The electronic official copy of the register follows this message.

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

Mae'r copi swyddogol electronig o'r gofrestr yn dilyn y neges hon.

Sylwch mai hwn yw'r unig gopi swyddogol a ddarparwn. Ni fyddwn yn darparu copi swyddogol papur.



Official copy of register of title Copi swyddogol o gofrestr teitl

Title number / Rhif teitl CYM218535

Edition date / Dyddiad yr argraffiad 08.01.2018

- This official copy shows the entries on the register of title on 23 APR 2025 at 15:10:30.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 23 Apr 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Wales Office.
- Mae'r copi swyddogol hwn yn dangos y cofnodion yn y gofrestr teitl ar 23 EBRILL 2025 am 15:10:30.
- Rhaid dyfynnu'r dyddiad hwn fel y "dyddiad y chwilir ohono" mewn unrhyw gais am chwiliad swyddogol sy'n seiliedig ar y copi hwn.
- Y dyddiad ar ddechrau cofnod yw'r dyddiad y gwnaethpwyd y cofnod yn y gofrestr.
- Cyhoeddwyd ar 23 Ebrill 2025.
- Dan adran 67 Deddf Cofrestru Tir 2002, mae'r copi hwn yn dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol.
- Gweinyddir y teitl hwn gan Gofrestrfa Tir EF Swyddfa Cymru.

A: Property Register / Cofrestr Eiddo

This register describes the land and estate comprised in the title.

Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl.

POWYS

1 (25.02.2005) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land lying to the west of New House Farm, Guilsfield.

B: Proprietorship Register / Cofrestr Perchnogaeth

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

Title absolute/Teitl Ilwyr

1 (05.08.2015) PROPRIETOR: JEAN ELIZABETH BALMER of Ty Canol, Guilsfield, Welshpool SY21 9PS.

B: Proprietorship Register continued / Parhad o'r gofrestr perchnogaeth

2 (05.08.2015) The price stated to have been paid on 23 July 2015 was £21,000.

C: Charges Register / Cofrestr Arwystlon

This register contains any charges and other matters that affect the land.

Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

1 (08.01.2018) The land is subject to any rights that are granted by a Deed dated 14 September 2017 made between (1) Jean Elizabeth Balmer (2) Christopher John Devereux Cooke and Robina Caroline Cooke (3) Martyn Leslie Hubbard and Samantha Michelle Farr (4) Graeme Patterson Harkness and Suzanna Harkness and (5) Andrew Philip Wooldridge Jackson and Lindsay Jean Jackson and affect the registered land. The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under CYM168395.

End of register / Diwedd y gofrestr

copy

These are the notes referred to on the following official Dyma'r nodiadau y cyfeirir atynt ar y copi swyddogol canlynol.

The electronic official copy of the title plan follows this message.

Mae'r copi swyddogol electronig o'r cynllun teitl yn dilyn y neges hon.

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

Sylwch mai hwn yw'r unig gopi swyddogol a ddarparwn. Ni fyddwn yn darparu copi swyddogol papur.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

Anfonwyd y copi swyddogol hwn yn electronig a phan gaiff ei argraffu ni fydd wrth raddfa. Gallwch gael copi swyddogol papur trwy archebu un o Gofrestrfa Tir EF.

This official copy is issued on 23 April 2025 shows the state of this title plan on 23 April 2025 at 15:10:30. It is 2025 yn dangos sefyllfa'r cynllun teitl hwn ar 23 Ebrill admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title 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 mesuriadau wedi eu graddio o'r cynllun hwn yn cyfateb ground.

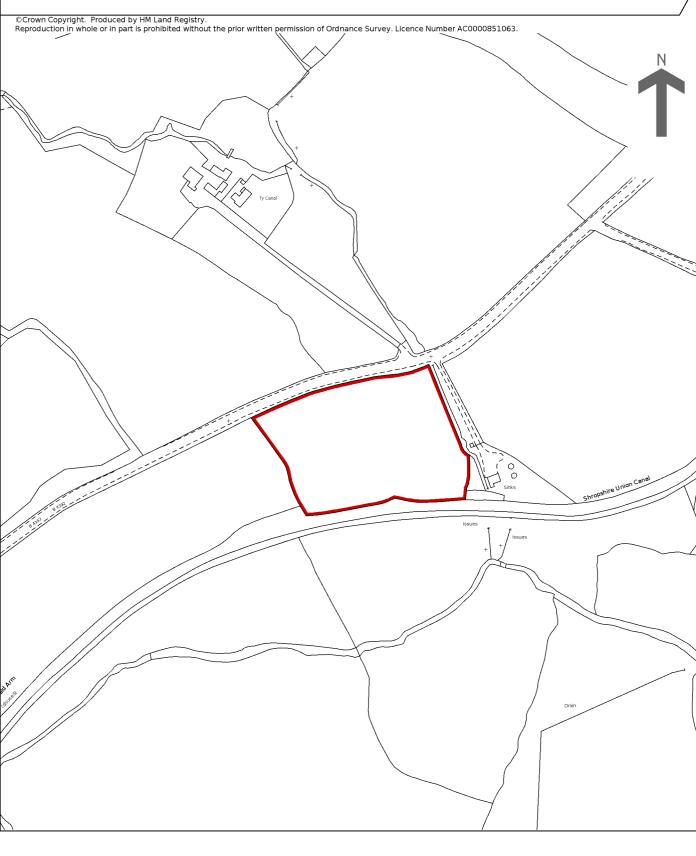
Mae'r copi swyddogol hwn a gyhoeddir ar 23 Ebrill 2025 am 15:10:30. Mae'n dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol (adran 67 Deddf Cofrestru Tir 2002). Mae'r cynllun teitl hwn yn dangos safle cyffredinol, nid union linell, y terfynau. Gall fod gwyriadau yn y raddfa. Mae'n bosibl na fydd â mesuriadau rhwng yr un pwyntiau ar y llawr. Gweinyddir y teitl hwn gan Gofrestrfa Tir EF Swyddfa Cymru.

