

The electronic official copy of the register follows this message.

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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
CYM536022

Edition date / Dyddiad yr
argraffiad 09.11.2011

- This official copy shows the entries on the register of title on 23 APR 2025 at 15:06:49.
- 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 15:06:49.
- 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 (11.05.2011) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land lying to the north east and land to the south west of of Ty-Canol, Guilsfield, Welshpool.
- 2 (26.08.2011) The land tinted blue on the title plan has the benefit of the rights reserved by but is subject to the rights granted by a Conveyance of Varchoel Villas dated 9 January 1998 made between (1) Deirdre Ann Whittall, Pamela Margaret Harrison and Robert Michael Orme and (2) Jane Elizabeth Leaman.

NOTE: Copy filed under WA859894.

- 3 (26.08.2011) The land tinted blue on the title plan has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of Varchoel Villa Barn dated 9 January 1999 made between (1) Deirdre Ann Whittall, Pamela Margaret Harrison and Robert Michael Orme and (2) Gary Ronald Cain and Joy Ruth Cain.

NOTE: Copy filed under WA859757.

- 4 (26.08.2011) A Transfer of the land tinted pink on the title plan dated

A: Property Register continued / Parhad o'r gofrestr eiddo

18 July 2011 made between (1) Pamela Margaret Harrison and Robert Michael Orme and (2) Jean Elizabeth Palmer contains the following provision:-

"It is agreed and declared as follows:-

12.2.1 The grant or reservation of any rights not hereby granted or reserved shall not be implied by this Transfer

12.2.2 Section 62 of the Law of Property Act 1925 and the rule in Wheeldon & Burrows shall be excluded from this Transfer"

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 llwyr

- 1 (26.08.2011) PROPRIETOR: JEAN ELIZABETH BALMER of Ty Canol, Guilsfield, Welshpool, Powys SY21 9PS.
- 2 (26.08.2011) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register / Cofrestr Arwystlon

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

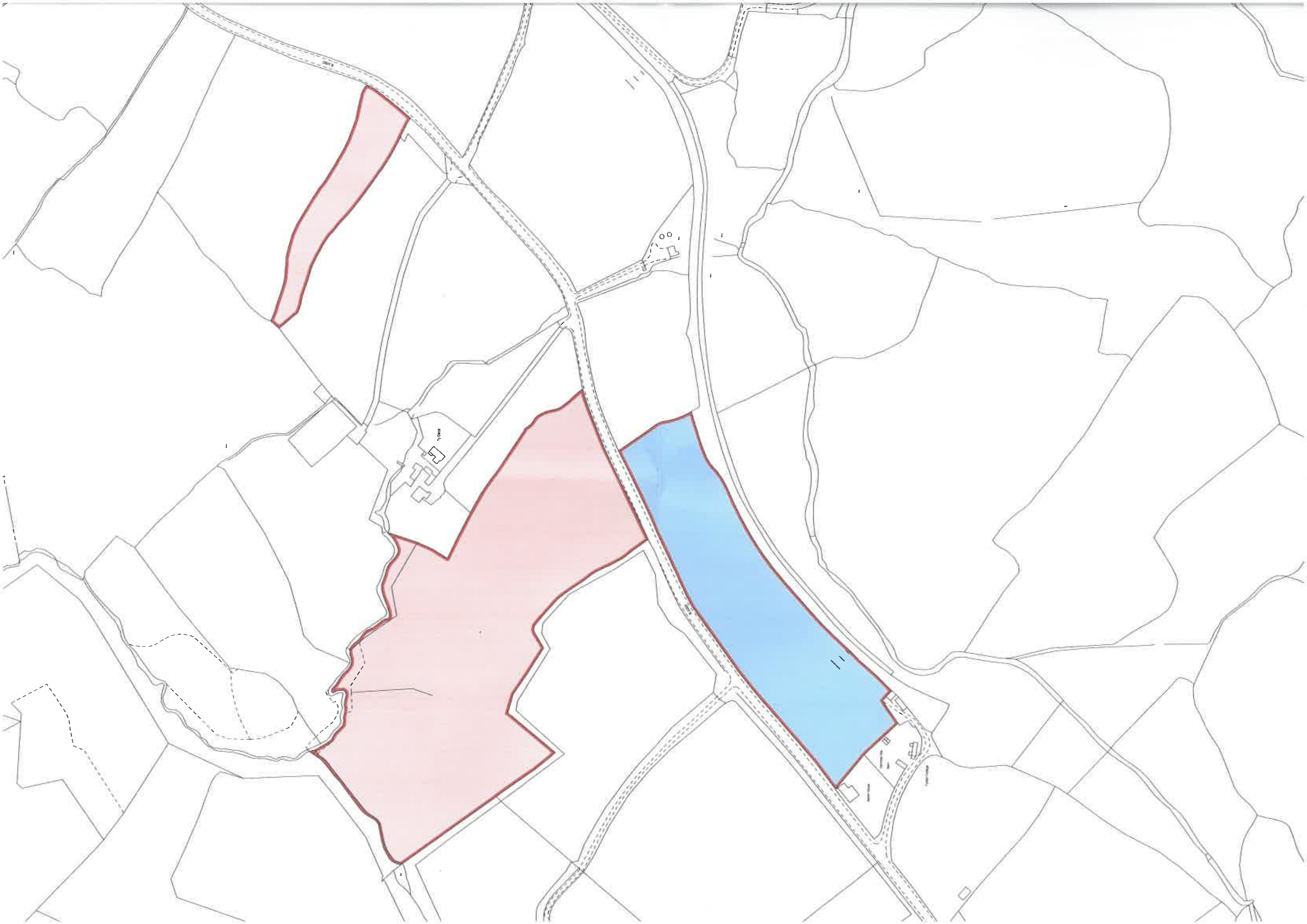
Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

- 1 (26.08.2011) The land tinted blue on the title plan is subject to the rights granted by a Deed of Grant dated 16 March 2009 made between (1) Deirdre Ann Whittall and Pamela Margaret Harrison and (2) Steven Victor Gittins.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under CYM527082.

End of register / Diwedd y gofrestr



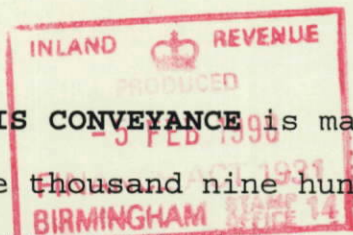
These are the notes referred to on the following official copy

Title Number CYM536022

The electronic official copy of the document follows this message.

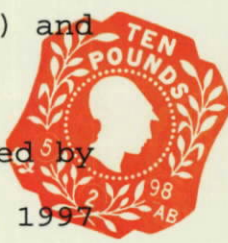
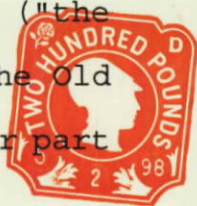
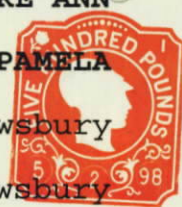
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P26-1 6860

THIS CONVEYANCE is made the *ninth* day of *January*
One thousand nine hundred and ninety-eight BETWEEN DEIRDRE ANN
WHITTALL of Mill House Allscott Telford Shropshire and PAMELA
MARGARET HARRISON of Blue Hills Montford Bridge Shrewsbury
Shropshire and ROBERT MICHAEL ORME of 8 Claremont Bank Shrewsbury
Shropshire as trustees of the Will of Laura Boon deceased ("the
Vendors") of the one part and JANE ELIZABETH LEAMAN of The Old
Vicarage Dolfor Newtown Powys ("the Purchaser") of the other part



1. Definitions

In this Conveyance the following expressions have the following meanings:-

1.1 'The Agreements and Declarations' means the agreements and declarations set out in the Seventh Schedule

1.2 'The Barn' means the property described in the Third Schedule

1.3 'The Barn Transfer' means a Conveyance or Transfer of The Barn of even date herewith made between the Vendors (1) and Gary Ronald Cain and Joy Ruth Cain (2)

1.4 'The Consent' means a planning permission granted by Powys County Council Montgomeryshire and dated 10th March 1997 in respect of application number M96761

1.5 'The 1947 Conveyance' means a Conveyance dated 1st May 1947 and made between Albert Edward Richards (1) Cecil Arthur Boon Kenneth George Boon and William Parker Boon (2)

1.6 'The Deed of Grant' means a Deed of Grant dated 5th January 1998 and made between British Waterways Board (1) and the Vendors (2)

1.7 'The Documents' means the documents specified in the Eighth Schedule



1.8 'The Existing Matters' means the covenants and other matters affecting the Property set out in the Deed of Grant and The Barn Transfer

1.9 'The New Exceptions and Reservations' means the exceptions and reservations set out in Parts I and II of the Fifth Schedule

1.10 'The New Covenants' means the covenants set out in the Sixth Schedule

1.11 'The Plan' means the plan annexed to this Conveyance

1.12 'The Property' means the property described in the First Schedule

1.13 'The Retained Land' means the property described in the Second Schedule

1.14 'The Rights Granted' means the rights set out in the Fourth Schedule

1.15 'The Vendors' and 'The Purchasers' shall include their respective successors in title the owners for the time being of the Retained Land and of the Property respectively

2. Recitals

2.1 The Vendors are seised of the Property (with other property not the subject of this Conveyance) for an estate in fee simple in possession subject as mentioned below but otherwise free from incumbrances

2.2 The Vendors have agreed to sell the Property to the Purchaser for the sum of Eighty-six thousand pounds (£86,000) for the same estate excepting and reserving and subject as mentioned below

3. Conveyance

In consideration of Eighty-six thousand pounds (£86,000) paid by

the Purchaser to the Vendors (receipt of which sum the Vendors hereby acknowledge) the Vendors with limited title guarantee convey to the Purchaser **ALL THAT** the Property **TOGETHER** with the Rights Granted and **EXCEPTING AND RESERVING** to the Vendors in fee simple for the benefit of the Retained Land the New Exceptions and Reservations in Part I of the Fifth Schedule and for the benefit of the Barn only the New Exceptions and Reservations in Part II of the Fifth Schedule **TO HOLD** to the Purchaser in fee simple **SUBJECT TO** and (where appropriate) with the benefit of the Existing Matters

4. The New Covenants

The Purchaser covenants with the Vendors and the owners for the time being of each and every part of the Retained Land to perform and observe the New Covenants with the intention that:-

4.1 The burden of this covenant shall run with and bind each and every part of the Property to the extent that the New Covenants are negative in nature *or substance or otherwise* ^{so enforceable} DAW
PMH
AMD
RE

4.2 The benefit of this covenant shall be annexed to and run with the Retained Land and each and every part thereof

5. Indemnity Covenant

With the object of giving the Vendors a complete indemnity but not for any other purpose the Purchaser covenants with the Vendors from the date of this Conveyance to observe and perform the Existing Matters so far as they relate to the Property and to indemnify and keep indemnified the Vendors and their estates and effects against all actions costs claims demands proceedings liabilities and expenses whatsoever arising from any breach or non-observance thereof

6. The Agreements and Declarations

The Agreements and Declarations shall apply to this Conveyance

7. Acknowledgement for Production

The Vendors acknowledge the right of the Purchaser to production of the Documents and to delivery of copies of them

8. Certificate of Value

It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £250,000

IN WITNESS whereof the parties hereto have executed this Conveyance as a Deed the day and year first before written

FIRST SCHEDULE

The Property

ALL THAT property situate and known as Varchoel Villas Guilsfield Welshpool Powys which is shown for the purposes of identification only edged red on the Plan being part of the property comprised in the 1947 Conveyance

SECOND SCHEDULE

The Retained Land

The property other than the Property comprised in the 1947 Conveyance

THIRD SCHEDULE

The Barn

ALL THAT property situate and known as Varchoel Villa Barn Guilsfield Welshpool Powys which is more particularly described in and for the purposes of identification only edged red on the plan annexed to the Barn Transfer and which is for the purposes

of identification only shown edged green on the Plan

FOURTH SCHEDULE

The Rights Granted

1. Full right for the Purchaser to enter on to the Retained Land at all reasonable times on giving reasonable notice (or without notice in the event of emergency) for the purpose of carrying out the Purchaser's obligations set out in the Sixth Schedule hereto and to enjoy any specific rights granted to the Purchaser herein and to carry out repairs maintenance and renewals to the buildings on the Property which cannot reasonably be carried out without entering the Retained Land the Purchaser causing as little damage and inconvenience as possible and forthwith making good any damage so caused or paying compensation in respect of damage which cannot be made good
2. Subject to payment of an equal share of the cost of maintaining the septic tank soakaway full right for the Purchaser for the benefit of the Property to connect to and use the septic tank soakaway in any soakaway system at any time constructed by the owner or occupier for the time being of the Barn and with full rights of entry insofar as necessary at all reasonable times with or without workmen materials and appliances and upon giving reasonable notice for the purpose of connecting to such soakaway system and inspecting maintaining re-laying cleansing renewing replacing enlarging or repairing such connection to the soakaway system and all other conducting media serving the Property doing as little damage as possible and forthwith making good any damage caused to the reasonable satisfaction of the owner for the time being of the Barn
3. The free and uninterrupted right of passage and running of

water and other services across over in or under the Retained Land through the existing conducting media serving the Property any conducting media replacing the same and any soakaway system discharging into the Retained Land which is constructed by the owner or occupier for the time being of the Barn

FIFTH SCHEDULE

The New Exceptions and Reservations

Part I - In favour of the Retained Land

1. The right to erect up to the boundary of the Property buildings on any part or parts of the Retained Land
2. The right of support from the Property for the walls of any buildings erected or to be erected upon any part or parts of the Retained Land
3. The right to enter the Property on giving reasonable notice (or without notice in the event of emergency) for the Vendors and the owners for the time being of the Barn and their successors in title and employees for the time being of Powys County Council with or without workmen materials and appliances for the purpose of carrying out alterations to the roadside hedge and verge and the hedge and land abutting the side access road to comply with the Consent to include removal of the hedges and trees and shrubs or any part or parts thereof for the creation of a visibility splay the Vendors or other the persons exercising such rights doing as little damage as possible and forthwith making good any damage caused
4. The right for the Vendors and the owners for the time being of the Barn to enter onto the Property at all reasonable times on giving reasonable notice (or without notice in the event of emergency) for the carrying out of works of maintenance to the

Barn which cannot reasonably be carried out to the Barn without entering the Property the Vendors or other the persons exercising such right doing as little damage as possible and forthwith making good any damage caused or paying compensation in respect of damage which cannot be made good

Part II - In favour of The Barn only

The free and uninterrupted right of passage and running of water and other services across over in or under the Property with full rights of entry with or without workmen materials and appliances at all reasonable times and upon giving reasonable notice for the purpose of constructing connecting to inspecting relaying cleansing renewing replacing enlarging repairing removing maintaining and using any required conducting media the Vendors or other the persons exercising such rights doing as little damage as possible and forthwith making good any damage caused or paying compensation in respect of damage which cannot be made good

SIXTH SCHEDULE

The New ~~Restrictive~~ Covenants

1. Forever hereafter to maintain in good and stockproof condition to the reasonable satisfaction of the Vendors or their successors in title the boundary to the Property shown with an inward facing "T" mark on the Plan DAW
PMH
LPO
JEC
2. To comply at all times with the conditions of the Consent insofar as such conditions may relate to or affect the Property and not in any event to do anything to interfere with the implementation of the Consent
3. To join with the owners for the time being of the Barn in keeping the soakaway system to the proposed septic tank to be

constructed on the Barn in accordance with the Consent in good and workable condition and to pay an equal share of the cost of such maintenance

4. Not to do or permit or suffer to be done on the Property any act or thing which shall be or become a nuisance or annoyance to the Vendors or their successors in title or the persons for the time being owning or occupying the Retained Land

5. Not to keep or maintain on the Property any commercial vehicles or residential caravans

6. Not to erect or display any advertisements or hoardings on the Property other than advertisements or boards advertising the Property for sale or letting

7. Without prejudice to the generality of the above not to plant erect or allow to grow anything of any kind on that part of the Property shown coloured blue on the Plan which would obstruct the visibility required from time to time by the relevant Highways Department of Powys County Council

SEVENTH SCHEDULE

The Agreements and Declarations

1. Except for the rights expressly granted in the Fourth Schedule this Conveyance does not include the benefit of any covenant or any easement (or right) of way water drainage light air or other easement or right or privilege and the Law of Property Act 1925 Section 62 shall apply to this Conveyance as so modified

2. The Purchaser shall not be entitled to any right of light or air which will in any manner diminish or interfere with the free and unrestricted use of the Retained Land for building or any other purposes

3. This Conveyance does not include any exceptions or reservations in favour of the Retained Land other than the New Exceptions and Reservations

4. The boundary to the Property shown with an outward facing "T" mark on the Plan shall remain in the ownership of the Vendors

5. For the purposes of this Conveyance:-

5.1 The words "at his own cost" in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 ("the Act") are replaced by the words "at the Purchaser's cost"

5.2 For the purpose of Section 6(2)(a) of the Act all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Purchaser

EIGHTH SCHEDULE

The Documents

The 1947 Conveyance

Assent dated 10th February 1964 by Laura Boon in favour of Laura Boon

Deed of Appointment dated 24th June 1996 between Deirdre Ann Whittall and Pamela Margaret Harrison (1) Robert Michael Orme (2)

SIGNED AND DELIVERED as a Deed
by the said **DEIRDRE ANN WHITTALL**
in the presence of:-

D A Whittall

M. Lloyd
2 Belmont Strensbury
Solicitor

SIGNED AND DELIVERED as a Deed
by the said **PAMELA MARGARET**
HARRISON in the presence of:-

Pamela Y Harrison

M. Lloyd
as above

SIGNED AND DELIVERED as a Deed
by the said ROBERT MICHAEL ORME
in the presence of:-

M. Lloyd

as above

R. M. Orme

SIGNED AND DELIVERED as a Deed
by the said JANE ELIZABETH LEAMAN
in the presence of:-

J. Leaman

J. Butler

24 The Crescent

OWN WHEELS

Shrewsbury

Secretary.



