

These are the notes referred to on the following official copy

Title Number CYM679144

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.

Land Registry

Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.


We hereby certify this to be a true copy of the original

Lanyon Bowdler
LANYON BOWDLER
Oswestry, Shropshire

Give full name(s).



Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred: CYM197447
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: WA945146
3	Property: Land at Ty Capel, Efail Rhyd, Llanrhaedr Ym Mochnant The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: tinted blue <input type="checkbox"/> on the title plan(s) of the above titles and shown: 
4	Date: 16 th August 2012
5	Transferor: Pauline Mary Nunns <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: Jonathan Rowland Walkey and Julia Walkey <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

7	Transferee's intended address(es) for service for entry in the register: Ty Newydd, Efail Rhyd, Llanrhaeadr YM Mochnant, Oswestry, SY10 0DU
8	The transferor transfers the property to the transferee
9	Consideration <input type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): <input type="checkbox"/> The transfer is not for money or anything that has a monetary value <input checked="" type="checkbox"/> Insert other receipt as appropriate: The Transfer is made in consideration of the covenants on the part of the Transferee contained in this Transfer
10	The transferor transfers with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee
11	Declaration of trust. The transferee is more than one person and <input checked="" type="checkbox"/> they are to hold the property on trust for themselves as joint tenants <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares <input type="checkbox"/> they are to hold the property on trust:
12	Additional provisions Definitions In this Transfer: - 12.1.1 "Ty Newydd" means Ty Newydd Efail Rhyd Llanrhaeadr Ym Mochnant being all the land and buildings comprised in title number WA945146 (including the Property) and belonging to the Transferee and each and every part thereof 12.1.2 "Ty Capel" means Ty Capel Efail Rhyd Llanrhaeadr Ym Mochnant being all the land and buildings comprised in title number CYM197447 (excluding the Property) and belonging to the Transferor and each and every part thereof 12.1.3 "Glan Yr Afon" means all the land and buildings being Glan Yr Afon Efail Rhyd Llanrhaeadr Ym Mochnant in the ownership of the Transferor and shown edged green on the Plan and each and every part thereof 12.1.4 "the Ty Capel Boundary" means the walls bounding Ty Capel between points W-X-Y and Z on the Plan

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Agreements and Declarations

Rights granted for the benefit of the property

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights reserved for the benefit of other land

Include words of covenant.

Restrictive covenants by the transferee

Include words of covenant.

Restrictive covenants by the transferor

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

**The First Schedule
("the Rights")**

- 1) The right to maintain prune and lop the side of the Hedge facing into Ty Newydd subject to such right being restricted to a maximum of 50cm from the centre line of the Hedge.
- 2) A right of access onto Glan Yr Afon with or without equipment and machinery for the purposes of maintaining pruning or lopping the Hedge where necessary to ensure compliance with the Transferor's Covenants PROVIDED that such right shall only be exercised if the Transferor has failed to undertake any works necessary to ensure compliance with the Transferor's Covenants within 3 months of a notice served upon the Transferor to do so by the Transferee.

The Second Schedule ("the Exceptions and Reservations")

- 1) A right of access for the Transferor to enter onto Ty Newydd with or without workmen plant and machinery on giving to the Transferee not less than 7 days notice (except in an emergency) for the purposes of:-
 - a) Repairing and maintaining the Ty Capel Boundary and
 - b) Maintaining pruning and lopping the Hedge where necessary to ensure compliance with the Transferor's Covenants

The Third Schedule ("the Transferee's Covenants")

- 1) (Excluding the Shed) not to build or erect any buildings or other structures within one metre of the external face of the Ty Capel Boundary.
- 2) In the event that that the Transferee at any time after the date of this Transfer dismantles or removes the Shed not to erect any replacement or alternative structure in its place which exceeds 2 metres in height
- 3) Not to erect any new structures after the date of this Transfer (including inter alia hedges walls and fences) on any part of Ty Newydd which exceed 2.5 metres in height PROVIDED that this covenant shall not prevent the Transferee from extending the western elevation of the existing dwelling at Ty Newydd and shall exclude the Shed.
- 4) Not to affix any items to the Ty Capel Boundary without the written consent of the Transferor