This title is dealt with by the HM Land Registry, Wales Office.

HM Land Registry Official copy of title plan

Title number **CYM218535**Ordnance Survey map reference **SJ2312NW**Scale **1:2500**Administrative area **Powys**





These are the notes referred to on the following official copy

Title Number CYM218535

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.

14 September 2017

DEED OF GRANT

IN RESPECT OF:

YSGUBOR DE, LOWER VARCHOEL, GUILSFIELD, WELSHPOOL, POWYS

VARCHOEL FARMHOUSE, LOWER VARCHOEL, GUILSFIELD, WELSHPOOL, POWYS

BARN 2, LOWER VARCHOEL FARM, GUILSFIELD, WELSHPOOL, POWYS

WALNUT TREE BARN, LOWER VARCHOEL, GUILSFIELD, WELSHPOOL, POWYS

BETWEEN:

Grantor

JEAN ELIZABETH BALMER (1)

Grantee

CHRISTOPHER JOHN DEVEREUX COOKE AND ROBINA CAROLINE COOKE (2)

MARTYN LESLIE HUBBARD AND SAMANTHA MICHELLE FARR (3)

GRAEME PATTERSON HARKNESS AND SUZANNA HARKNESS (4)

ANDREW PHILIP WOOLDRIDGE JACKSON AND LINDSAY JEAN JACKSON (5)

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	145 1-1-	
This deed is dated	(T) eftention	2017

HM LAND REGISTRY LAND REGISTRATION ACTS 1925 TO 2002	
Grantor's Title Number	CYM218535
Property	Land lying to the west of New House Farm, Guilsfield, Welshpool, Powys
Administrative Area	Powys
Grantees' Title Numbers	CYM339792
	CYM168395
	CYM366268
	CYM344320
Property	Barn 3, Lower Varchoel, Guilsfield,
	Welshpool; Varchoel Farmhouse, Lower
	Varchoel, Guilsfield, Welshpool (SY219LP);
	Walnut Tree Barn, Lower Varchoel,
	Guilsfield, Welshpool (SY21 9LP); Barn 2,
	Lower Varchoel, Guilsfield, Welshpool,
	(SY219LP)
Administrative Area	Powys

BACKGROUND

- (A) The Grantor owns the freehold interest in the Grantor's Property. The First Owner owns the freehold interest in the First Property, the Second Owner owns the freehold interest in the Second Property, the Third Owner owns the freehold interest in the Third Property and the Fourth Owner owns the freehold interest in the Fourth Property
- (B) The First Owner, the Second Owner, the Third Owner and the Fourth Owner wish to install two new water supply pipes in the same trench, one of which will serve the First Property, the Third Property and the Fourth Property and the other will serve the Second Property.
- (C) The Grantor has agreed to grant the Rights to the Grantees over the Grantor's Property for the benefit of the Grantees' Property on the terms contained in this deed.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Designation Notice a written notice in which the Grantor designates the

new location of the Underground Service Media and

the Easement Strip.

Easement Strip the two metre strip of land the centre point of which

is delineated by a blue line on Plan 2.

Grantees shall mean the First Owner, the Second Owner, the

Third Owner and the Fourth Owner.

Grantor means JEAN ELIZABETH BALMER of Ty

Canol, Guilsfield, Welshpool, Powys SY219PS

Grantees' Covenants means the covenants made by the Grantees pursuant

to this deed and more specifically set out in Schedule

2.

Grantees' Property means the First Property, the Second Property, the

Third Property and the Fourth Property

Grantor's Covenants the covenants made by the Grantor pursuant to this

deed and more specifically set out in Schedule 3.

Grantor's Property all the property known as the land lying to the west

> of New House Farm, Guilsfield, Welshpool, Powys shown edged red on the Plan 1 and registered at HM Land Registry under the title number CYM218535.

Plan 1 Plan number 1 annexed to this deed.

Plan 2 Plan number 2 annexed to this deed.

Reserved Rights the rights set out in Schedule 5.

First Owner means CHRISTOPHER JOHN DEVEREUX

> COOKE and ROBINA CAROLINE COOKE of Ysgubor De, Barn 3, Lower Varchoel, Guilsfield, Welshpool, Powys the registered proprietor of the

First Property

means MARTYN LESLIE HUBBARD and Second Owner

> SAMANTHA MICHELLE FARR of Varchoel Farmhouse, Lower Varchoel, Guilsfield, Welshpool the registered proprietor of the Second Property

Third Owner means GRAEME PATTERSON HARKNESS and

> SUZANNA HARKNESS of Barn 2, Lower Varchoel Farm, Guilsfield, Welshpool, Powys the

registered proprietor of the Third Property

Fourth Owner means ANDREW PHILIP WOOLDRIDGE

> JACKSON and LINDSAY JEAN JACKSON of Walnut Tree Barn, Lower Varchoel, Guilsfield, Welshpool, Powys the registered proprietor of the

Fourth Property

First Property means the land comprised in title number

CYM339792

Second Property means the land comprised in title number

CYM366268

Third Property means the land comprised in title number

CYM168395

Fourth Property means the land comprised in title number

CYM344320

Rights the rights set out in Schedule 1.

Underground Service Media the pipes, lines, wires, cables and other equipment

identified in Schedule 4.

VAT value added tax charged under the Value Added Tax

Act 1994 and any similar replacement tax and any

similar additional tax.

1.2 Any reference to the **Grantor** or **Grantee** shall include that party's personal representatives, successors in title or permitted assigns.

- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.4 Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this deed and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.7 A reference to a statute or statutory provision statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.11 A reference to writing or written includes fax but not e-mail.
- 1.12 Any obligation in this agreement on a person not to do something includes an obligation not to allow that thing to be done.
- 1.13 Any phrase introduced by the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. GRANT

In consideration of £2,000.00 (exclusive of VAT) receipt of which the Grantor acknowledges and the covenants on the parts of the First Owner, Second Owner, Third Owner and Fourth Owner, the Grantor grants the Rights over the Grantor's Property to the First Owner, the Second Owner, the Third Owner and the Fourth Owner for the benefit of the First Property, the Second Property, the Third Property and the Fourth Property in fee simple with full title guarantee but excepts and reserves the Reserved Rights for the benefit of the Grantor's Property.

3. GRANTOR'S COVENANTS

The Grantor covenants with the Grantees so as to bind the Grantor's Property into whoever's hands it may come, for the benefit of the Grantees' Property, that the Grantor and its successors in title shall at all times observe and perform the Grantor's Covenants.

4. GRANTEES' COVENANTS

The Grantees covenant with the Grantor for the benefit of the Grantor's Property, that the Grantees, their respective successors in title and anyone authorised by them exercising the Rights shall at all times observe and perform the Grantees' Covenants.

5. HM LAND REGISTRY

5.1 The Grantor consents to notice of the Rights and of any restrictive covenants made in this deed by the Grantor being noted against the Grantor's registered title to the Grantor's Property.

- 5.2 On completion of this deed, the Grantees shall:
 - (a) apply to HM Land Registry to note the Rights and any restrictive covenants against the Grantor's registered title.
 - (b) apply to HM Land Registry to enter a notice of any restrictive covenants made by the Grantees in this deed against the registered title to the Grantee's Property and to enter the Rights in the Property register of the Grantee's title as appurtenant rights.
- As soon as possible after completion of this deed, the Grantees shall give to the Grantor official copies of the registered titles to the Grantor's Property and the Grantee's Property, to show that the Rights and any restrictive covenants made by the Grantor have been properly and correctly entered against the respective titles.

6. RESERVATION OF RIGHTS

The Grantor reserves to itself the Reserved Rights.

7. INDEMNITY

The Grantees shall indemnify the Grantor and keep the Grantor indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Grantor arising out of or in connection with:

- (a) the exercise of the Rights;
- (b) the carrying out of any works permitted by this deed;
- (c) any breach of any of the Grantee's Covenants;
- (d) any breach of the terms of this deed;

by the Grantees, or by any occupier of the Grantee's Property or by an employee or invitee of the Grantees, or by any other person who is allowed or permitted by the Grantees to exercise the Rights.

8. **JOINT AND SEVERAL LIABILITY**

- Where the Grantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantor arising under this deed. The Grantees may take action against, or release or compromise the liability of, or grant time or other indulgence to any one of those persons without affecting the liability of any other of them.
- 8.2 Where the Grantees comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantees arising under this deed. The Grantor may take action against, or release or compromise the liability

of, or grant time or other indulgence to any one of those persons without affecting the liability of any other of them.

- 8.3 The Grantor shall not be liable to the Grantees for any failure of the Grantor to comply with the Grantor's Covenant contained in Schedule 3 unless and until one of the Grantees has given the Grantor notice of the facts that give rise to the failure and the Grantor has not remedied the failure within a reasonable time.
- 8.4 The Grantor is not liable for the death of, or injury to the Grantees or for damage to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise of the Rights.

9. VAT

- 9.1 All sums payable by the Grantees are exclusive of any VAT that may be chargeable. Subject to clause 9.3 the Grantee shall pay VAT in respect of all taxable supplies made to it in connection with this deed on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 9.2 Every obligation on the Grantees, under or in connection with this deed, to pay the Grantor any sum by way of a contribution, refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Grantor, except to the extent that the Grantor obtains credit for such VAT under the Value Added Tax Act 1994.
- 9.3 The Grantees shall not be required to make any payment of VAT unless and until the Granter provides the Grantees with a valid VAT invoice addressed to the Grantees.

10. RELOCATION OF THE UNDERGROUND SERVICE MEDIA

- 10.1 From time to time the Grantor may serve a Designation Notice on the Grantees. Upon receipt of the Designation Notice the Grantor shall be permitted to carry out relocation works to the Underground Service Media..
- 10.2 The Grantor shall only serve a Designation Notice pursuant to clause 11.1 for one or more of the following reasons:
 - (a) to carry out works of redevelopment, repair, maintenance or development to the Grantor's Property;
 - (b) to comply with all laws;
 - (c) to comply with any obligation owed by the Grantor to any tenant or occupier of the Grantor's Property.

- 10.3 The Designation Notice given shall be of at least one month, save in case of emergency when the Designation Notice shall be given immediately.
- 10.4 The part of the Grantor's Property designated as an Easement Strip by the Grantor shall be materially as convenient for the purposes of the Grantees' Underground Service Media as reasonably practicable.
- 10.5 The Grantor shall complete any Relocation Works within one month of the relevant Designation Notice and shall use reasonable endeavours to ensure that the Grantees water supply is not interrupted.
- 10.6 If so required by the Grantor, the Grantees will enter into a deed of release and grant to record the grant of the Rights over the newly designated Easement Strip on the same terms as contained in this deed and to extinguish the Rights in respect of the previous Easement Strip. The Grantor will pay the Grantees' reasonable and proper legal costs reasonably and properly incurred in respect of the deed of release and grant.

11. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

12. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 The Rights

1. UNDERGROUND SERVICE MEDIA RIGHTS

The rights, for the Grantees and those authorised by it, at all times and in common with the Grantor and other persons having the same rights to:

- 1.1 Enter the Grantor's Property with or without vehicles, plant and equipment and with or without workmen (at the Grantee's expense and in a proper and workmanlike manner) to:
 - (a) install the Underground Service Media within the Easement Strip at a depth of not less than 750mm below the present surface of the Grantor's Property and afterwards to retain, inspect, maintain, repair, alter, renew, replace and remove the Underground Service Media;
 - (b) fell, trim or lop any trees, bushes and other vegetation on the Grantor's Property which obstruct or interfere with the exercise of the rights granted to the Grantee by this deed provided that the Grantee removes from the Grantor's Property all timber, wood and vegetation cut and leaves the Grantor's property neat and tidy.
- 1.2 Use the Underground Service Media.

Schedule 2 Grantees' covenants

The Grantees shall:

- 1. When exercising the Rights, comply with all laws governing the installation and use of the Underground Service Media.
- 2. Not cause any damage to the Grantor's Property and shall as soon as possible make good any damage caused to the Grantor's reasonable satisfaction and pay full compensation to the Grantor in respect of any damage caused that is not made good and any loss caused to the Grantor due to such damage.
- 3. Not to do or permit any other person to do anything calculated or likely to cause damage or injury to the Underground Service Media or any apparatus or equipment whatsoever attached to the same or used in connection with them and must take all reasonable precautions to prevent such damage or injury.
- Not cause any nuisance, annoyance or disturbance to the Grantor or occupiers of the Grantor's Property or to any other person entitled to the Rights in common with the Grantees.
- Pay a fair proportion, calculated according to user, of all present and future rates taxes
 charges assessments and outgoings imposed on or payable in respect of the
 Underground Service Media in so far as they relate to and serve the Grantees'
 Property.
- 6. Not without the prior written consent of the other parties hereto to make or cause or permit any other person to make any material alteration to the Underground Service Media to or deposit anything upon it so as to interfere with or obstruct access to it or the Underground Service Media or so as to lessen or in any way interfere with the support afforded to the Underground Service Media by the surrounding soil including minerals or so as to materially reduce the depth of the soil above the Underground Service Media.
- Not to do anything on their respective properties or permit or suffer anything to be done that might adversely affect the purity or flow of water passing through the Underground Service Media.
- 8. Each party shall maintain in a watertight condition the Underground Service Media serving that party's property and also when necessary shall be responsible for inspecting, repairing, maintaining, renewing, and replacing the same. For the avoidance of doubt the parties shall be responsible for the Underground Service Media as delineated on Plan 2 as follows (if more than one, in equal shares):
 - a. A B First Owner, Second Owner, Third Owner and Fourth Owner

- b. B D First Owner, Third Owner and Fourth Owner
- c. B E Second Owner
- 9. To give notice in writing of the date on which he intends to enter the Grantor's Property concerned to inspect, clean, repair, maintain, renew or re-lay the water pipes or any part of the same except in cases of emergency when no notice shall be required.

Schedule 3 Grantor's covenants

1. The Grantor shall not do anything or allow anything to be done on the Grantor's Property that may interfere with or damage the Underground Service Media or interfere with, impede or obstruct the Grantee's access to or use of them.

2. The Grantor shall:

- a. not erect any building or structure or plant on or beneath the Easement Strip.
- b. not change the level of the surface, ground cover or composition of the Easement Strip.
- c. not drill, dig or break up the land within the Easement Strip.
- 3. Not to do or permit any other person to do anything calculated or likely to cause damage or injury to the Underground Service Media or any apparatus or equipment whatsoever attached to the same or used in connection with them and must take all reasonable precautions to prevent such damage or injury
- 4. Not to do anything on the Grantor's Property or knowingly permit or suffer anything to be done calculated or likely to adversely affect the purity or flow of water passing through the Underground Service Media
- 5. Pay a fair proportion, calculated according to user, of all present and future rates taxes charges assessments and outgoings imposed on or payable in respect of the Underground Service Media in so far as they relate to and serve the Grantor's Property.
- 6. In the event that the Grantor connects in the future to the Underground Service Media, the Grantor shall pay a fair and reasonable contribution towards maintaining that part of the Underground Service Media which serves the Grantor's Property.

Schedule 4 Description of Underground Service Media and associated equipment

Two 32mm blue water pipes will be installed at minimum depth of 750mm

Schedule 5 Reserved Rights

The Grantor reserves the following rights for itself, its successors in title and all other persons authorised by it to benefit from the same:

1. Right to carry out Grantee's obligations

The right at any time to carry out any obligation of the Grantees contained in this deed where:

- the Grantee has failed to carry out its obligations; and
- the Grantor has served notice upon the Grantees or any one of them specifying the breach of obligations; and
- the Grantees have not provided that in so doing the Grantor will cause as little interference as is reasonably practicable to the exercise of the Rights by the Grantee.

2. Right to repair the Grantor's Property

The right at any time to repair, maintain or replace any services, structures or facilities on any part of the Grantor's Property provided that in so doing the Grantor will cause as little interference as is reasonably practicable to the exercise of the Rights by the Grantees.

3. Right to build on the Grantor's Property

Subject to the Grantor's covenant in Paragraph 2 of Schedule 3, the right to use any part of the Grantor's Property as the Grantor thinks fit, or to build on or develop any part of the Grantor's Property or any neighbouring land, provided that any such use or works do not interfere with, or obstruct, the exercise of the Rights by the Grantees.

4. Rights to use the Underground Service Media

The right to use and to connect into the Underground Service Media subject to the Grantor:

Liaising with Severn Trent regarding the proposed connection and Severn Trent installing a water meter at the access point of the connection to the Grantor's Property;

Complying fully with the Water Supply (Water Fittings) Regulations 1999, The Water Act 2003 (Consequential and Supplementary Provisions) Regulations 2005 and The Constructions Products Regulations 2013 in so far as they apply to the proposed connection;

Ensures that the proposed connection does not interrupt the supply or flow of water to First Property, Second Property, Third Property and Fourth Property; Serving notice on First Owner, Second Owner, Third Owner and Fourth Owner confirming which one of the two pipes will be used for the connection;

Complying with the Grantor's Covenants set out in Schedule 3 Clauses 5 and 6.