These are the notes referred to on the following official copy

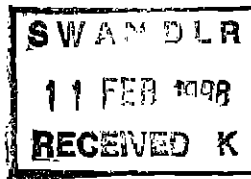
Title Number WA859757

The electronic official copy of the document follows this message.

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HM LAND REGISTRY
Transfer of Whole
under Rule 72



Doc. B.
FORM 19 (Rule 72)
Land Registration
Acts 1925 -1996

County and District: POWYS

Title Number:

Property: Varchoel Villa Barn Guilsfield Welshpool Powys

Date:

9 January

1998

1. In this Transfer

1.1 "The Vendors" mean **DEIDRE ANN WHITTALL** of Mill House
Allscott Telford Shropshire **PAMELA MARGARET HARRISON** of Blue
Hills Montford Bridge Shrewsbury Shropshire and **ROBERT MICHAEL
ORME** of 8 Claremont Bank Shrewsbury Shropshire as Trustees of
the Will of Laura Boon deceased

1.2 "The Purchasers" mean **GARY RONALD CAIN** and **JOY RUTH CAIN**
both of the Drey Church Road Molverley Oswestry Shropshire

1.3 "The Conveyance" means the Conveyance dated the 1st May
1947 made between Albert Edward Richards(1) and Cecil Arthur
Boon Kenneth George Boon and William Parker Boon(2)

1.4. "The Property" means the property known as Varchoel Villa
Barn Guilsfield Welshpool Powys which is shown for the purpose
of identification only edged red on the plan attached hereto

1.5 "The Easement" means the Deed of Grant dated the 8th
day of January 1998 made between the British Waterways
Board(1) and the Vendors(2)

1.6 "The Retained Land" means the land shown edged green on
the plan attached being all that land other than the Property
originally conveyed under the Conveyance

1.7 "The Adjoining Land" means that part of the Retained Land
known as Varchoel Villas shaded yellow on the attached plan

2. In consideration of Twenty Three Thousand Pounds



WA859757



SEQ137

(£23,000.00) the receipt of which is hereby acknowledged The Vendors with limited title guarantee transfer to the Purchasers the Property subject to but together with the benefit of the Easement and of the rights and conditions contained in the Transfer of the Adjoining Land

3. The Property is transferred together with the rights set out in the First Schedule but there are excepted and reserved for the benefit of the Retained Land the rights set out in the Second Schedule.

4. The Purchasers covenant with the Vendors for the benefit of each and every part of the Retained Land and so far as to bind each and every part of the Property to observe and perform the covenants and stipulations set out in the Third Schedule but the Purchaser and the person or persons deriving title under them shall not be personally liable in damages under the covenants once they have parted with all interest in the Property

5. The parties declare that:-

- (i) That the Purchasers and their successors in title shall not be entitled to a right of light or air which will in any manner diminish or interfere with the free and unrestricted use of the Retained Land either for building or any other purposes
- (ii) That the Purchasers shall not acquire any easements rights or privileges over the Retained Land nor the Vendors over the Property save as hereby expressly granted and the transfer shall not be construed so as to imply the grant of any such easement right or privilege and the provisions of Section 62 of the Law of Property

Act 1925 shall not apply to this transfer.

(iii) The boundaries of the Property shown with an inward facing "T" mark on the plan shall belong to the Purchasers

(iv) The Covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 shall be modified as follows:-

(v) The words "at his own cost" in Section 2(1) (b) of the Act are replaced by the words "at the Transferees cost".

(vi) For the purpose of Sections 6(2) (a) of the Act all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Transferee.

6. The Vendors acknowledge the rights of the Purchasers to the production of the documents set out in the Fourth Schedule and to delivery of copies of them

7. The Purchasers declare that a survivor of them can give a valid receipt for capital monies arising from disposition of land and that they hold the property the net proceeds of sale from it and the net income until sale upon trust for themselves as beneficial joint tenants in equity and the Purchasers shall have powers to deal with the property equal to those of a sole beneficial owner

8. 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 Sixty thousand pounds

FIRST SCHEDULE

Rights

1. Full right for the Purchasers to enter on to the Retained Land at all reasonable times on giving reasonable notice (or without notice in the event of emergency) for the purpose of carrying out the Purchasers' obligations set out in the Third Schedule hereto or to enjoy any specific rights granted to the Purchasers herein and to carry out repairs maintenance and renewals to the buildings on the Property which cannot reasonably be carried out without entering the Retained Land the Purchasers causing as little damage and inconvenience as possible and forthwith making good any damage so caused or paying compensation in respect of damage which cannot be made good. edged
green

2. The right to construct and use a soakaway system on such part of the Retained Land to the east of the Property as may be reasonably required for operation of a septic tank under the Consent

3. The right of passage and running of water through the Retained Land via a new service pipeline to be laid at the expense of the Purchasers in the Retained Land along the route for the purposes of identification only shown as a dotted blue line on the plan annexed hereto and of other services across ^{yellow} over in or under the Adjoining Land with full rights of entry with or without workmen materials and appliances at all reasonable times and upon giving reasonable notice for the purpose of constructing connecting to inspecting relaying cleansing renewing replacing enlarging repairing removing maintaining and using any required conducting media the

Purchasers or other persons exercising such rights doing as little damage as possible and forthwith making good any damage caused or paying compensation in respect of damage which cannot be made good

SECOND SCHEDULE

Exceptions and Reservations

1. The right to erect up to the boundary of the Property buildings on any part or parts of the Retained Land.
2. The right of support from the Property for the walls of any buildings erected or to be erected upon any part or parts of the Retained Land.
3. The free and uninterrupted right of passage and running of water and other services up to into and through any conducting media now constructed or to be constructed across over in or under the Property with full rights of entry with or without workmen materials and appliances at all reasonable times and upon giving reasonable notice for the purpose of constructing connecting to inspecting relaying cleansing renewing replacing enlarging repairing removing maintaining and using such conducting media the Vendors or other persons exercising such rights doing as little damage as possible and forthwith making good any damage caused
4. The right for the owner or occupier for the time being of the Adjoining Land to connect to and use the septic tank soakaway in the soakaway system to be constructed by the Purchasers on the Property and on part of the Retained Land, subject to the owners or occupiers paying an equal share of the cost of maintaining the septic tank soakaways.
5. The right for the Vendors and the owners for the time being

of the Adjoining Land to enter onto the Property at all reasonable times on giving reasonable notice for the carrying out of works of maintenance of the Retained Land or the Adjoining Land respectively which cannot reasonably be carried out without entering the Property.

THIRD SCHEDULE

Covenants

1. To erect within three months of the date hereof a good and sufficient stockproof fence to the satisfaction of the Vendors or its agent along the boundary of the Property shown by a blue line on the Plan and forever after maintain in good and stockproof condition at all times to the reasonable satisfaction of the Vendors or its successors in title the boundaries to the property shown with an inward-facing "T" mark on the Plan
2. Not to do or permit or suffer to be done on the Property or any part or parts thereof any act or thing which shall be or become a nuisance or annoyance to the Vendors or his successors in title or the persons for the time being owning or occupying the Retained Land
3. Not to keep or maintain on the Property or any part thereof any commercial vehicles or residential caravans
4. Not to display any advertisement or erect any advertisement or hoardings on the property other than advertisements or boards advertising the Property for sale or letting
5. To comply at all times with the conditions of the planning consent dated 10th March 1997 ("The Consent") granted to the Vendors for the benefit of the Property in so far as may relate to or affect the Property
6. To Join with the owners for the time being of the Adjoining Land in keeping the soakaway system for the proposed septic tank when constructed in accordance with the Consent in good and workable condition and to pay an equal share of the cost

Amended under rule 13 of the
Land Registration Rules, 1925.
29/2/2000
For the Land Registrar.

of such maintenance.

7. By way of indemnity only that the Purchasers and their successors in title will at all times hereafter observe and perform the covenants and conditions contained in the Easement so far as the same relate to the Property and to indemnify and keep indemnified the Vendors and its estate and effects against all actions claims demands proceedings liability costs and expenses whatsoever arising from any future breach or non-observance or non-performance thereof

FOURTH SCHEDULE

Deeds

Date	Document	Parties
01.05.1947	CONVEYANCE	Mr A E Richards(1) Messrs C A Boon, K G Boon and V P
Boon(2)		
1964	ABSTRACT OF TITLE	
10.02.64	ASSENT	C A Boon
24.6.96	DEED OF APPOINTMENT	D A Whittall P.M.

SIGNED as a Deed by)
DEIDRE ANN WHITTALL)
in the presence of:-)

D A Whittall

Name

Address

Occupation

M L Lloyd
2 Belmont
Shrewsbury
Solicitor

SIGNED as a Deed by)
PAMELA MARGARET HARRISON)
in the presence of:-)

Pamela H Harrison

Name

Address

as above .

Occupation

SIGNED as a Deed by)
ROBERT MICHAEL ORME)
in the presence of:-)

RM Orme

Name

Address

as above

Occupation

SIGNED as a Deed by)
GARY RONALD CAIN)
in the presence of:-)

GR Cain

Name

Address

David G Thomas
18 Seven Street
Welshpool
Powts

Occupation

Scraper

SIGNED as a Deed by)
JOY RUTH CAIN)
in the presence of:-)

Joy Cain

Name

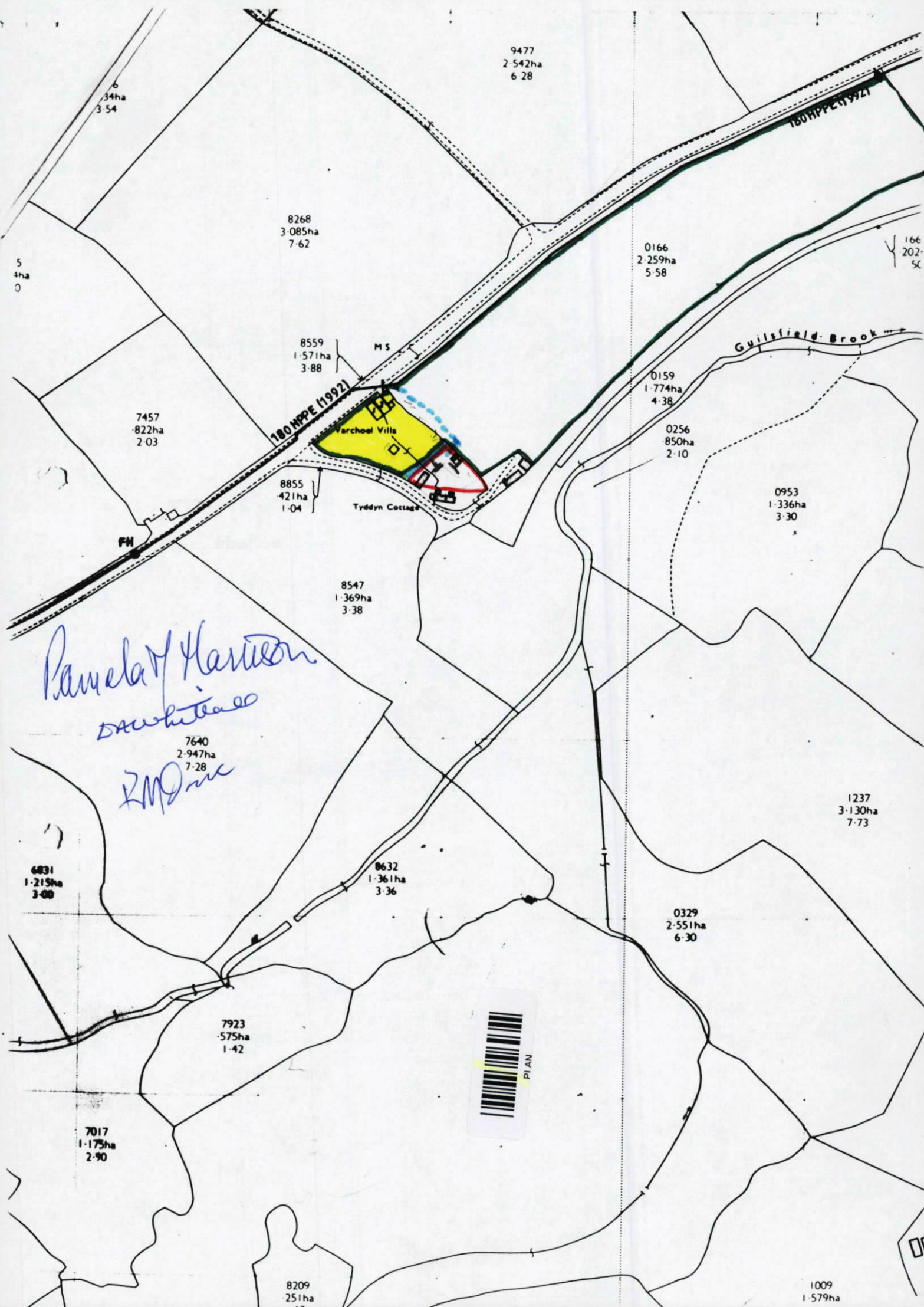
Address

David G Thomas
18 Seven Street
Welshpool .
Powts

Occupation

Scraper

RR File
WA
859757



Pamela Harrison
Dawkins
RMD



These are the notes referred to on the following official copy

Title Number CYM527082

The electronic official copy of the document follows this message.

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

DATED 16 March 2008

DEIRDRE ANN WHITTALL and PAMELA MARGARET HARRISON

and

STEVEN VICTOR GITTINS



DEED OF GRANT



Relating to land at Tyddyn Wharf Guilsfield Welshpool

Certified a true and complete
copy of the original.

