOGETHER, WITH the buildings erected thereon or on some part thereof and known as Number 68 Fifth Street aforesaid AND, SECONDLY, ALL, THOSE two parcels of land situate at Fifth Street aforesaid and which are shown and coloured yellow on the said plan

"the Purchase Price" means the sum of £4750.00 (Four thousand seven hundred and fifty pounds)

"the Party Walls and Fences" means the walls and fences dividing the Conveyed Property from the adjoining property on the north western and south eastern sides of the Conveyed Property

"the Retained Land" means the property belonging to the Vendors at the date hereof which enjoys the rights mentioned in Clause 2(3) of this Conveyance

"the Specified Document" means the undermentioned document:-

24th April 1908

CONVEYANCE made between (1) Rowland Burdon and (2) The Horden Collieries Limited

"the Subsisting Covenants and Provisions" means the covenants and provisions (so far as the same relate to the Conveyed Property and are subsisting and capable of being enforced) contained in or referred to in the Specified Document



DU126577



SEQ200

- (b) In this Conveyance words importing the masculine gender only include the feminine gender and words importing the singular number only include the plural number and vice versa and where there are two or more persons included in the expression "the Purchaser"
- (i) covenants expressed to be made by the Purchaser shall be deemed to be made by such persons jointly and severally and
  - (ii) the Purchaser declares that the Purchaser shall hold the Conveyed Property upon trust to sell the same with power to postpone the sale thereof and shall hold the net proceeds of sale and other money applicable as capital and the net rents and profits thereof until sale upon trust for the Purchaser as joint tenants AND the trustees for the time being of this deed shall have full power until the expiration of a period of eighty years from the date hereof (which period shall be the perpetuity period applicable hereto) to mortgage charge lease or otherwise dispose of all or any part of the Conveyed Property with all the powers in that behalf of an absolute owner
- (c) The Vendors are seised of the Conveyed Property for an estate in fee simple in possession subject as is hereinafter mentioned but otherwise free from incumbrances and have for the consideration hereinafter mentioned agreed to sell the Conveyed Property to the Purchaser for a like estate but except and reserved and subject as is hereinafter mentioned

NOW THIS DEED WITNESSETH as follows:-

I... IN pursuance of the said agreement and in consideration of the Purchase Price now paid by the Purchaser to the Vendors (the receipt whereof the Vendors hereby acknowledge) the Vendors as beneficial owners hereby convey unto the Purchaser ALL the Conveyed Property TOGETHER with the benefit of any provisions for payment of compensation for damage to the Conveyed Property resulting from the working or getting of any mines and minerals not vested in the Vendors EXCEPT AND RESERVING to the Vendors:-

- (1) ALL interests of the Vendors in any mines beds and seams of coal and other minerals in or under the Conveyed Property TOGETHER 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 or other minerals in which the Vendors have any interest including the right to drive occupy and use roadways and other works in the strata under or adjacent to the Conveyed Property and the right to let down the surface of the Conveyed Property and any building structure or works now or hereafter erected constructed placed or laid on or in the Conveyed Property without any obligation to leave subjacent or lateral support for the Conveyed Property or any such building structure or works and 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 or in consequence of any mining operations under or adjacent to the Conveyed Property carried out by the Vendors or by any other person whether before or on or after the date of this Conveyance
- (2) ALL such quasi-easements rights of way and other rights in the nature of easements as are now or usually used or enjoyed by the Retained Land over through or from all or any part of the Conveyed Property

TO HOLD the Conveyed Property (except and reserved as aforesaid) unto the Purchaser in fee simple SUBJECT to:-