Signed as a deed by JEAN ELIZABETH BALMER in the presence of: Signature of Witness JEON THE HALL Print Name HOW BLUN GINLSFIED LATISTICAL STANGE STANGE Occupation	Signature
Signed as a deed by CHRISTOPHER JOHN DEVEREUX COOKE in the presence of: Signature of Witness Print Name Address Occupation	Signature
Signed as a deed by ROBINA CAROLINE COOKE in the presence of: Signature of Witness Print Name Address Occupation	Signature

Signed as a deed by MARTYN LESLIE HUBBARD in the presence of: Signature of Witness Print Name Address Occupation	Signature
Signed as a deed by SAMANTHA MICHELLE FARR in the presence of: Signature of Witness Print Name Address Occupation	Signature
Signed as a deed by GRAEME PATTERSON HARKNESS in the presence of: Signature of Witness Print Name Address Occupation	Signature

Signed as a deed by SUZANNA HARKNESS in the presence of: Signature of Witness Print Name Address Occupation	Signature
Signed as a deed by ANDREW PHILIP WOOLDRIDGE JACKSON in the presence of: Signature of Witness Print Name Address Occupation	Signature
Signed as a deed by LINDSAY JEAN JACKSON in the presence of: Signature of Witness Print Name Address Occupation	Signature

14th Jentenher 2017 **DEED OF GRANT** IN RESPECT OF: YSGUBOR DE, LOWER VARCHOEL, GUILSFIELD, WELSHPOOL, POWYS VARCHOEL FARMHOUSE, LOWER VARCHOEL, GUILSFIELD, WELSHPOOL, POWYS BARN 2, LOWER VARCHOEL FARM, GUILSFIELD, WELSHPOOL, POWYS WALNUT TREE BARN, LOWER VARCHOEL, GUILSFIELD, WELSHPOOL, POWYS BETWEEN: Grantor JEAN ELIZABETH BALMER (1) Grantee CHRISTOPHER JOHN DEVEREUX COOKE AND ROBINA CAROLINE COOKE (2) MARTYN LESLIE HUBBARD AND SAMANTHA MICHELLE FARR (3) GRAEME PATTERSON HARKNESS AND SUZANNA HARKNESS (4) ANDREW PHILIP WOOLDRIDGE JACKSON AND LINDSAY JEAN JACKSON (5)

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HM LAND REGISTRY LAND REGISTRATION ACTS 1925 TO 2002	
Grantor's Title Number	CYM218535
Property	Land lying to the west of New House Farm, Guilsfield, Welshpool, Powys
Administrative Area	Powys
Grantees' Title Numbers	CYM339792 CYM168395 CYM366268 CYM344320
Property	Barn 3, Lower Varchoel, Guilsfield, Welshpool; Varchoel Farmhouse, Lower Varchoel, Guilsfield, Welshpool (SY219LP); Walnut Tree Barn, Lower Varchoel, Guilsfield, Welshpool (SY21 9LP); Barn 2, Lower Varchoel, Guilsfield, Welshpool, (SY219LP)
Administrative Area	Powys

BACKGROUND

- The Grantor owns the freehold interest in the Grantor's Property. The First Owner (A) owns the freehold interest in the First Property, the Second Owner owns the freehold interest in the Second Property, the Third Owner owns the freehold interest in the Third Property and the Fourth Owner owns the freehold interest in the Fourth Property
- The First Owner, the Second Owner, the Third Owner and the Fourth Owner wish to (B) install two new water supply pipes in the same trench, one of which will serve the First Property, the Third Property and the Fourth Property and the other will serve the Second Property.
- The Grantor has agreed to grant the Rights to the Grantees over the Grantor's (C) Property for the benefit of the Grantees' Property on the terms contained in this deed.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

Definitions: 1.1

Designation Notice a written notice in which the Grantor designates the

new location of the Underground Service Media and

the Easement Strip.

Easement Strip the two metre strip of land the centre point of which

is delineated by a blue line on Plan 2.

Grantees shall mean the First Owner, the Second Owner, the

Third Owner and the Fourth Owner.

Grantor means JEAN ELIZABETH BALMER of Ty

Canol, Guilsfield, Welshpool, Powys SY219PS

Grantees' Covenants means the covenants made by the Grantees pursuant

to this deed and more specifically set out in Schedule

2.

Grantees' Property means the First Property, the Second Property, the

Third Property and the Fourth Property

Grantor's Covenants the covenants made by the Grantor pursuant to this

deed and more specifically set out in Schedule 3.

Grantor's Property all the property known as the land lying to the west

of New House Farm, Guilsfield, Welshpool, Powys shown edged red on the Plan 1 and registered at HM Land Registry under the title number CYM218535.

Plan 1 Plan number 1 annexed to this deed.

Plan number 2 annexed to this deed.

Reserved Rights the rights set out in Schedule 5.