The Fourth Schedule ("the Transferor's Covenants")

- 1) Not to allow that part of the Hedge between points A-B and C-D on the Plan to grow to exceed a height of 2 metres
- 2) Not to allow that part of the Hedge between points B-C on the Plan to grow to exceed a height of 2.5 metres
- 3) To maintain the Hedge at all times after the date of this Transfer in good condition and not to remove the Hedge and to maintain prune and lop the Hedge as necessary to ensure compliance with the covenants on that part of the Transferor at paragraphs 1 and 2 of this Schedule and to undertake any works required pursuant to a notice served by the Transferee pursuant to paragraph 2 of the First Schedule as soon as reasonably practicable.

The Fifth Schedule ("the Agreements and Declarations")

- 1) To exercise the Rights and the Exceptions and Reservations and comply with the covenants herein contained so as to cause as little damage as possible to the Property and/or Ty Newydd and/or Ty Capel and/or Glan Yr Afon but in default and notwithstanding the above to forthwith make good all or any damage howsoever caused or resulting in any way from the use and exercise of the Rights and/or

the Exceptions and Reservations and or compliance/breach of the covenants and in the event that any damage cannot be made good to the entire satisfaction of the other party then to forthwith pay compensation for all such damage

2.1) Any dispute arising under this Transfer may be referred by either party to the decision of a single expert to be appointed in default of agreement by the surveyors acting for each party in default of agreement by the President of the Royal Institute of Chartered Surveyors

2.2) The Expert's decision shall be reached on his own knowledge after reading written representations from each party and the costs shall be borne equally unless the Expert otherwise directs and the Experts decision on all matters shall be final and binding.

3) The parties apply for the noting of the Rights on the registered title relating to Ty Newydd and the Property and the noting of the Exceptions and Reservations on the registered title to Ty Capel and Glan Yr Afon.

4) It is agreed and declared between the parties that the Hedge shall (subject to the provisions of this Transfer) belong to and be the responsibility of the Transferor (and her successors in title to Glan Yr Afon).

5) It is agreed and declared between the parties that all works undertaken by either of them in relation to the Hedge pursuant to this Transfer shall be undertaken in accordance with DEFRA guidelines on hedgerow management from time to time.

6) It is agreed and declared that if the Hedge fails at any time after the date of this Transfer for reasons other than any breach of the covenants on the part of the parties contained in this Transfer the parties shall use all reasonable endeavours to agree the form and position of any replacement boundary between them before undertaking any works in relation to such replacement boundary

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

13 Execution

SIGNED as a Deed by the said
Pauline May Nunns
and in the presence of:- *PNunns*

Witness... *JF Williams*
Address... *4 Maesmorfan
Llanidloes
SY10 0LH*
Occupation... *Retired*

SIGNED as a Deed by the said
Jonathan Rowland Walkey
and in the presence of:- *JRWalkey*

Witness... *E.M. Wilde*
Address... *E.M. Wilde
Solicitor
39/41 Church St Oswestry*
Occupation...

SIGNED as a Deed by the said
Julia Walkey
and in the presence of:- *J Walkey*

Witness... *E.M. Wilde*
Address... *E.M. Wilde
Solicitor
39/41 Church St
Oswestry.*
Occupation...