- (a) ALL interests of the owner in all mines and minerals under the Conveyed Property as are not vested in the Vendors together with all rights powers and easements exercisable over or in relation to the Conveyed Property by the owner (not being the Vendors) of such subjacent or any adjacent mines and minerals
- (b) ALL necessary rights powers and easements for searching for winning working getting and carrying away by underground operations only the mines beds and seams of coal and other minerals in which the Vendors have any interest including the right to drive occupy and use roadways and other works in the strata under and adjacent to the Retained Land and the right to let down the surface thereof and any of the ways cables pipes sewers or drains referred to in Clause 2(3) of this Conveyance
- (c) ALL such quasi-easements rights of way and other rights in the nature of easements as are now or usually used or enjoyed by any adjoining or neighbouring premises over through or from all or any part of the Conveyed Property
- (d) ALL matters registrable by any local authority pursuant to statute or disclosed or reasonably to be expected to be disclosed by searches or as a result of enquiries of any local authority and all conditions restrictions and provisions ancillary to such matters
- (e) THE rights of the public over that part of the Conveyed Property shown coloured yellow on the said plan
- (f) THE Subsisting Covenants and Provisions
- (g) THE exceptions and reservations contained in or referred to in the Specified Document so far as the same relate to the Conveyed Property and are subsisting
- (h) THE subsisting occupation of the Conveyed Property by the Purchaser or either of them

2. . . IT is hereby agreed and declared as follows:-

- (1) The Purchaser shall not by virtue of this Conveyance acquire any right of light or air which would prejudice the free use and enjoyment of any adjoining or neighbouring land belonging to the Vendors for building or for any other purpose and shall purchase with full notice of the actual state and condition of the Conveyed Property and shall take the Conveyed Property as it stands
- (2) The Party Walls and Fences shall henceforth be deemed to be party walls and fences and the respective owners of the walls and fences shall contribute equally to all necessary repairs thereof
- (3) All rights of way and all cables pipes sewers and drains under over or through the Conveyed Property and any adjoining or neighbouring premises or any part or parts thereof respectively heretofore used in common with any adjoining or neighbouring premises or any part or parts thereof shall continue to be so used subject to the owners for

the time being of the Conveyed Property bearing a fair share or proportion of all expenses which shall be incurred in repairing and maintaining such rights of way and such cables pipes sewers and drains

3. THE Purchaser for the purpose of indemnifying the Vendors but not further or otherwise hereby covenants with the Vendors that the Purchaser will at all times hereafter perform and observe the Subsisting Covenants and Provisions and will at all times hereafter effectually indemnify the Vendors against all proceedings costs expenses claims and demands in respect of a breach of any of the Subsisting Covenants and Provisions

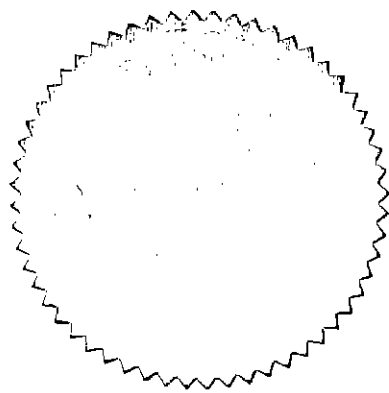
4. IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Thirty thousand pounds

I N. W I T N E S S whereof the Vendors have caused their Common Seal to be hereunto affixed and the Purchaser has hereunto set his hand and seal the day and year first before written

THE COMMON SEAL of THE NATIONAL )  
COAL BOARD was hereunto affixed )  
in the presence of:- )

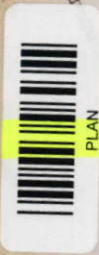
SEAL No.

105477



AUTHORISED BY THE BOARD TO  
ACT IN THAT BEHALF

SIGNED SEALED AND DELIVERED by the)  
said BRIAN PEDELTY )  
in the presence of:- )



Plan Referred to

444/100  
1.1250

NZ No.

Scale

REPRODUCTION

BY

H.M.

FROM THE ORDNANCE SURVEY  
BY THE SANCTION OF THE CONTROLLER  
OF THE GENERAL LAND REGISTRY OFFICE.