First Owner means CHRISTOPHER JOHN DEVEREUX

COOKE and ROBINA CAROLINE COOKE of Ysgubor De, Barn 3, Lower Varchoel, Guilsfield, Welshpool, Powys the registered proprietor of the

First Property

Second Owner means MARTYN LESLIE HUBBARD and

SAMANTHA MICHELLE FARR of Varchoel Farmhouse, Lower Varchoel, Guilsfield, Welshpool

the registered proprietor of the Second Property

Third Owner means GRAEME PATTERSON HARKNESS and

SUZANNA HARKNESS of Barn 2, Lower Varchoel Farm, Guilsfield, Welshpool, Powys the

registered proprietor of the Third Property

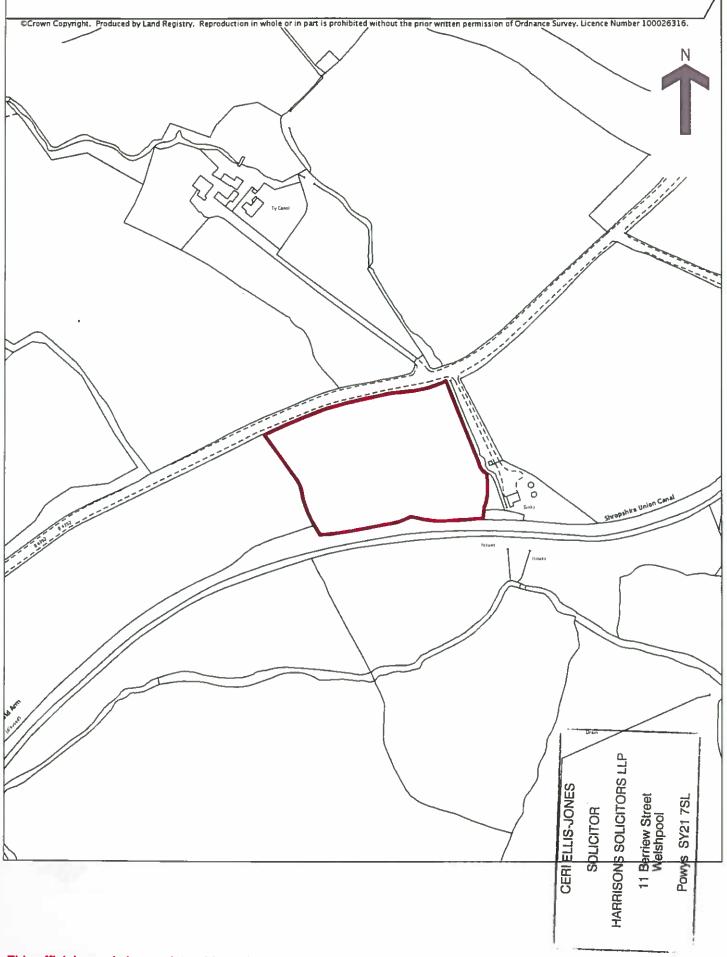
Fourth Owner means ANDREW PHILIP WOOLDRIDGE

JACKSON and LINDSAY JEAN JACKSON of Walnut Tree Barn, Lower Varchoel, Guilsfield, Welshpool, Powys the registered proprietor of the

Fourth Property

Land Registry Official copy of title plan Title number CYM218535
Ordnance Survey map reference SJ2312NW
Scale 1:2500
Administrative area Powys





Ysgubor De, Lower Varchoel, Welshpool SY21 9LP

First Property means the land comprised in title number

CYM339792

Second Property means the land comprised in title number

CYM366268

Third Property means the land comprised in title number

CYM168395

Fourth Property means the land comprised in title number

CYM344320

Rights the rights set out in Schedule 1.

Underground Service Media the pipes, lines, wires, cables and other equipment

identified in Schedule 4.

VAT value added tax charged under the Value Added Tax

Act 1994 and any similar replacement tax and any

similar additional tax.

1.2 Any reference to the **Grantor** or **Grantee** shall include that party's personal representatives, successors in title or permitted assigns.

- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.4 Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this deed and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.6 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.7 A reference to a statute or statutory provision statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.11 A reference to writing or written includes fax but not e-mail.
- 1.12 Any obligation in this agreement on a person not to do something includes an obligation not to allow that thing to be done.
- 1.13 Any phrase introduced by the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. GRANT

In consideration of £2,000.00 (exclusive of VAT) receipt of which the Grantor acknowledges and the covenants on the parts of the First Owner, Second Owner, Third Owner and Fourth Owner, the Grantor grants the Rights over the Grantor's Property to the First Owner, the Second Owner, the Third Owner and the Fourth Owner for the benefit of the First Property, the Second Property, the Third Property and the Fourth Property in fee simple with full title guarantee but excepts and reserves the Reserved Rights for the benefit of the Grantor's Property.

3. GRANTOR'S COVENANTS

The Grantor covenants with the Grantees so as to bind the Grantor's Property into whoever's hands it may come, for the benefit of the Grantees' Property, that the Grantor and its successors in title shall at all times observe and perform the Grantor's Covenants.

4. GRANTEES' COVENANTS

The Grantees covenant with the Grantor for the benefit of the Grantor's Property, that the Grantees, their respective successors in title and anyone authorised by them exercising the Rights shall at all times observe and perform the Grantees' Covenants.

5. HM LAND REGISTRY

5.1 The Grantor consents to notice of the Rights and of any restrictive covenants made in this deed by the Grantor being noted against the Grantor's registered title to the Grantor's Property.

- 5.2 On completion of this deed, the Grantees shall:
 - (a) apply to HM Land Registry to note the Rights and any restrictive covenants against the Grantor's registered title.
 - (b) apply to HM Land Registry to enter a notice of any restrictive covenants made by the Grantees in this deed against the registered title to the Grantee's Property and to enter the Rights in the Property register of the Grantee's title as appurtenant rights.
- As soon as possible after completion of this deed, the Grantees shall give to the Grantor official copies of the registered titles to the Grantor's Property and the Grantee's Property, to show that the Rights and any restrictive covenants made by the Grantor have been properly and correctly entered against the respective titles.

6. RESERVATION OF RIGHTS

The Grantor reserves to itself the Reserved Rights.

7. INDEMNITY

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The Grantees shall indemnify the Grantor and keep the Grantor indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Grantor arising out of or in connection with:

- (a) the exercise of the Rights;
- (b) the carrying out of any works permitted by this deed;
- (c) any breach of any of the Grantee's Covenants;
- (d) any breach of the terms of this deed;

by the Grantees, or by any occupier of the Grantee's Property or by an employee or invitee of the Grantees, or by any other person who is allowed or permitted by the Grantees to exercise the Rights.