Wace Morgan

WACE MORGAN SOLICITORS
2 Belmont, Shrewsbury

Wace Morgan
Solicitors
2 Belmont
Shrewsbury
SY1 1TD
ZDO/Whittall/ easement

THIS DEED OF GRANT is made the 16 day of March Two thousand and ~~five~~ ^{nine} **BETWEEN:-**

1. **DEIRDRE ANN WHITTALL** of Mill House Allscott Telford Shropshire TF6 5EE and **PAMELA MARGARET HARRISON** of Blue Hills Montford Bridge Shrewsbury Shropshire ("the Owner") and
2. **STEVEN VICTOR GITTINS** c/o Meadway 13 Fairview Avenue Guilsfield Welshpool Powys SY21 9NE ("the Grantee")

WHEREAS: -

- (1) The Grantee requires to construct a water pipe the approximate position of which is shown on the plan annexed hereto and labelled "plan 1" ("Plan 1") by a blue line
- (2) The Owner is seised in possession of the freehold interest in the land ("the Owner's Land") described in the First Schedule below
- (3) The Owner has for the consideration mentioned below agreed to grant to the Grantee out of the Owner's Land for the benefit of the land in the freehold ownership of the Grantee registered at H M Land Registry under Title Numbers CYM293106, CYM331448 and CYM40971 described in the Second Schedule below ("the Grantee's Land") the rights details of which are set out in the Third Schedule below ("the Rights")

NOW THIS DEED WITNESSETH as follows: -

1. INTERPRETATION

In this Deed:-

- 1.1 "the Owner's Land" means each and every part of the Owner's Land
- 1.2 "the Grantee's Land" means each and every part of the Grantee's Land
- 1.3 "the Owner" and "the Grantee" include the successors in title of the Owner and the Grantee respectively and in the case of an individual or individuals their respective

estates and effects and the last survivor of them and that survivor's estate and effects as the case may be and persons deriving title under the Owner and the Grantee respectively

- 1.4 “the Surveyor” means any person or firm from time to time appointed by the Owner to perform any of the functions of the Surveyor under this Deed
- 1.5 “the Water Pipe” means a water pipe the approximate position of which is marked on Plan 1 by a blue line
- 1.6 “the Easement Strip” means the strip of land being part of the Owner’s Land to a lateral distance of one metre on each side of the Water Pipe
- 1.7 “the Works” means to survey construct and lay the Water Pipe in the Easement Strip such Water Pipe not to exceed thirty two millimetres nominal diameter
- 1.8 where any party comprises more than one person the obligations and liabilities of that party under this Deed shall be joint and several obligations and liabilities of those persons
- 1.9 words importing one gender shall be construed as importing any other gender
- 1.10 words importing the singular shall be construed as importing the plural and vice versa
- 1.11 the clause headings do not form part of this Deed and shall not be taken into account in its construction or interpretation
- 1.12 any reference to a clause is to one so numbered in this Deed unless otherwise stated

2. GRANT

In consideration of the sum of Two hundred and ninety four pounds (£294.00) (the receipt of which the Owner acknowledges) the Owner grants the Rights to the Grantee but subject to the observance and performance of the obligations contained in Clause 4 and the conditions contained in Clause 5

3. THE OWNER'S OBLIGATIONS

The Owner for himself and his successors in title covenants with the Grantee so as to bind the Owner's Land into whosoever hands it may come and for the benefit and protection of the Grantee's Land to observe and perform at all times after the date of this Deed the following stipulations and restrictions in relation to the Owner's Land and the Right:-

- 3.1 not to do anything on the Owner's Land which may cause damage contamination or pollution to the Water Pipe or affect its proper and efficient operation

4. THE GRANTEE'S OBLIGATIONS

4.1 The Grantee for himself and his successors in title covenants with the Owner so as to bind the Grantee's Land into whosoever hands it may come and for the benefit of the Owner's Land to observe and perform at all times after the date of this Deed the following stipulations and restrictions in relation to the Grantee's Land:-

- 4.1.1. To carry out the Works in a good and workmanlike manner to the reasonable satisfaction of the appropriate authorities and the Surveyor
- 4.1.2. To pay the costs of the Works
- 4.1.3. To maintain the Water Pipe in good repair and working order and in a watertight condition and if the Grantee shall fail to keep the Water Pipe in good repair and in a water tight condition the Owner may repair the same at the sole cost of the Grantee
- 4.1.4. Not to use or permit or suffer the water supplied to the Grantee's Land pursuant to the Rights to be used for any purpose other than normal domestic purposes for the enjoyment of the private residential property constructed on the Grantee's Land and ancillary uses in connection with private residential use
- 4.1.5. Whenever there are open trenches on the Owner's Land to keep them fenced off with substantial protective fencing on each side of such trenches but within the limits of the Easement Strip
- 4.1.6. Not to erect or place on the Owner's Land any structures (except such temporary

structures as are required in the exercise of the Rights) or any surface works

4.1.7. To maintain the Water Pipe with a minimum cover of one metre of soil from original ground level to the top of the Water Pipe and from time to time to make good and correct any subsidence of soil

4.1.8. Not to alter or divert any part of the Water Pipe

4.1.9. Not to cause unnecessary damage to the Owner's Land in the exercise of the Rights and to make good as soon as possible to the reasonable satisfaction of the Owner any damage actually occasioned or pay on demand reasonable compensation for any damage not made good

4.1.10. Not to transfer or grant a lease of any part of the Grantee's Land except to a person who has first executed a deed of covenant expressed to be in favour of the Owner or the Owner's successor in title to the Owner's Land by which that person covenants either:-

4.1.10.1 in the terms set out in clauses 4.1.1 to 4.1.9 above and in the terms set out in the clause or

4.1.10.2 if the Works have been completed in the terms set out in clauses 4.1.3, 4.1.4, 4.1.5, 4.1.6, 4.1.7, 4.1.8 and 4.1.9

4.2. The Rights are granted conditionally on the performance and observance of the Grantee of the covenants and obligations contained in this Clause 4 and may be suspended during such times as the Grantee or his successors in title may be in breach of any of those covenants

5. CONDITIONS IMPOSED ON THE GRANTEE

To pay to the Owner on demand a proportion (to be determined by the Surveyor whose decision shall be final and binding) of the costs incurred by the Owner in the exercise by the Grantee of the Rights in respect of the following: -

- 5.1. in the case of grazing land of the cost to the Owner of making good such land including re-seeding the same and
- 5.2. in the case of arable land of the cost to the Owner of seed fertiliser and cultivations and for the avoidance of doubt in either case to also pay reasonable compensation to the Owner or his successors in title for any damage the Grantee may cause to the Owner's Land that cannot be made good to the reasonable satisfaction of the Owner or his respective successors in title and for any losses incurred by the Owner or his successors in title directly resulting from such damage

6. PROTECTION OF THE RIGHTS

The Owner agrees to the Grantee lodging a caution against first registration in respect of the Owner's Land and registering a Land Charges Class D(ii) under the Land Charges Act 1925 against the Owner's title in order to protect the Rights and to record that the Owner's Land is subject to the restrictive covenant contained in clause 3

7. INDEMNITY

The Grantee covenants with the Owner to indemnify keep the Owner indemnified from and against all and any act loss damage or liability suffered by the Owner in the exercise of the Rights and in the exercise of the Grantee's obligations as set out in Clause 4 above

8. RESERVATION OF RIGHTS AND EXCLUSIVITY

- 8.1 All rights not specifically and expressly included in the Rights are reserved by the Owner
- 8.2 Unless otherwise stated the Rights are not granted exclusively and are granted in common with corresponding rights of the Owner and other persons lawfully entitled to exercise such rights
- 8.3 Without prejudice to the generality of the foregoing there is reserved out of this grant for the benefit of each and every part of the Owner's Land the right at his expense

from time to time upon 3 months prior notice in writing to alter the route of the Water Pipe and to provide lay and connect an alternative water pipe of equivalent quality and capacity over the Owner's Land (in a good and workmanlike manner and causing as little disturbance inconvenience and disruption to the water supply as reasonably possible) and to render unusable remove or fill in and retain the Water Pipe and in the event of any substitution taking place the Rights shall apply to the substituted water pipe in lieu of the Water Pipe and if so required by the Grantee the Owner shall at the Owner's expense enter into a Deed of similar form to this Deed of Grant in respect of the altered route of the Water Pipe and the alternative water pipe

9. PERPETUITIES

It is agreed and declared that the Rights shall be exercisable only if they and their subject matter come into existence within a period of eighty years from the date of this Deed which period is to the perpetuity period applicable to this Deed

10. COSTS

The Grantee shall be responsible for and shall pay the Owner's reasonable legal and surveyor's costs associated with the negotiation preparation and execution of this Deed and anything to be done in pursuance of this Deed

11. ACKNOWLEDGEMENT FOR PRODUCTION

The Owner acknowledges the right of the Grantee to production of the documents specified in the Fourth Schedule below and to delivery of copies of them and undertakes with the Grantee for their safe custody

12. APPLICATION TO THE CHIEF LAND REGISTRAR

The parties apply to the Chief Land Registrar for entry of the following restriction on the register of the title to the Grantee's Land

No disposition of the registered estate (other than a charge) by the proprietor of the registered

estate is to be registered without a certificate signed by the Owner's solicitor or conveyancer that the provisions of clause 4.1.10 of the Deed of Easement dated [] referred to in the Charges Register have been complied with

IN WITNESS whereof the parties have executed this Deed the day and year first before written

THE FIRST SCHEDULE

The Owner's Land

All that freehold land in Guilsfield Welshpool being part of the Owner's Property forming part of Bridge Farm which includes the Easement Strip and being with other property more particularly described in a Deed of Appointment dated 24 June 1996 made between D A Whittall and P M Harrison (1) and R M Orme (2)

THE SECOND SCHEDULE

The Grantee's Land

All that freehold property known as and being Tyddyn Wharf Guilsfield Welshpool Powys shown edged red on the three plans annexed hereto and each labelled "plan 2" ("Plan 2") being registered at H M Land Registry under title numbers CYM293106, CYM331448 and CYM40971

THE THIRD SCHEDULE

The Rights

1. Subject to complying with the obligations in Clause 4.1 the right for the Grantee to enter on the Easement Strip with or without workmen implements machinery vehicles and materials to undertake the Works provided that this right may be exercised only as approved by the local authority or other competent authority from time to time having

jurisdiction provided further that the Grantee must give to the Owner reasonable written notice before exercising this right

2. The right for the Grantee and occupiers for the time being of the Grantee's Land to connect to and to use the Water Pipe for supplying water to the Grantee's Land for normal domestic purposes for the enjoyment of the private residential property constructed on the Grantee's Land and ancillary uses in connection with private residential use
3. On giving at least 48 hours' notice (except in case of emergency when no notice shall be given) the right for the Grantee and occupiers for the time being of the Grantee's Land to enter the Easement Strip with or without workman implements machinery vehicles and materials to inspect clean maintain repair replace or renew the Water Pipe
4. The right of access to the Water Pipe and the Easement Strip over such routes as the Owner from time to time specifies with or without workman implements machinery vehicles and materials

THE FOURTH SCHEDULE

The Documents

Date	Document	Parties
1964	Abstract of the Will Death & Probate	Cecil Arthur Boon
10 February 1964	Assent	Laura Boon (1) Laura Boon (2)
6 May 1995	Death Certificate	Humphrey Cradock Wace

FOR INFORMATION PURPOSES ONLY

26 April 1932	Legal Charge	John Thomas Richards (1) Walter Colley & Mary Jane Colley (2)
1 May 1947	Conveyance	Albert Edward Richards (1) Cecil Arthur Boon Kenneth George Boon William Parker Boon (2)

SIGNED as a DEED

by **DEIRDRE ANN WHITTALL**

in the presence of: -

Witness name

Witness address

Witness occupation

SIGNED as a DEED

by **PAMELA MARGARET HARRISON**

in the presence of: -

Witness name

Witness address

Witness occupation

SIGNED as a DEED

by **STEVEN VICTOR GITTINS**

S V gittins

in the presence of: - *B. SALTER*

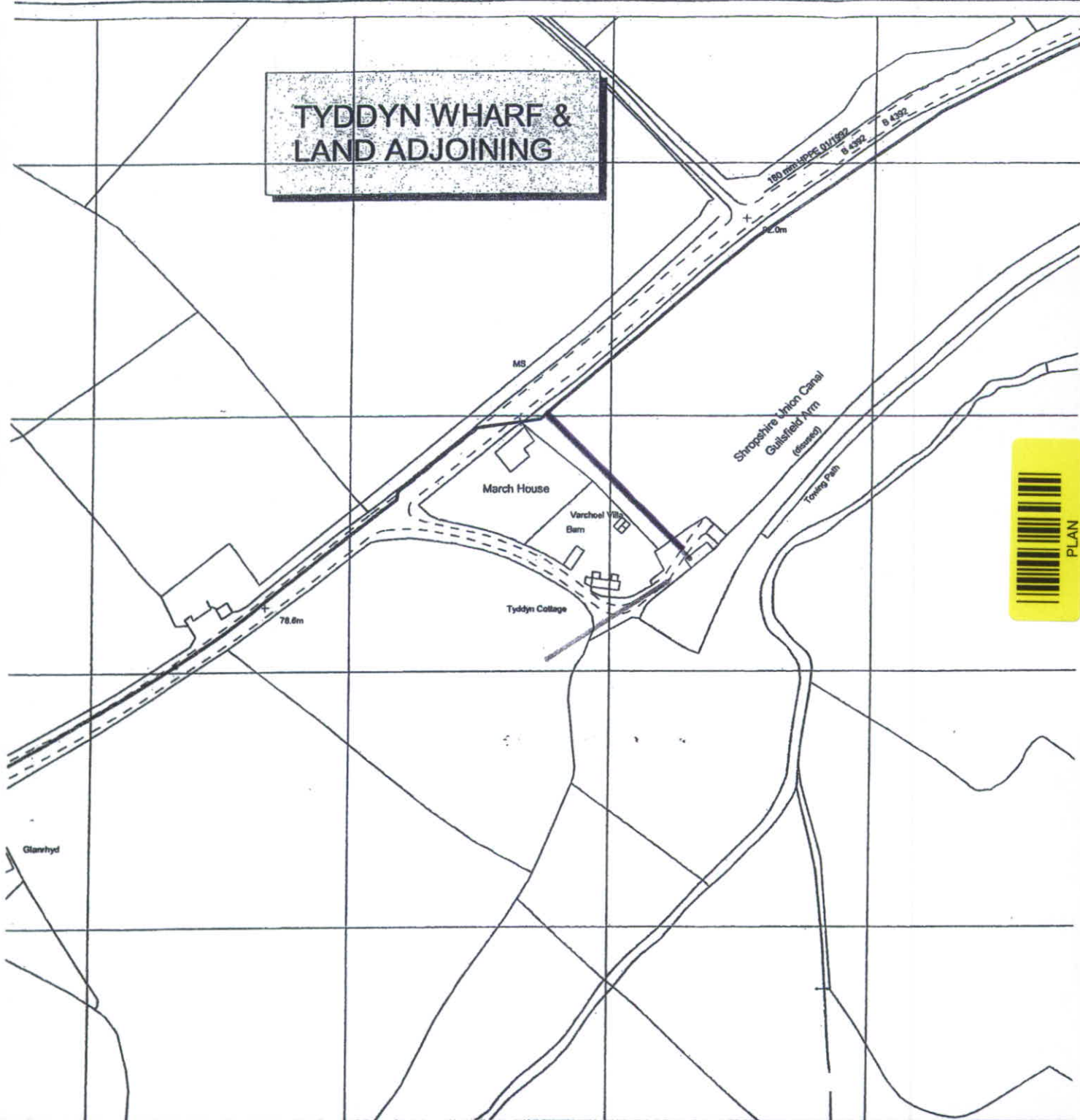
Witness name *B. SALTER*

Witness address *18 SEVERN STREET
WELSHPOOL*

Witness occupation *CLERK*

PLAN 1.