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

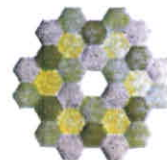
Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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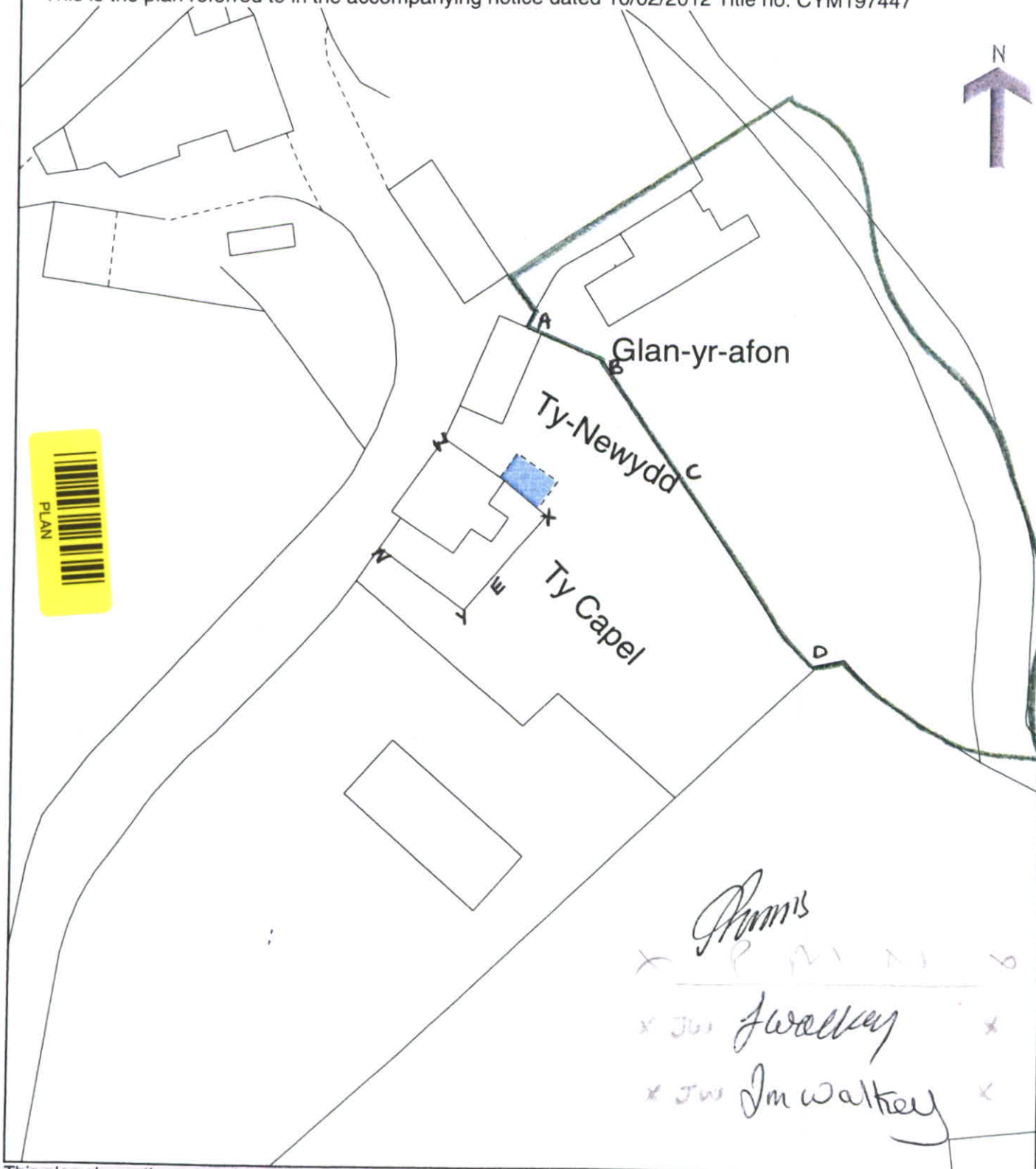
Land Registry Notice plan

Title number **CYM197447**
Ordnance Survey map reference **SJ1626SW**
Scale **1:500** enlarged from 1:2500
Administrative area **Powys**



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This is the plan referred to in the accompanying notice dated 10/02/2012 Title no. CYM197447



This plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.