8. JOINT AND SEVERAL LIABILITY

- Where the Grantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantor arising under this deed. The Grantees may take action against, or release or compromise the liability of, or grant time or other indulgence to any one of those persons without affecting the liability of any other of them.
- Where the Grantees comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantees arising under this deed. The Grantor may take action against, or release or compromise the liability

of, or grant time or other indulgence to any one of those persons without affecting the liability of any other of them.

- 8.3 The Grantor shall not be liable to the Grantees for any failure of the Grantor to comply with the Grantor's Covenant contained in Schedule 3 unless and until one of the Grantees has given the Grantor notice of the facts that give rise to the failure and the Grantor has not remedied the failure within a reasonable time.
- 8.4 The Grantor is not liable for the death of, or injury to the Grantees or for damage to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise of the Rights.

9. VAT

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- 9.1 All sums payable by the Grantees are exclusive of any VAT that may be chargeable. Subject to clause 9.3 the Grantee shall pay VAT in respect of all taxable supplies made to it in connection with this deed on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 9.2 Every obligation on the Grantees, under or in connection with this deed, to pay the Grantor any sum by way of a contribution, refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Grantor, except to the extent that the Grantor obtains credit for such VAT under the Value Added Tax Act 1994.
- 9.3 The Grantees shall not be required to make any payment of VAT unless and until the Grantor provides the Grantees with a valid VAT invoice addressed to the Grantees.

10. RELOCATION OF THE UNDERGROUND SERVICE MEDIA

- 10.1 From time to time the Grantor may serve a Designation Notice on the Grantees. Upon receipt of the Designation Notice the Grantor shall be permitted to carry out relocation works to the Underground Service Media..
- 10.2 The Grantor shall only serve a Designation Notice pursuant to clause 11.1 for one or more of the following reasons:
 - (a) to carry out works of redevelopment, repair, maintenance or development to the Grantor's Property;
 - (b) to comply with all laws;
 - (c) to comply with any obligation owed by the Grantor to any tenant or occupier of the Grantor's Property.

- 10.3 The Designation Notice given shall be of at least one month, save in case of emergency when the Designation Notice shall be given immediately.
- 10.4 The part of the Grantor's Property designated as an Easement Strip by the Grantor shall be materially as convenient for the purposes of the Grantees' Underground Service Media as reasonably practicable.
- 10.5 The Grantor shall complete any Relocation Works within one month of the relevant Designation Notice and shall use reasonable endeavours to ensure that the Grantees water supply is not interrupted.
- 10.6 If so required by the Grantor, the Grantees will enter into a deed of release and grant to record the grant of the Rights over the newly designated Easement Strip on the same terms as contained in this deed and to extinguish the Rights in respect of the previous Easement Strip. The Grantor will pay the Grantees' reasonable and proper legal costs reasonably and properly incurred in respect of the deed of release and grant.

11. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

12. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 The Rights

1. UNDERGROUND SERVICE MEDIA RIGHTS

The rights, for the Grantees and those authorised by it, at all times and in common with the Grantor and other persons having the same rights to:

- 1.1 Enter the Grantor's Property with or without vehicles, plant and equipment and with or without workmen (at the Grantee's expense and in a proper and workmanlike manner) to:
 - (a) install the Underground Service Media within the Easement Strip at a depth of not less than 750mm below the present surface of the Grantor's Property and afterwards to retain, inspect, maintain, repair, alter, renew, replace and remove the Underground Service Media;
 - (b) fell, trim or lop any trees, bushes and other vegetation on the Grantor's Property which obstruct or interfere with the exercise of the rights granted to the Grantee by this deed provided that the Grantee removes from the Grantor's Property all timber, wood and vegetation cut and leaves the Grantor's property neat and tidy.
- 1.2 Use the Underground Service Media.

Schedule 2 Grantees' covenants

The Grantees shall:

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- 1. When exercising the Rights, comply with all laws governing the installation and use of the Underground Service Media.
- 2. Not cause any damage to the Grantor's Property and shall as soon as possible make good any damage caused to the Grantor's reasonable satisfaction and pay full compensation to the Grantor in respect of any damage caused that is not made good and any loss caused to the Grantor due to such damage.
- 3. Not to do or permit any other person to do anything calculated or likely to cause damage or injury to the Underground Service Media or any apparatus or equipment whatsoever attached to the same or used in connection with them and must take all reasonable precautions to prevent such damage or injury.
- 4. Not cause any nuisance, annoyance or disturbance to the Grantor or occupiers of the Grantor's Property or to any other person entitled to the Rights in common with the Grantees.
- 5. Pay a fair proportion, calculated according to user, of all present and future rates taxes charges assessments and outgoings imposed on or payable in respect of the Underground Service Media in so far as they relate to and serve the Grantees' Property.
- 6. Not without the prior written consent of the other parties hereto to make or cause or permit any other person to make any material alteration to the Underground Service Media to or deposit anything upon it so as to interfere with or obstruct access to it or the Underground Service Media or so as to lessen or in any way interfere with the support afforded to the Underground Service Media by the surrounding soil including minerals or so as to materially reduce the depth of the soil above the Underground Service Media.
- 7. Not to do anything on their respective properties or permit or suffer anything to be done that might adversely affect the purity or flow of water passing through the Underground Service Media.
- 8. Each party shall maintain in a watertight condition the Underground Service Media serving that party's property and also when necessary shall be responsible for inspecting, repairing, maintaining, renewing, and replacing the same. For the avoidance of doubt the parties shall be responsible for the Underground Service Media as delineated on Plan 2 as follows (if more than one, in equal shares):
 - a. A-B First Owner, Second Owner, Third Owner and Fourth Owner

- b. B-D First Owner, Third Owner and Fourth Owner
- c. B-E Second Owner
- 9. To give notice in writing of the date on which he intends to enter the Grantor's Property concerned to inspect, clean, repair, maintain, renew or re-lay the water pipes or any part of the same except in cases of emergency when no notice shall be required.