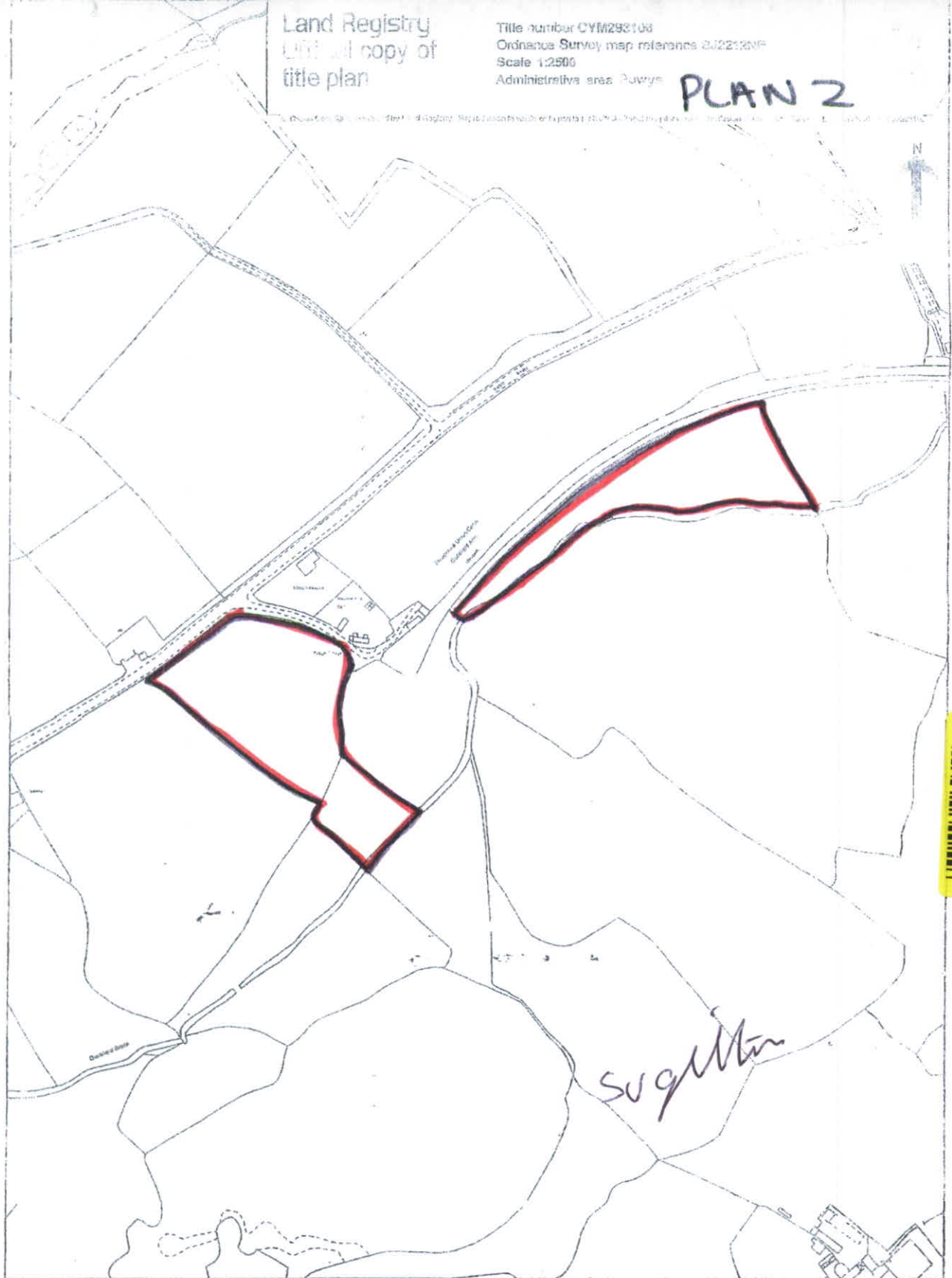
TYDDYN WHARF & LAND ADJOINING



Land Registry
Official copy of
title plan

Title number CYM293108
Ordnance Survey map reference 20221208F
Scale 1:2500
Administrative area Powys

PLAN 2



This official copy issued on 1 February 2008 shows the state of this title plan on 1 February 2006 at 08:19:36. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

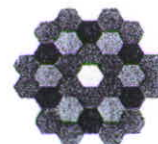
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.

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

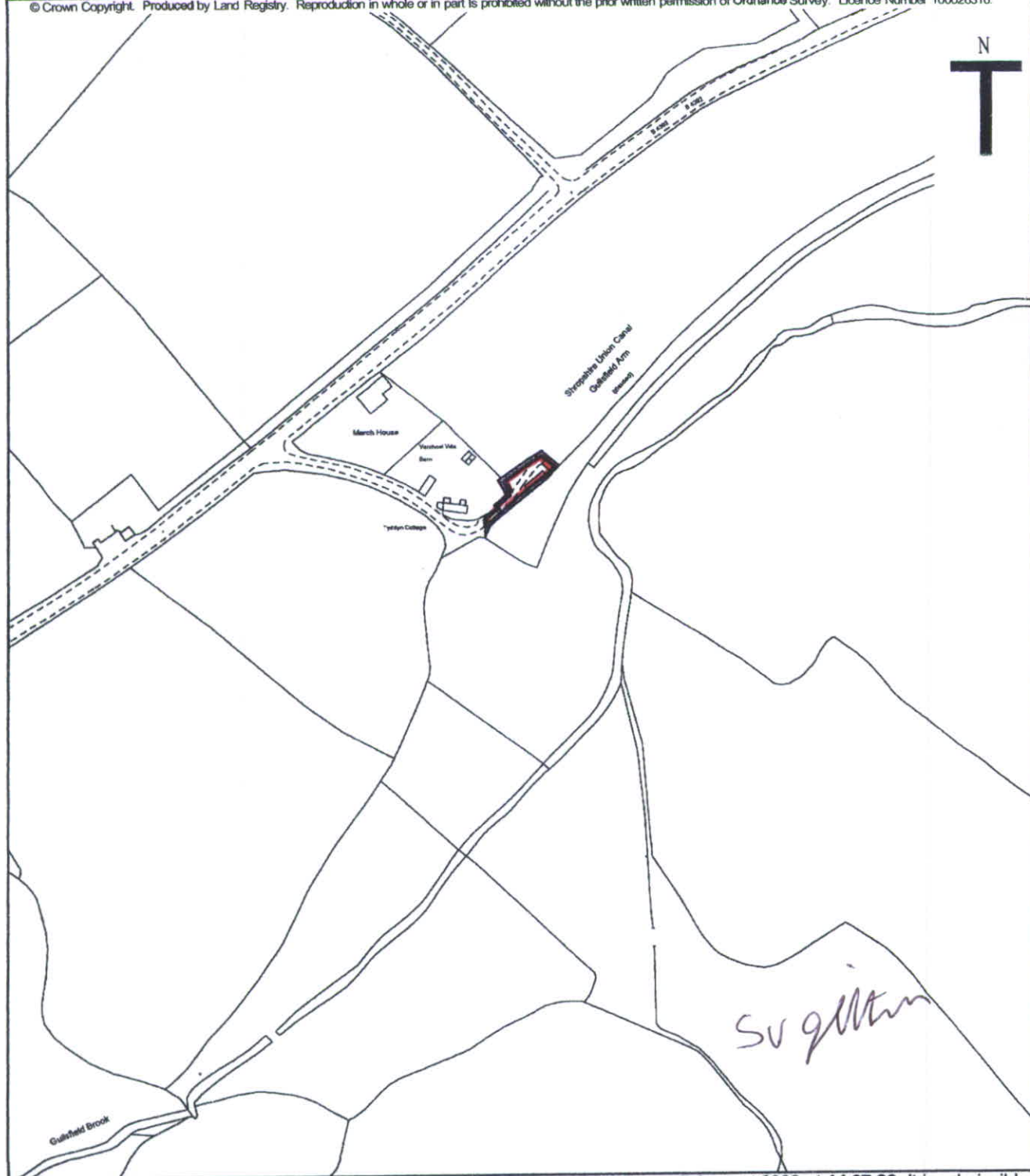
Land Registry
Official copy of
title plan

Title number CYM409791
Ordnance Survey map reference SJ2212NE
Scale 1:2500
Administrative area Powys

PLAN 2.



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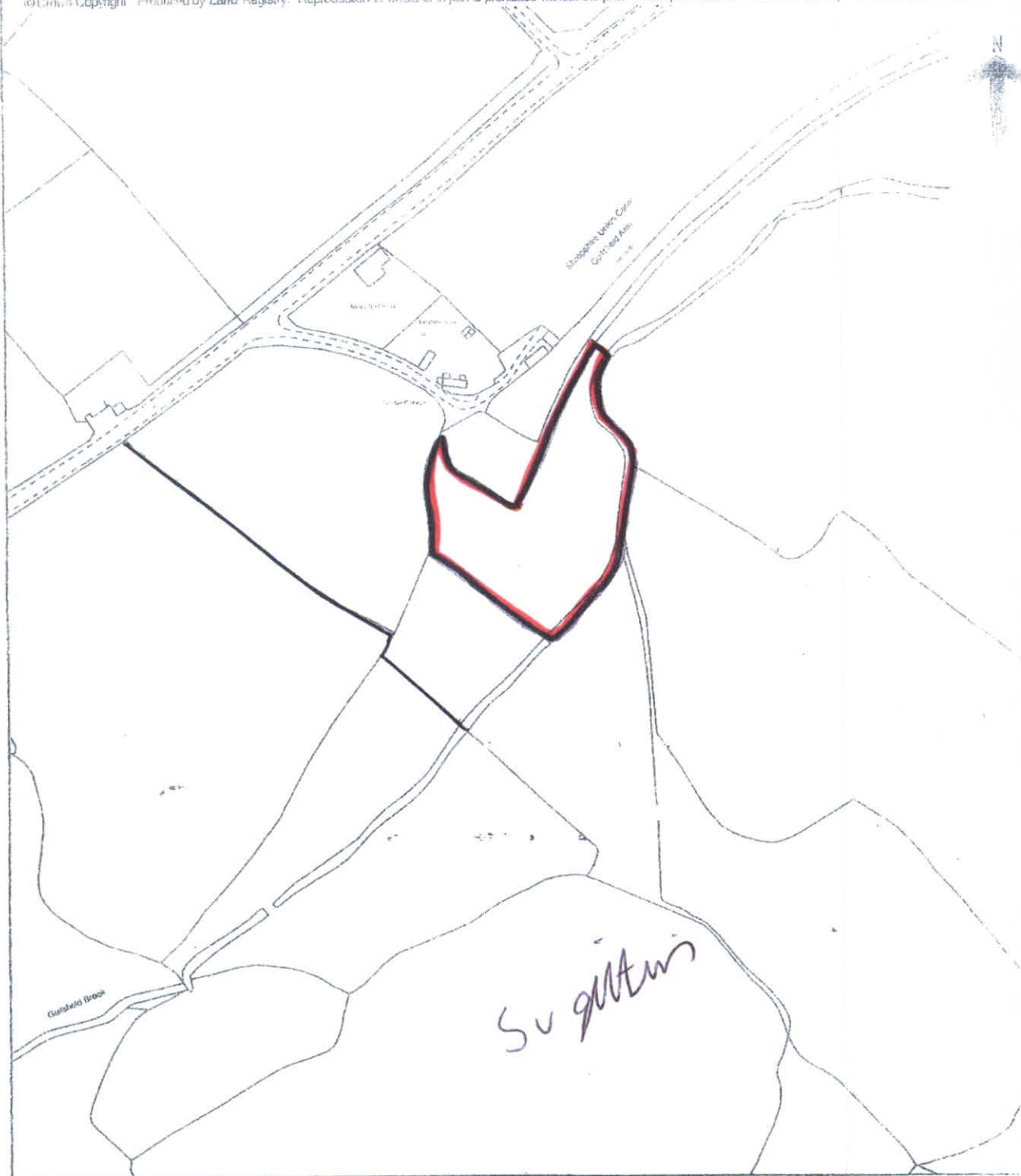


Land Registry
Official copy of
title plan

Title number CYM331448
Ordnance Survey map reference SJ221251
Scale 1:2500
Administrative area Powys

PLAN 2

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try
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.

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: CYM527080
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: ALL THAT piece of land to the north west of the B4392 being part of the land comprised in the Title above mentioned The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: 18 July 2011 DATE
5	Transferor: PAMELA MARGARET HARRISON and ROBERT MICHAEL ORME <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 England and Wales including any prefix:
6	Transferee for entry in the register: JEAN ELIZABETH BALMER <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 England and Wales 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 CANOL GUILDSFIELD WELSHPOOL SY21 9PS

8 The transferor transfers the property to the transferee

9 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures):
Twenty-two Thousand Pounds (£22,000.00)

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

10 The transferor transfers with

☐ full title guarantee

☒ limited title guarantee

except that the words "at the Seller's cost" in Section 2(i) (b) of the Law of Property (Miscellaneous Provisions) Act 1994 ("the Act") shall be replaced by the words "at the Transferee's cost" and for the purpose of Section 6(2) (a) of the Act all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Transferee

11 Declaration of trust. The transferee is more than one person and

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

☐ they are to hold the property on trust:

12 Additional provisions

12.1 Definitions

12.1.1 In this Transfer (unless the context otherwise requires) the following words shall have the following meanings:

"the Plan" means the plan attached hereto

"Property" means the land shown edged red on the Plan and each and every part of it

12.2 Agreements and Declarations

It is agreed and declared as follows:-

12.2.1 The grant or reservation of any rights not hereby granted or reserved shall not be implied by this Transfer

12.2.2 Section 62 of the Law of Property Act 1925 and the rule in Wheeldon v Burrows shall be excluded from this Transfer

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 *Pamela H Harrison*
PAMELA MARGARET HARRISON
in the presence of:-

Witness signature... *F Hill*

Witness name... F HILL

Address... 23 YEW TREE DRIVE
BAYSTON HILL
STREWSBURY 843 0PP

Occupation... ACCOUNTANT

SIGNED as a Deed by the said *Robert Michael Orme*
ROBERT MICHAEL ORME
in the presence of:-

Witness signature... *F Hill*

Witness name... F HILL

Address... 23 YEW TREE DRIVE
BAYSTON HILL
STREWSBURY 843 0PP

Occupation... ACCOUNTANT

SIGNED as a Deed by the said
JEAN ELIZABETH BALMER
in the presence of:-

Witness signature...

Witness name...

Address...

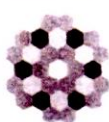
Occupation...

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.



Title number CYM527080
Ordnance Survey map reference SJ2312NW
Scale 1:2500
Administrative area Powys

Land Registry
Official copy of
title plan

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Pamela H. Hutton
R. H. Hutton

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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 ground. See Land Registry Public

Guide 19 - Title Plans and Boundaries

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



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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.

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: CYM527080
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: ALL THAT piece of land to the north of the B4392 being part of the land comprised in the Title above mentioned The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: <i>18 July 2011</i>
5	Transferor: PAMELA MARGARET HARRISON and ROBERT MICHAEL ORME <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 England and Wales including any prefix:
6	Transferee for entry in the register: JEAN ELIZABETH BALMER <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 England and Wales including any prefix:

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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.

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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 CANOL GUILSFIELD WELSHPOOL POWYS SY21 9PS

8 The transferor transfers the property to the transferee

9 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures):
Seventy-Nine Thousand Pounds (£79,000.00)

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

10 The transferor transfers with

☐ full title guarantee

☒ limited title guarantee

except that the words "at the Seller's cost" in Section 2(i) (b) of the Law of Property (Miscellaneous Provisions) Act 1994 ("the Act") shall be replaced by the words "at the Transferee's cost" and for the purpose of Section 6(2) (a) of the Act all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Transferee

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☐ they are to hold the property on trust for themselves as tenants in common in equal shares

☐ they are to hold the property on trust:

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12.1.1 In this Transfer (unless the context otherwise requires) the following words shall have the following meanings:

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12.2 Agreements and Declarations

It is agreed and declared as follows:-

12.2.1 The grant or reservation of any rights not hereby granted or reserved shall not be implied by this Transfer

12.2.2 Section 62 of the Law of Property Act 1925 and the rule in Wheeldon v Burrows shall be excluded from this Transfer

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

Pamela Harrison
SIGNED as a Deed by the said
PAMELA MARGARET HARRISON
in the presence of:-

Witness signature... *F. Hill*

Witness name... *F. Hill*

Address... *23 YEW TREE DRIVE*
BAUSTON HILL
SHROUSBURY SY3 0PP

Occupation... *ACCOUNTANT*

SIGNED as a Deed by the said
ROBERT MICHAEL ORME
in the presence of:- *R M Orme*

Witness signature... *F. Hill*

Witness name... *F. Hill*

Address... *23 YEW TREE DRIVE*
BAUSTON HILL
SHROUSBURY SY3 0PP

Occupation... *ACCOUNTANT*

SIGNED as a Deed by the said
JEAN ELIZABETH BALMER
in the presence of:-

Witness signature...