Schedule 3 Grantor's covenants

1. The Grantor shall not do anything or allow anything to be done on the Grantor's Property that may interfere with or damage the Underground Service Media or interfere with, impede or obstruct the Grantee's access to or use of them.

2. The Grantor shall:

- a. not erect any building or structure or plant on or beneath the Easement Strip.
- b. not change the level of the surface, ground cover or composition of the Easement Strip.
- c. not drill, dig or break up the land within the Easement Strip.
- 3. Not to do or permit any other person to do anything calculated or likely to cause damage or injury to the Underground Service Media or any apparatus or equipment whatsoever attached to the same or used in connection with them and must take all reasonable precautions to prevent such damage or injury
- 4. Not to do anything on the Grantor's Property or knowingly permit or suffer anything to be done calculated or likely to adversely affect the purity or flow of water passing through the Underground Service Media
- 5. Pay a fair proportion, calculated according to user, of all present and future rates taxes charges assessments and outgoings imposed on or payable in respect of the Underground Service Media in so far as they relate to and serve the Grantor's Property.
- 6. In the event that the Grantor connects in the future to the Underground Service Media, the Grantor shall pay a fair and reasonable contribution towards maintaining that part of the Underground Service Media which serves the Grantor's Property.

Schedule 4 Description of Underground Service Media and associated equipment

Two 32mm blue water pipes will be installed at minimum depth of 750mm

Schedule 5 Reserved Rights

The Grantor reserves the following rights for itself, its successors in title and all other persons authorised by it to benefit from the same:

1. Right to carry out Grantee's obligations

The right at any time to carry out any obligation of the Grantees contained in this deed where:

- the Grantee has failed to carry out its obligations; and
- the Grantor has served notice upon the Grantees or any one of them specifying the breach of obligations; and
- the Grantees have not provided that in so doing the Grantor will cause as little interference as is reasonably practicable to the exercise of the Rights by the Grantee.
- 2. Right to repair the Grantor's Property

The right at any time to repair, maintain or replace any services, structures or facilities on any part of the Grantor's Property provided that in so doing the Grantor will cause as little interference as is reasonably practicable to the exercise of the Rights by the Grantees.

3. Right to build on the Grantor's Property

Subject to the Grantor's covenant in Paragraph 2 of Schedule 3, the right to use any part of the Grantor's Property as the Grantor thinks fit, or to build on or develop any part of the Grantor's Property or any neighbouring land, provided that any such use or works do not interfere with, or obstruct, the exercise of the Rights by the Grantees.

4. Rights to use the Underground Service Media
The right to use and to connect into the Underground Service Media subject to
the Grantor:

Liaising with Severn Trent regarding the proposed connection and Severn Trent installing a water meter at the access point of the connection to the Grantor's Property;

Complying fully with the Water Supply (Water Fittings) Regulations 1999, The Water Act 2003 (Consequential and Supplementary Provisions) Regulations 2005 and The Constructions Products Regulations 2013 in so far as they apply to the proposed connection;

Ensures that the proposed connection does not interrupt the supply or flow of water to First Property, Second Property, Third Property and Fourth Property; Serving notice on First Owner, Second Owner, Third Owner and Fourth Owner confirming which one of the two pipes will be used for the connection;

Complying with the Grantor's Covenants set out in Schedule 3 Clauses 5 and 6.

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Signed as a deed by JEAN ELIZABETH BALMER in the presence of: Signature of Witness Print Name Address Occupation	Signature
Signed as a deed by CHRISTOPHER JOHN DEVEREUX COOKE in the presence of: Signature of Witness S ROBINSON Print Name MALT HOUSE GUILSEIELD LUELSHPOOL POWYS SYRI 9PY Address SUPPORT WORKER Occupation	Signature Cooke -
Signed as a deed by ROBINA CAROLINE COOKE in the presence of: Signature of Witness S. ROBINSON Print Name MALT HOUSE GUILBEIELD WELSHPOOL POWN SY21 9PM Address SUPPORT WORKER Occupation	Signature Robina Cooke

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Signed as a deed by MARTYN LESLIE HUBBARD in the presence of: Signature of Witness S ROBINSON Print Name MALT HOUSE GUILSFIELD WELSHROOL SYRI 9PY Address	Signature
Address GLPPORT WORKER Occupation	
Signed as a deed by SAMANTHA MICHELLE FARR in the presence of: Signature of Witness S. ROSANSON Print Name MALT HOUSE GUILGFIELD WELSHOOL SYQI 9PY Address SUPPORT WORKER Occupation	Signature
Signed as a deed by GRAEME PATTERSON HARKNESS in the presence of: Signature of Witness Signature of Witness ACKSON Print Name 12 CALLUNA COURT WOKING SILLOY Address OCUCLOPMONT MANACAL Occupation	Signature

Signed as a deed by SUZANNA HARKNESS in the presence of: Signature of Witness Signature of Witness MACKSON Print Name 12 CALLULA COURT WE KILL SUPLEY Address Development Manager Occupation	Signature Signature
Signed as a deed by ANDREW PHILIP WOOLDRIDGE JACKSON in the presence of: Signature of Witness NELL LORLANGE TONES Print Name 23 Llugar Pethi Avdeller Address Carel Occupation	Signature
Signed as a deed by LINDSAY JEAN JACKSON in the presence of:NLOWLO Signature of WitnessNELYL LORKAINE TONE Print Name	time Sur Jacke Signature