Witness name...

Address...

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.

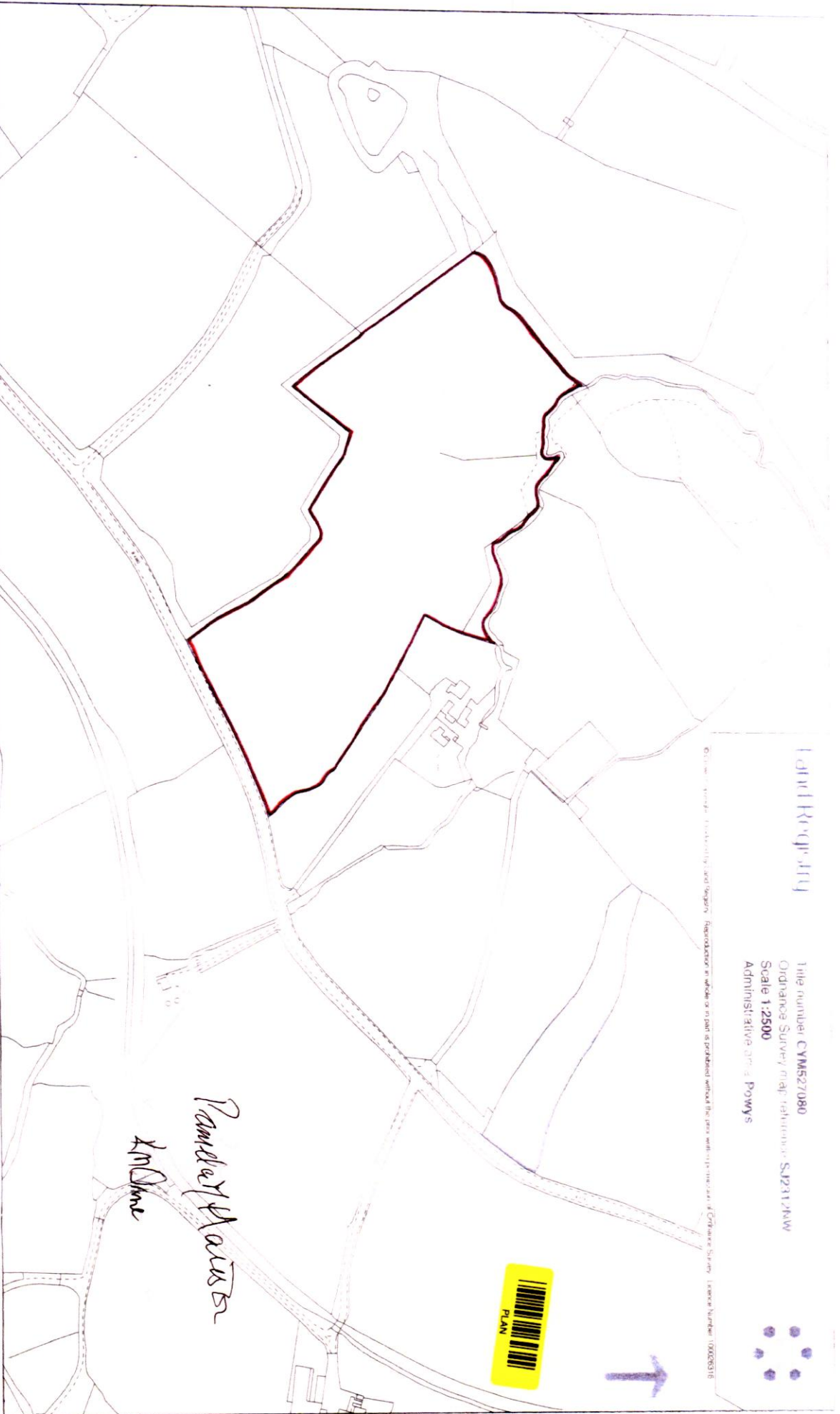
Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply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

Land Registry

Title number CYM527080
Ordnance Survey map reference SJ2312NW
Scale 1:2500
Administrative area Powys



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*Powder Mill
Kiln*

This official copy issued on 26 May 2011 shows the state of this title plan on 26 May 2011 at 10:16:34. It is 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 taken between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.
This title is dealt with by Land Registry, Wales Office.

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
CYM536022

Edition date / Dyddiad yr
argraffiad 09.11.2011

- This official copy shows the entries on the register of title on 23 APR 2025 at 15:06:49.
- 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 15:06:49.
- 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 (11.05.2011) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land lying to the north east and land to the south west of of Ty-Canol, Guilsfield, Welshpool.
- 2 (26.08.2011) The land tinted blue on the title plan has the benefit of the rights reserved by but is subject to the rights granted by a Conveyance of Varchoel Villas dated 9 January 1998 made between (1) Deirdre Ann Whittall, Pamela Margaret Harrison and Robert Michael Orme and (2) Jane Elizabeth Leaman.

NOTE: Copy filed under WA859894.

- 3 (26.08.2011) The land tinted blue on the title plan has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of Varchoel Villa Barn dated 9 January 1999 made between (1) Deirdre Ann Whittall, Pamela Margaret Harrison and Robert Michael Orme and (2) Gary Ronald Cain and Joy Ruth Cain.

NOTE: Copy filed under WA859757.

- 4 (26.08.2011) A Transfer of the land tinted pink on the title plan dated

A: Property Register continued / Parhad o'r gofrestr eiddo

18 July 2011 made between (1) Pamela Margaret Harrison and Robert Michael Orme and (2) Jean Elizabeth Palmer contains the following provision:-

"It is agreed and declared as follows:-

12.2.1 The grant or reservation of any rights not hereby granted or reserved shall not be implied by this Transfer

12.2.2 Section 62 of the Law of Property Act 1925 and the rule in Wheeldon & Burrows shall be excluded from this Transfer"

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 llwyr

- 1 (26.08.2011) PROPRIETOR: JEAN ELIZABETH BALMER of Ty Canol, Guilsfield, Welshpool, Powys SY21 9PS.
- 2 (26.08.2011) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register / Cofrestr Arwystlon

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

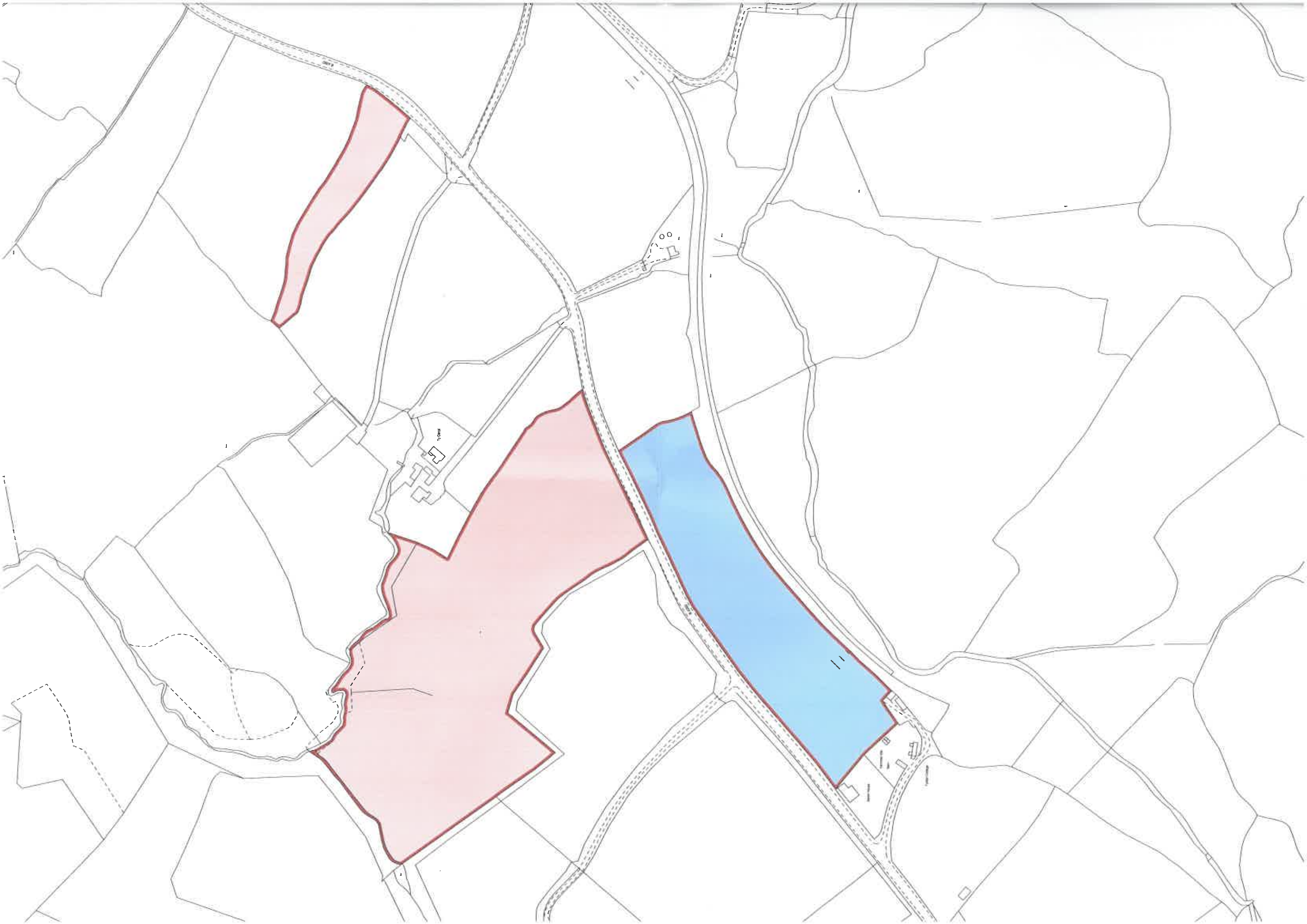
Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

- 1 (26.08.2011) The land tinted blue on the title plan is subject to the rights granted by a Deed of Grant dated 16 March 2009 made between (1) Deirdre Ann Whittall and Pamela Margaret Harrison and (2) Steven Victor Gittins.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under CYM527082.

End of register / Diwedd y gofrestr



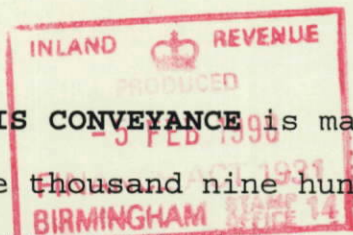
These are the notes referred to on the following official copy

Title Number CYM536022

The electronic official copy of the document follows this message.

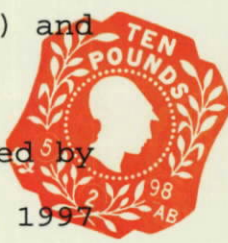
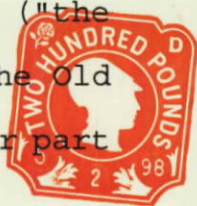
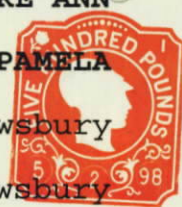
This copy may not be the same size as the original.

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



P26-1 6860

THIS CONVEYANCE is made the *ninth* day of *January*
One thousand nine hundred and ninety-eight BETWEEN DEIRDRE ANN
WHITTALL of Mill House Allscott Telford Shropshire and PAMELA
MARGARET HARRISON of Blue Hills Montford Bridge Shrewsbury
Shropshire and ROBERT MICHAEL ORME of 8 Claremont Bank Shrewsbury
Shropshire as trustees of the Will of Laura Boon deceased ("the
Vendors") of the one part and JANE ELIZABETH LEAMAN of The Old
Vicarage Dolfor Newtown Powys ("the Purchaser") of the other part



1. Definitions

In this Conveyance the following expressions have the following meanings:-

1.1 'The Agreements and Declarations' means the agreements and declarations set out in the Seventh Schedule

1.2 'The Barn' means the property described in the Third Schedule

1.3 'The Barn Transfer' means a Conveyance or Transfer of The Barn of even date herewith made between the Vendors (1) and Gary Ronald Cain and Joy Ruth Cain (2)

1.4 'The Consent' means a planning permission granted by Powys County Council Montgomeryshire and dated 10th March 1997 in respect of application number M96761

1.5 'The 1947 Conveyance' means a Conveyance dated 1st May 1947 and made between Albert Edward Richards (1) Cecil Arthur Boon Kenneth George Boon and William Parker Boon (2)

1.6 'The Deed of Grant' means a Deed of Grant dated 5th January 1998 and made between British Waterways Board (1) and the Vendors (2)

1.7 'The Documents' means the documents specified in the Eighth Schedule



1.8 'The Existing Matters' means the covenants and other matters affecting the Property set out in the Deed of Grant and The Barn Transfer

1.9 'The New Exceptions and Reservations' means the exceptions and reservations set out in Parts I and II of the Fifth Schedule

1.10 'The New Covenants' means the covenants set out in the Sixth Schedule

1.11 'The Plan' means the plan annexed to this Conveyance

1.12 'The Property' means the property described in the First Schedule

1.13 'The Retained Land' means the property described in the Second Schedule

1.14 'The Rights Granted' means the rights set out in the Fourth Schedule

1.15 'The Vendors' and 'The Purchasers' shall include their respective successors in title the owners for the time being of the Retained Land and of the Property respectively

2. Recitals

2.1 The Vendors are seised of the Property (with other property not the subject of this Conveyance) for an estate in fee simple in possession subject as mentioned below but otherwise free from incumbrances

2.2 The Vendors have agreed to sell the Property to the Purchaser for the sum of Eighty-six thousand pounds (£86,000) for the same estate excepting and reserving and subject as mentioned below

3. Conveyance

In consideration of Eighty-six thousand pounds (£86,000) paid by

the Purchaser to the Vendors (receipt of which sum the Vendors hereby acknowledge) the Vendors with limited title guarantee convey to the Purchaser **ALL THAT** the Property **TOGETHER** with the Rights Granted and **EXCEPTING AND RESERVING** to the Vendors in fee simple for the benefit of the Retained Land the New Exceptions and Reservations in Part I of the Fifth Schedule and for the benefit of the Barn only the New Exceptions and Reservations in Part II of the Fifth Schedule **TO HOLD** to the Purchaser in fee simple **SUBJECT TO** and (where appropriate) with the benefit of the Existing Matters

4. The New Covenants

The Purchaser covenants with the Vendors and the owners for the time being of each and every part of the Retained Land to perform and observe the New Covenants with the intention that:-

4.1 The burden of this covenant shall run with and bind each and every part of the Property to the extent that the New Covenants are negative in nature *or substance or otherwise* ^{so enforceable} DAW
PMH
AMD
RE

4.2 The benefit of this covenant shall be annexed to and run with the Retained Land and each and every part thereof

5. Indemnity Covenant

With the object of giving the Vendors a complete indemnity but not for any other purpose the Purchaser covenants with the Vendors from the date of this Conveyance to observe and perform the Existing Matters so far as they relate to the Property and to indemnify and keep indemnified the Vendors and their estates and effects against all actions costs claims demands proceedings liabilities and expenses whatsoever arising from any breach or non-observance thereof

6. The Agreements and Declarations

The Agreements and Declarations shall apply to this Conveyance

7. Acknowledgement for Production

The Vendors acknowledge the right of the Purchaser to production of the Documents and to delivery of copies of them

8. Certificate of Value

It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £250,000

IN WITNESS whereof the parties hereto have executed this Conveyance as a Deed the day and year first before written

FIRST SCHEDULE

The Property

ALL THAT property situate and known as Varchoel Villas Guilsfield Welshpool Powys which is shown for the purposes of identification only edged red on the Plan being part of the property comprised in the 1947 Conveyance

SECOND SCHEDULE

The Retained Land

The property other than the Property comprised in the 1947 Conveyance

THIRD SCHEDULE

The Barn

ALL THAT property situate and known as Varchoel Villa Barn Guilsfield Welshpool Powys which is more particularly described in and for the purposes of identification only edged red on the plan annexed to the Barn Transfer and which is for the purposes

of identification only shown edged green on the Plan

FOURTH SCHEDULE

The Rights Granted

1. Full right for the Purchaser to enter on to the Retained Land at all reasonable times on giving reasonable notice (or without notice in the event of emergency) for the purpose of carrying out the Purchaser's obligations set out in the Sixth Schedule hereto and to enjoy any specific rights granted to the Purchaser herein and to carry out repairs maintenance and renewals to the buildings on the Property which cannot reasonably be carried out without entering the Retained Land the Purchaser causing as little damage and inconvenience as possible and forthwith making good any damage so caused or paying compensation in respect of damage which cannot be made good
2. Subject to payment of an equal share of the cost of maintaining the septic tank soakaway full right for the Purchaser for the benefit of the Property to connect to and use the septic tank soakaway in any soakaway system at any time constructed by the owner or occupier for the time being of the Barn and with full rights of entry insofar as necessary at all reasonable times with or without workmen materials and appliances and upon giving reasonable notice for the purpose of connecting to such soakaway system and inspecting maintaining re-laying cleansing renewing replacing enlarging or repairing such connection to the soakaway system and all other conducting media serving the Property doing as little damage as possible and forthwith making good any damage caused to the reasonable satisfaction of the owner for the time being of the Barn
3. The free and uninterrupted right of passage and running of

water and other services across over in or under the Retained Land through the existing conducting media serving the Property any conducting media replacing the same and any soakaway system discharging into the Retained Land which is constructed by the owner or occupier for the time being of the Barn

FIFTH SCHEDULE

The New Exceptions and Reservations

Part I - In favour of the Retained Land

1. The right to erect up to the boundary of the Property buildings on any part or parts of the Retained Land
2. The right of support from the Property for the walls of any buildings erected or to be erected upon any part or parts of the Retained Land
3. The right to enter the Property on giving reasonable notice (or without notice in the event of emergency) for the Vendors and the owners for the time being of the Barn and their successors in title and employees for the time being of Powys County Council with or without workmen materials and appliances for the purpose of carrying out alterations to the roadside hedge and verge and the hedge and land abutting the side access road to comply with the Consent to include removal of the hedges and trees and shrubs or any part or parts thereof for the creation of a visibility splay the Vendors or other the persons exercising such rights doing as little damage as possible and forthwith making good any damage caused
4. The right for the Vendors and the owners for the time being of the Barn to enter onto the Property at all reasonable times on giving reasonable notice (or without notice in the event of emergency) for the carrying out of works of maintenance to the

Barn which cannot reasonably be carried out to the Barn without entering the Property the Vendors or other the persons exercising such right doing as little damage as possible and forthwith making good any damage caused or paying compensation in respect of damage which cannot be made good

Part II - In favour of The Barn only

The free and uninterrupted right of passage and running of water and other services across over in or under the Property with full rights of entry with or without workmen materials and appliances at all reasonable times and upon giving reasonable notice for the purpose of constructing connecting to inspecting relaying cleansing renewing replacing enlarging repairing removing maintaining and using any required conducting media the Vendors or other the persons exercising such rights doing as little damage as possible and forthwith making good any damage caused or paying compensation in respect of damage which cannot be made good

SIXTH SCHEDULE

The New ~~Restrictive~~ Covenants

1. Forever hereafter to maintain in good and stockproof condition to the reasonable satisfaction of the Vendors or their successors in title the boundary to the Property shown with an inward facing "T" mark on the Plan DAW
PMH
LPO
JEC
2. To comply at all times with the conditions of the Consent insofar as such conditions may relate to or affect the Property and not in any event to do anything to interfere with the implementation of the Consent
3. To join with the owners for the time being of the Barn in keeping the soakaway system to the proposed septic tank to be

constructed on the Barn in accordance with the Consent in good and workable condition and to pay an equal share of the cost of such maintenance

4. Not to do or permit or suffer to be done on the Property any act or thing which shall be or become a nuisance or annoyance to the Vendors or their successors in title or the persons for the time being owning or occupying the Retained Land

5. Not to keep or maintain on the Property any commercial vehicles or residential caravans

6. Not to erect or display any advertisements or hoardings on the Property other than advertisements or boards advertising the Property for sale or letting

7. Without prejudice to the generality of the above not to plant erect or allow to grow anything of any kind on that part of the Property shown coloured blue on the Plan which would obstruct the visibility required from time to time by the relevant Highways Department of Powys County Council

SEVENTH SCHEDULE

The Agreements and Declarations

1. Except for the rights expressly granted in the Fourth Schedule this Conveyance does not include the benefit of any covenant or any easement (or right) of way water drainage light air or other easement or right or privilege and the Law of Property Act 1925 Section 62 shall apply to this Conveyance as so modified

2. The Purchaser shall not be entitled to any right of light or air which will in any manner diminish or interfere with the free and unrestricted use of the Retained Land for building or any other purposes

3. This Conveyance does not include any exceptions or reservations in favour of the Retained Land other than the New Exceptions and Reservations

4. The boundary to the Property shown with an outward facing "T" mark on the Plan shall remain in the ownership of the Vendors

5. For the purposes of this Conveyance:-

5.1 The words "at his own cost" in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 ("the Act") are replaced by the words "at the Purchaser's cost"

5.2 For the purpose of Section 6(2)(a) of the Act all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Purchaser

EIGHTH SCHEDULE

The Documents

The 1947 Conveyance

Assent dated 10th February 1964 by Laura Boon in favour of Laura Boon

Deed of Appointment dated 24th June 1996 between Deirdre Ann Whittall and Pamela Margaret Harrison (1) Robert Michael Orme (2)

SIGNED AND DELIVERED as a Deed
by the said **DEIRDRE ANN WHITTALL**
in the presence of:-

D A Whittall

M. Lloyd
2 Belmont Strensbury
Solicitor

SIGNED AND DELIVERED as a Deed
by the said **PAMELA MARGARET**
HARRISON in the presence of:-

Pamela Y Harrison

M. Lloyd
as above

SIGNED AND DELIVERED as a Deed
by the said ROBERT MICHAEL ORME
in the presence of:-

M. Lloyd

as above

R. M. Orme

SIGNED AND DELIVERED as a Deed
by the said JANE ELIZABETH LEAMAN
in the presence of:-

J. Leaman

J. Butler

24 The Crescent

OWN WHEELS

Shrewsbury

Secretary.



These are the notes referred to on the following official copy

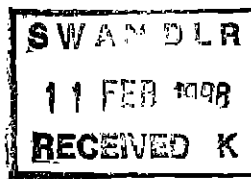
Title Number WA859757

The electronic official copy of the document follows this message.

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

HM LAND REGISTRY
Transfer of Whole
under Rule 72



Doc. B.
FORM 19 (Rule 72)
Land Registration
Acts 1925 -1996

County and District: POWYS

Title Number:

Property: Varchoel Villa Barn Guilsfield Welshpool Powys

Date:

9 January

1998

1. In this Transfer

1.1 "The Vendors" mean **DEIDRE ANN WHITTALL** of Mill House
Allscott Telford Shropshire **PAMELA MARGARET HARRISON** of Blue
Hills Montford Bridge Shrewsbury Shropshire and **ROBERT MICHAEL
ORME** of 8 Claremont Bank Shrewsbury Shropshire as Trustees of
the Will of Laura Boon deceased

1.2 "The Purchasers" mean **GARY RONALD CAIN** and **JOY RUTH CAIN**
both of the Drey Church Road Molverley Oswestry Shropshire

1.3 "The Conveyance" means the Conveyance dated the 1st May
1947 made between Albert Edward Richards(1) and Cecil Arthur
Boon Kenneth George Boon and William Parker Boon(2)

1.4. "The Property" means the property known as Varchoel Villa
Barn Guilsfield Welshpool Powys which is shown for the purpose
of identification only edged red on the plan attached hereto

1.5 "The Easement" means the Deed of Grant dated the 8th
day of January 1998 made between the British Waterways
Board(1) and the Vendors(2)

1.6 "The Retained Land" means the land shown edged green on
the plan attached being all that land other than the Property
originally conveyed under the Conveyance

1.7 "The Adjoining Land" means that part of the Retained Land
known as Varchoel Villas shaded yellow on the attached plan

2. In consideration of Twenty Three Thousand Pounds



WA859757



SEQ137

(£23,000.00) the receipt of which is hereby acknowledged The Vendors with limited title guarantee transfer to the Purchasers the Property subject to but together with the benefit of the Easement and of the rights and conditions contained in the Transfer of the Adjoining Land

3. The Property is transferred together with the rights set out in the First Schedule but there are excepted and reserved for the benefit of the Retained Land the rights set out in the Second Schedule.

4. The Purchasers covenant with the Vendors for the benefit of each and every part of the Retained Land and so far as to bind each and every part of the Property to observe and perform the covenants and stipulations set out in the Third Schedule but the Purchaser and the person or persons deriving title under them shall not be personally liable in damages under the covenants once they have parted with all interest in the Property

5. The parties declare that:-

- (i) That the Purchasers and their successors in title shall not be entitled to a right of light or air which will in any manner diminish or interfere with the free and unrestricted use of the Retained Land either for building or any other purposes
- (ii) That the Purchasers shall not acquire any easements rights or privileges over the Retained Land nor the Vendors over the Property save as hereby expressly granted and the transfer shall not be construed so as to imply the grant of any such easement right or privilege and the provisions of Section 62 of the Law of Property

Act 1925 shall not apply to this transfer.

(iii) The boundaries of the Property shown with an inward facing "T" mark on the plan shall belong to the Purchasers

(iv) The Covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 shall be modified as follows:-

(v) The words "at his own cost" in Section 2(1) (b) of the Act are replaced by the words "at the Transferees cost".

(vi) For the purpose of Sections 6(2) (a) of the Act all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Transferee.

6. The Vendors acknowledge the rights of the Purchasers to the production of the documents set out in the Fourth Schedule and to delivery of copies of them

7. The Purchasers declare that a survivor of them can give a valid receipt for capital monies arising from disposition of land and that they hold the property the net proceeds of sale from it and the net income until sale upon trust for themselves as beneficial joint tenants in equity and the Purchasers shall have powers to deal with the property equal to those of a sole beneficial owner

8. 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 Sixty thousand pounds

FIRST SCHEDULE

Rights

1. Full right for the Purchasers to enter on to the Retained Land at all reasonable times on giving reasonable notice (or without notice in the event of emergency) for the purpose of carrying out the Purchasers' obligations set out in the Third Schedule hereto or to enjoy any specific rights granted to the Purchasers herein and to carry out repairs maintenance and renewals to the buildings on the Property which cannot reasonably be carried out without entering the Retained Land the Purchasers causing as little damage and inconvenience as possible and forthwith making good any damage so caused or paying compensation in respect of damage which cannot be made good. edged
green

2. The right to construct and use a soakaway system on such part of the Retained Land to the east of the Property as may be reasonably required for operation of a septic tank under the Consent

3. The right of passage and running of water through the Retained Land via a new service pipeline to be laid at the expense of the Purchasers in the Retained Land along the route for the purposes of identification only shown as a dotted blue line on the plan annexed hereto and of other services across ^{yellow} over in or under the Adjoining Land with full rights of entry with or without workmen materials and appliances at all reasonable times and upon giving reasonable notice for the purpose of constructing connecting to inspecting relaying cleansing renewing replacing enlarging repairing removing maintaining and using any required conducting media the

Purchasers or other persons exercising such rights doing as little damage as possible and forthwith making good any damage caused or paying compensation in respect of damage which cannot be made good

SECOND SCHEDULE

Exceptions and Reservations

1. The right to erect up to the boundary of the Property buildings on any part or parts of the Retained Land.
2. The right of support from the Property for the walls of any buildings erected or to be erected upon any part or parts of the Retained Land.
3. The free and uninterrupted right of passage and running of water and other services up to into and through any conducting media now constructed or to be constructed across over in or under the Property with full rights of entry with or without workmen materials and appliances at all reasonable times and upon giving reasonable notice for the purpose of constructing connecting to inspecting relaying cleansing renewing replacing enlarging repairing removing maintaining and using such conducting media the Vendors or other persons exercising such rights doing as little damage as possible and forthwith making good any damage caused
4. The right for the owner or occupier for the time being of the Adjoining Land to connect to and use the septic tank soakaway in the soakaway system to be constructed by the Purchasers on the Property and on part of the Retained Land, subject to the owners or occupiers paying an equal share of the cost of maintaining the septic tank soakaways.
5. The right for the Vendors and the owners for the time being

of the Adjoining Land to enter onto the Property at all reasonable times on giving reasonable notice for the carrying out of works of maintenance of the Retained Land or the Adjoining Land respectively which cannot reasonably be carried out without entering the Property.

THIRD SCHEDULE

Covenants

1. To erect within three months of the date hereof a good and sufficient stockproof fence to the satisfaction of the Vendors or its agent along the boundary of the Property shown by a blue line on the Plan and forever after maintain in good and stockproof condition at all times to the reasonable satisfaction of the Vendors or its successors in title the boundaries to the property shown with an inward-facing "T" mark on the Plan
2. Not to do or permit or suffer to be done on the Property or any part or parts thereof any act or thing which shall be or become a nuisance or annoyance to the Vendors or his successors in title or the persons for the time being owning or occupying the Retained Land
3. Not to keep or maintain on the Property or any part thereof any commercial vehicles or residential caravans
4. Not to display any advertisement or erect any advertisement or hoardings on the property other than advertisements or boards advertising the Property for sale or letting
5. To comply at all times with the conditions of the planning consent dated 10th March 1997 ("The Consent") granted to the Vendors for the benefit of the Property in so far as may relate to or affect the Property
6. To Join with the owners for the time being of the Adjoining Land in keeping the soakaway system for the proposed septic tank when constructed in accordance with the Consent in good and workable condition and to pay an equal share of the cost

Amended under rule 13 of the
Land Registration Rules, 1925.
29/2/2000
For the Land Registrar.

of such maintenance.

7. By way of indemnity only that the Purchasers and their successors in title will at all times hereafter observe and perform the covenants and conditions contained in the Easement so far as the same relate to the Property and to indemnify and keep indemnified the Vendors and its estate and effects against all actions claims demands proceedings liability costs and expenses whatsoever arising from any future breach or non-observance or non-performance thereof

FOURTH SCHEDULE

Deeds

Date	Document	Parties
01.05.1947	CONVEYANCE	Mr A E Richards(1) Messrs C A Boon, K G Boon and V P
Boon(2)		
1964	ABSTRACT OF TITLE	
10.02.64	ASSENT	C A Boon
24.6.96	DEED OF APPOINTMENT	D A Whittall P.M.

SIGNED as a Deed by)
DEIDRE ANN WHITTALL)
in the presence of:-)

D A Whittall

Name

Address

Occupation

M L Lloyd
2 Belmont
Shrewsbury
Solicitor

SIGNED as a Deed by)
PAMELA MARGARET HARRISON)
in the presence of:-)

Pamela H Harrison

Name

Address

as above .

Occupation

SIGNED as a Deed by)
ROBERT MICHAEL ORME)
in the presence of:-)

RM Orme

Name

Address

as above

Occupation

SIGNED as a Deed by)
GARY RONALD CAIN)
in the presence of:-)

GR Cain

Name

Address

David G Thomas
18 Seven Street
Welshpool
Powts

Occupation

Scraper

SIGNED as a Deed by)
JOY RUTH CAIN)
in the presence of:-)

Joy Cain .

Name

Address

David G Thomas
18 Seven Street
Welshpool .
Powts

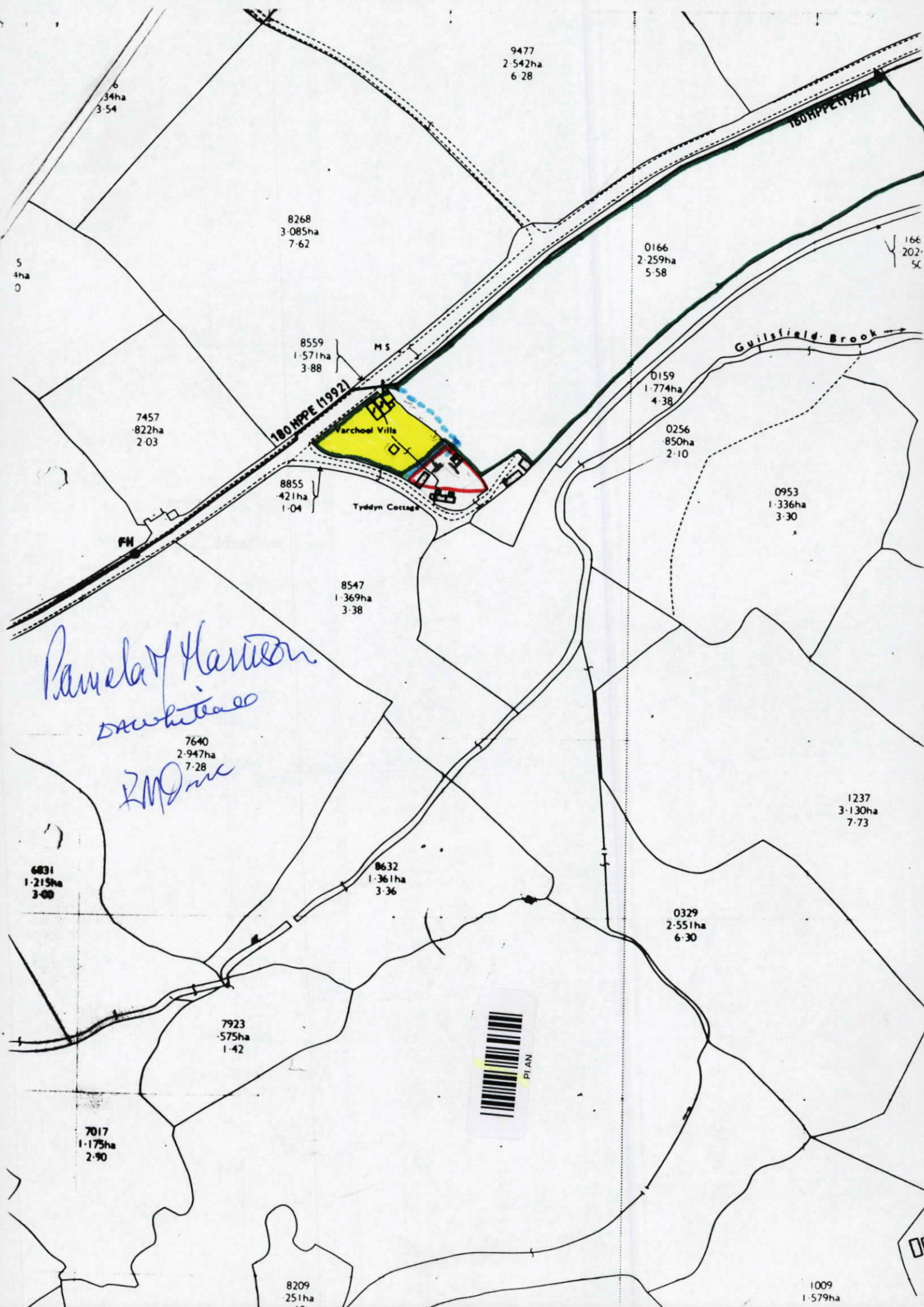
Occupation

Scraper

RR File

WA

859757



Pamela Harrison
Dawkins
RMD



These are the notes referred to on the following official copy

Title Number CYM527082

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.

DATED 16 March 2008

DEIRDRE ANN WHITTALL and PAMELA MARGARET HARRISON

and

STEVEN VICTOR GITTINS



DEED OF GRANT



Relating to land at Tyddyn Wharf Guilsfield Welshpool

Certified a true and complete
copy of the original.

Wace Morgan

WACE MORGAN SOLICITORS
2 Belmont, Shrewsbury

Wace Morgan
Solicitors
2 Belmont
Shrewsbury
SY1 1TD
ZDO/Whittall/ easement

THIS DEED OF GRANT is made the 16 day of March Two thousand and ~~five~~ ^{nine} **BETWEEN:-**

1. **DEIRDRE ANN WHITTALL** of Mill House Allscott Telford Shropshire TF6 5EE and **PAMELA MARGARET HARRISON** of Blue Hills Montford Bridge Shrewsbury Shropshire ("the Owner") and
2. **STEVEN VICTOR GITTINS** c/o Meadway 13 Fairview Avenue Guilsfield Welshpool Powys SY21 9NE ("the Grantee")

WHEREAS: -

- (1) The Grantee requires to construct a water pipe the approximate position of which is shown on the plan annexed hereto and labelled "plan 1" ("Plan 1") by a blue line
- (2) The Owner is seised in possession of the freehold interest in the land ("the Owner's Land") described in the First Schedule below
- (3) The Owner has for the consideration mentioned below agreed to grant to the Grantee out of the Owner's Land for the benefit of the land in the freehold ownership of the Grantee registered at H M Land Registry under Title Numbers CYM293106, CYM331448 and CYM40971 described in the Second Schedule below ("the Grantee's Land") the rights details of which are set out in the Third Schedule below ("the Rights")

NOW THIS DEED WITNESSETH as follows: -

1. INTERPRETATION

In this Deed:-

- 1.1 "the Owner's Land" means each and every part of the Owner's Land
- 1.2 "the Grantee's Land" means each and every part of the Grantee's Land
- 1.3 "the Owner" and "the Grantee" include the successors in title of the Owner and the Grantee respectively and in the case of an individual or individuals their respective

estates and effects and the last survivor of them and that survivor's estate and effects as the case may be and persons deriving title under the Owner and the Grantee respectively

- 1.4 “the Surveyor” means any person or firm from time to time appointed by the Owner to perform any of the functions of the Surveyor under this Deed
- 1.5 “the Water Pipe” means a water pipe the approximate position of which is marked on Plan 1 by a blue line
- 1.6 “the Easement Strip” means the strip of land being part of the Owner’s Land to a lateral distance of one metre on each side of the Water Pipe
- 1.7 “the Works” means to survey construct and lay the Water Pipe in the Easement Strip such Water Pipe not to exceed thirty two millimetres nominal diameter
- 1.8 where any party comprises more than one person the obligations and liabilities of that party under this Deed shall be joint and several obligations and liabilities of those persons
- 1.9 words importing one gender shall be construed as importing any other gender
- 1.10 words importing the singular shall be construed as importing the plural and vice versa
- 1.11 the clause headings do not form part of this Deed and shall not be taken into account in its construction or interpretation
- 1.12 any reference to a clause is to one so numbered in this Deed unless otherwise stated

2. GRANT

In consideration of the sum of Two hundred and ninety four pounds (£294.00) (the receipt of which the Owner acknowledges) the Owner grants the Rights to the Grantee but subject to the observance and performance of the obligations contained in Clause 4 and the conditions contained in Clause 5

3. THE OWNER'S OBLIGATIONS

The Owner for himself and his successors in title covenants with the Grantee so as to bind the Owner's Land into whosoever hands it may come and for the benefit and protection of the Grantee's Land to observe and perform at all times after the date of this Deed the following stipulations and restrictions in relation to the Owner's Land and the Right:-

- 3.1 not to do anything on the Owner's Land which may cause damage contamination or pollution to the Water Pipe or affect its proper and efficient operation

4. THE GRANTEE'S OBLIGATIONS

4.1 The Grantee for himself and his successors in title covenants with the Owner so as to bind the Grantee's Land into whosoever hands it may come and for the benefit of the Owner's Land to observe and perform at all times after the date of this Deed the following stipulations and restrictions in relation to the Grantee's Land:-

- 4.1.1. To carry out the Works in a good and workmanlike manner to the reasonable satisfaction of the appropriate authorities and the Surveyor
- 4.1.2. To pay the costs of the Works
- 4.1.3. To maintain the Water Pipe in good repair and working order and in a watertight condition and if the Grantee shall fail to keep the Water Pipe in good repair and in a water tight condition the Owner may repair the same at the sole cost of the Grantee
- 4.1.4. Not to use or permit or suffer the water supplied to the Grantee's Land pursuant to the Rights to be used for any purpose other than normal domestic purposes for the enjoyment of the private residential property constructed on the Grantee's Land and ancillary uses in connection with private residential use
- 4.1.5. Whenever there are open trenches on the Owner's Land to keep them fenced off with substantial protective fencing on each side of such trenches but within the limits of the Easement Strip
- 4.1.6. Not to erect or place on the Owner's Land any structures (except such temporary

structures as are required in the exercise of the Rights) or any surface works

4.1.7. To maintain the Water Pipe with a minimum cover of one metre of soil from original ground level to the top of the Water Pipe and from time to time to make good and correct any subsidence of soil

4.1.8. Not to alter or divert any part of the Water Pipe

4.1.9. Not to cause unnecessary damage to the Owner's Land in the exercise of the Rights and to make good as soon as possible to the reasonable satisfaction of the Owner any damage actually occasioned or pay on demand reasonable compensation for any damage not made good

4.1.10. Not to transfer or grant a lease of any part of the Grantee's Land except to a person who has first executed a deed of covenant expressed to be in favour of the Owner or the Owner's successor in title to the Owner's Land by which that person covenants either:-

4.1.10.1 in the terms set out in clauses 4.1.1 to 4.1.9 above and in the terms set out in the clause or

4.1.10.2 if the Works have been completed in the terms set out in clauses 4.1.3, 4.1.4, 4.1.5, 4.1.6, 4.1.7, 4.1.8 and 4.1.9

4.2. The Rights are granted conditionally on the performance and observance of the Grantee of the covenants and obligations contained in this Clause 4 and may be suspended during such times as the Grantee or his successors in title may be in breach of any of those covenants

5. CONDITIONS IMPOSED ON THE GRANTEE

To pay to the Owner on demand a proportion (to be determined by the Surveyor whose decision shall be final and binding) of the costs incurred by the Owner in the exercise by the Grantee of the Rights in respect of the following: -

- 5.1. in the case of grazing land of the cost to the Owner of making good such land including re-seeding the same and
- 5.2. in the case of arable land of the cost to the Owner of seed fertiliser and cultivations and for the avoidance of doubt in either case to also pay reasonable compensation to the Owner or his successors in title for any damage the Grantee may cause to the Owner's Land that cannot be made good to the reasonable satisfaction of the Owner or his respective successors in title and for any losses incurred by the Owner or his successors in title directly resulting from such damage

6. PROTECTION OF THE RIGHTS

The Owner agrees to the Grantee lodging a caution against first registration in respect of the Owner's Land and registering a Land Charges Class D(ii) under the Land Charges Act 1925 against the Owner's title in order to protect the Rights and to record that the Owner's Land is subject to the restrictive covenant contained in clause 3

7. INDEMNITY

The Grantee covenants with the Owner to indemnify keep the Owner indemnified from and against all and any act loss damage or liability suffered by the Owner in the exercise of the Rights and in the exercise of the Grantee's obligations as set out in Clause 4 above

8. RESERVATION OF RIGHTS AND EXCLUSIVITY

- 8.1 All rights not specifically and expressly included in the Rights are reserved by the Owner
- 8.2 Unless otherwise stated the Rights are not granted exclusively and are granted in common with corresponding rights of the Owner and other persons lawfully entitled to exercise such rights
- 8.3 Without prejudice to the generality of the foregoing there is reserved out of this grant for the benefit of each and every part of the Owner's Land the right at his expense

from time to time upon 3 months prior notice in writing to alter the route of the Water Pipe and to provide lay and connect an alternative water pipe of equivalent quality and capacity over the Owner's Land (in a good and workmanlike manner and causing as little disturbance inconvenience and disruption to the water supply as reasonably possible) and to render unusable remove or fill in and retain the Water Pipe and in the event of any substitution taking place the Rights shall apply to the substituted water pipe in lieu of the Water Pipe and if so required by the Grantee the Owner shall at the Owner's expense enter into a Deed of similar form to this Deed of Grant in respect of the altered route of the Water Pipe and the alternative water pipe

9. PERPETUITIES

It is agreed and declared that the Rights shall be exercisable only if they and their subject matter come into existence within a period of eighty years from the date of this Deed which period is to the perpetuity period applicable to this Deed

10. COSTS

The Grantee shall be responsible for and shall pay the Owner's reasonable legal and surveyor's costs associated with the negotiation preparation and execution of this Deed and anything to be done in pursuance of this Deed

11. ACKNOWLEDGEMENT FOR PRODUCTION

The Owner acknowledges the right of the Grantee to production of the documents specified in the Fourth Schedule below and to delivery of copies of them and undertakes with the Grantee for their safe custody

12. APPLICATION TO THE CHIEF LAND REGISTRAR

The parties apply to the Chief Land Registrar for entry of the following restriction on the register of the title to the Grantee's Land

No disposition of the registered estate (other than a charge) by the proprietor of the registered

estate is to be registered without a certificate signed by the Owner's solicitor or conveyancer that the provisions of clause 4.1.10 of the Deed of Easement dated [] referred to in the Charges Register have been complied with

IN WITNESS whereof the parties have executed this Deed the day and year first before written

THE FIRST SCHEDULE

The Owner's Land

All that freehold land in Guilsfield Welshpool being part of the Owner's Property forming part of Bridge Farm which includes the Easement Strip and being with other property more particularly described in a Deed of Appointment dated 24 June 1996 made between D A Whittall and P M Harrison (1) and R M Orme (2)

THE SECOND SCHEDULE

The Grantee's Land

All that freehold property known as and being Tyddyn Wharf Guilsfield Welshpool Powys shown edged red on the three plans annexed hereto and each labelled "plan 2" ("Plan 2") being registered at H M Land Registry under title numbers CYM293106, CYM331448 and CYM40971

THE THIRD SCHEDULE

The Rights

1. Subject to complying with the obligations in Clause 4.1 the right for the Grantee to enter on the Easement Strip with or without workmen implements machinery vehicles and materials to undertake the Works provided that this right may be exercised only as approved by the local authority or other competent authority from time to time having

jurisdiction provided further that the Grantee must give to the Owner reasonable written notice before exercising this right

2. The right for the Grantee and occupiers for the time being of the Grantee's Land to connect to and to use the Water Pipe for supplying water to the Grantee's Land for normal domestic purposes for the enjoyment of the private residential property constructed on the Grantee's Land and ancillary uses in connection with private residential use
3. On giving at least 48 hours' notice (except in case of emergency when no notice shall be given) the right for the Grantee and occupiers for the time being of the Grantee's Land to enter the Easement Strip with or without workman implements machinery vehicles and materials to inspect clean maintain repair replace or renew the Water Pipe
4. The right of access to the Water Pipe and the Easement Strip over such routes as the Owner from time to time specifies with or without workman implements machinery vehicles and materials

THE FOURTH SCHEDULE

The Documents

Date	Document	Parties
1964	Abstract of the Will Death & Probate	Cecil Arthur Boon
10 February 1964	Assent	Laura Boon (1) Laura Boon (2)
6 May 1995	Death Certificate	Humphrey Cradock Wace

FOR INFORMATION PURPOSES ONLY

26 April 1932	Legal Charge	John Thomas Richards (1) Walter Colley & Mary Jane Colley (2)
1 May 1947	Conveyance	Albert Edward Richards (1) Cecil Arthur Boon Kenneth George Boon William Parker Boon (2)

SIGNED as a DEED

by **DEIRDRE ANN WHITTALL**

in the presence of: -

Witness name

Witness address

Witness occupation

SIGNED as a DEED

by **PAMELA MARGARET HARRISON**

in the presence of: -

Witness name

Witness address

Witness occupation

SIGNED as a DEED

by **STEVEN VICTOR GITTINS**

S V gittins

in the presence of: - *B. SALTER*

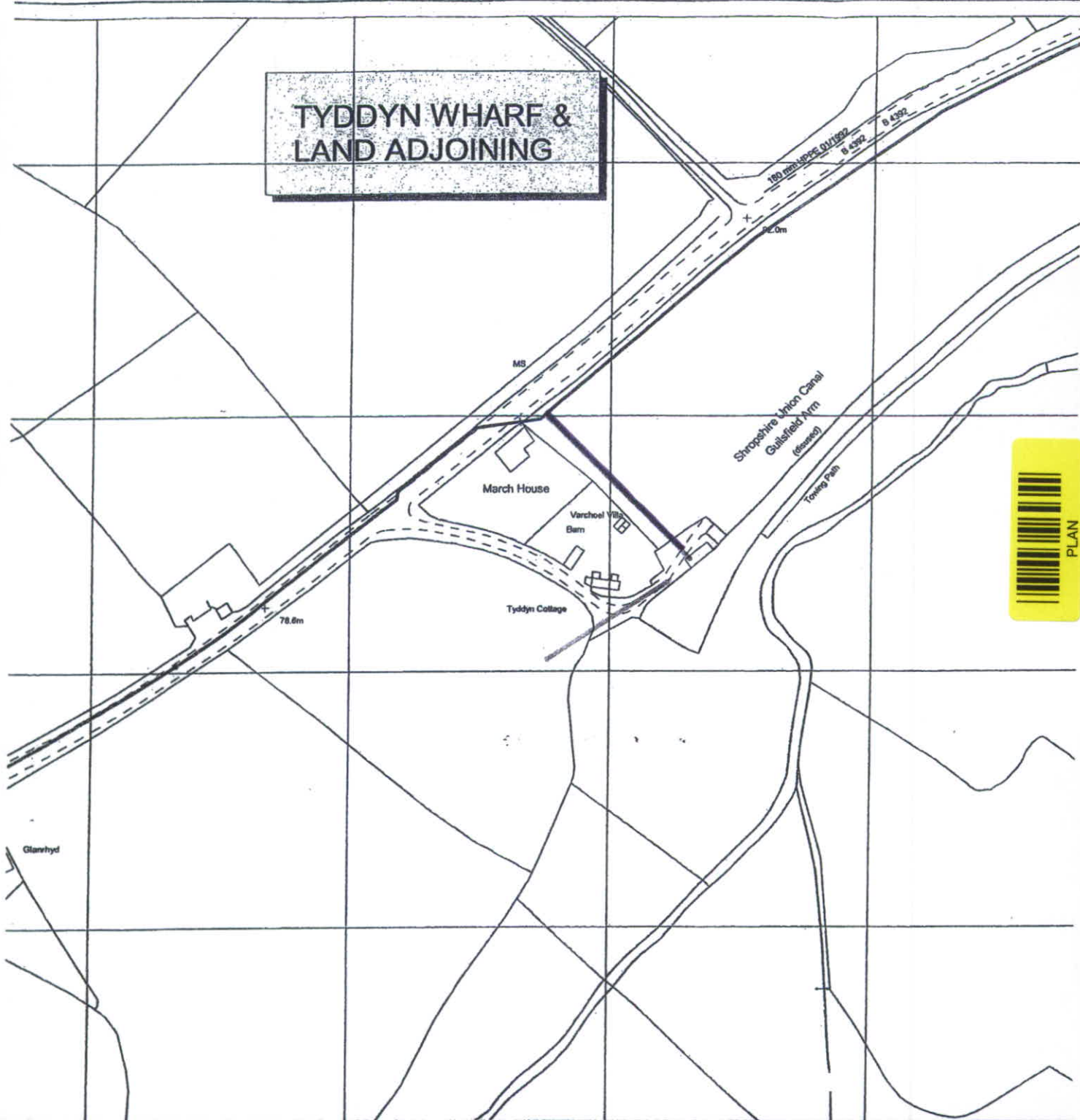
Witness name *B. SALTER*

Witness address *18 SEVERN STREET
WELSHPOOL*

Witness occupation *CLERK*

PLAN 1.

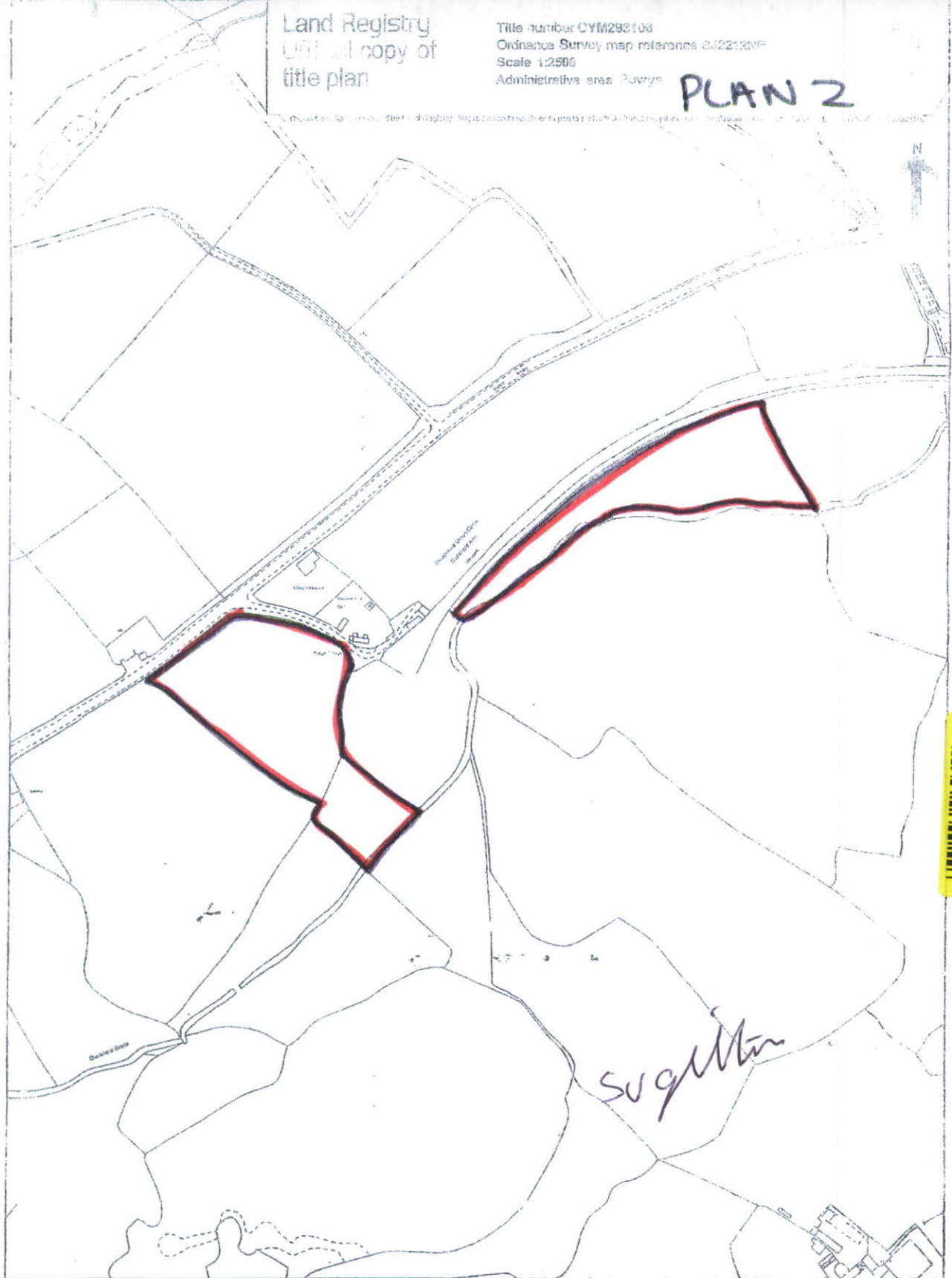
TYDDYN WHARF & LAND ADJOINING



Land Registry
Official copy of
title plan

Title number CYM293108
Ordnance Survey map reference 20221208F
Scale 1:2500
Administrative area Powys

PLAN 2



This official copy issued on 1 February 2008 shows the state of this title plan on 1 February 2006 at 08:19:36. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

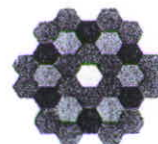
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.

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

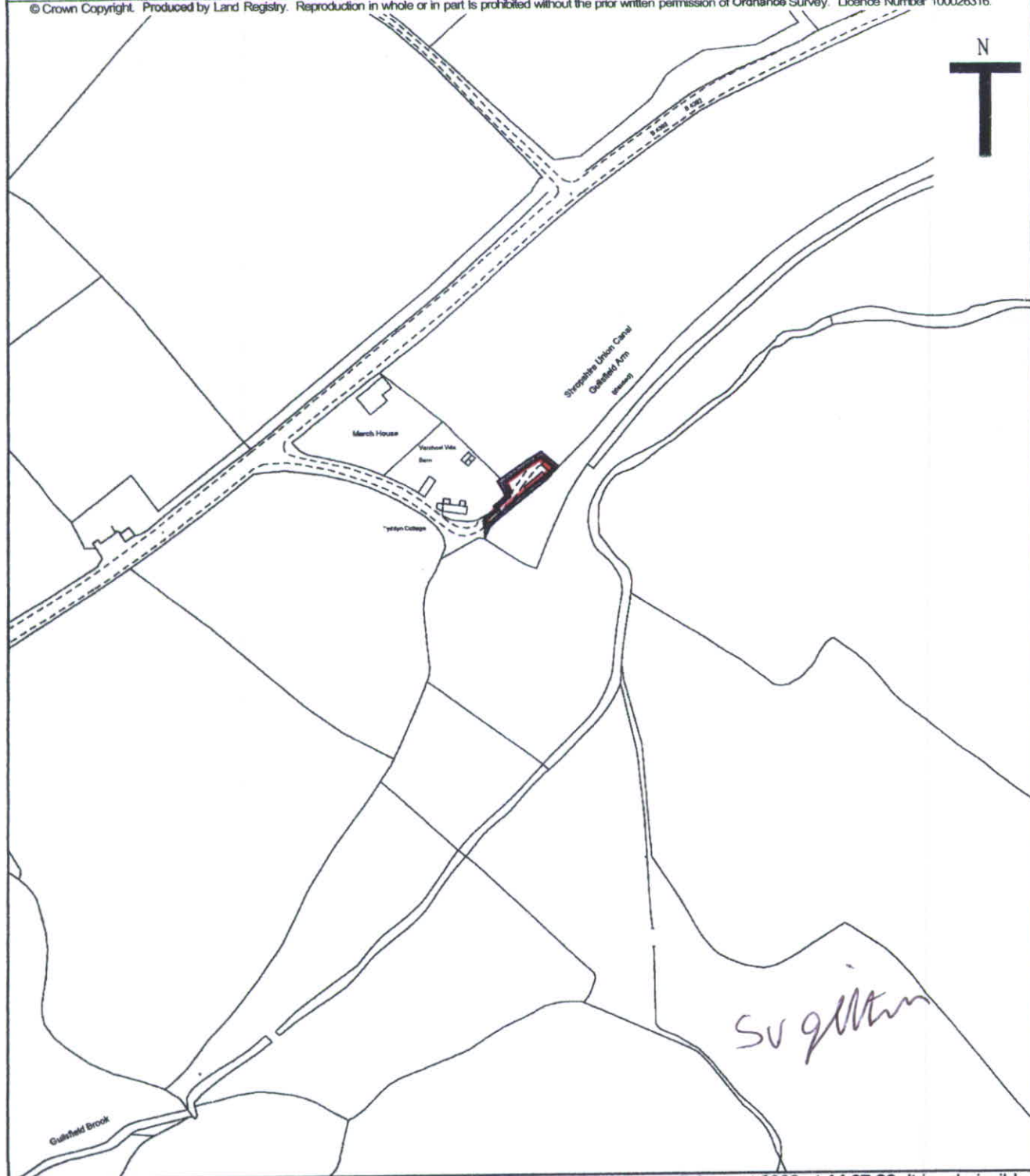
Land Registry
Official copy of
title plan

Title number CYM409791
Ordnance Survey map reference SJ2212NE
Scale 1:2500
Administrative area Powys

PLAN 2.



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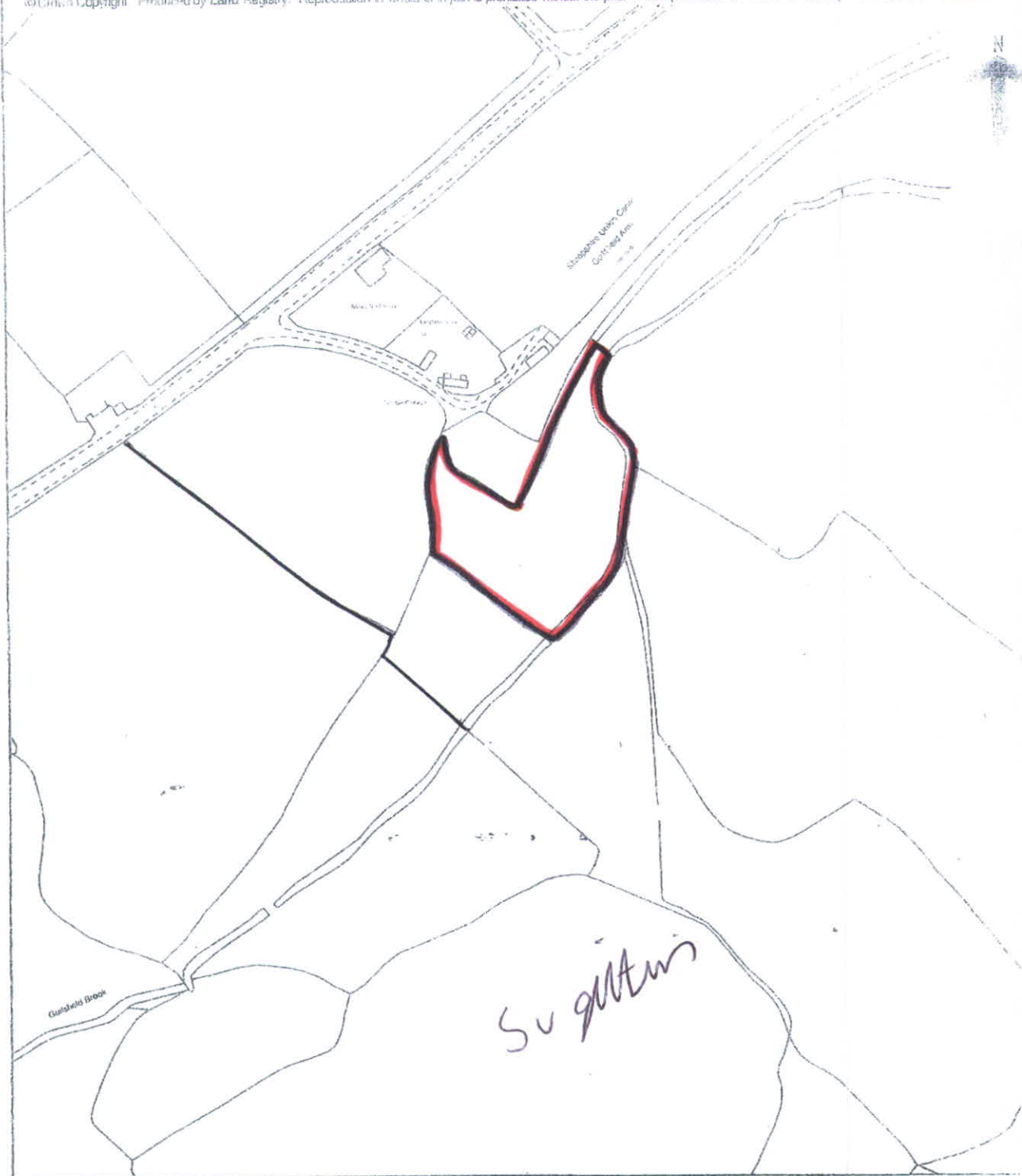


Land Registry
Official copy of
title plan

Title number CYM331448
Ordnance Survey map reference SJ221251
Scale 1:2500
Administrative area Powys

PLAN 2

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try
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.

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: CYM527080
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: ALL THAT piece of land to the north west of the B4392 being part of the land comprised in the Title above mentioned The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: 18 July 2011 DATE
5	Transferor: PAMELA MARGARET HARRISON and ROBERT MICHAEL ORME <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 England and Wales including any prefix:
6	Transferee for entry in the register: JEAN ELIZABETH BALMER <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 England and Wales 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 CANOL GUILDSFIELD WELSHPOOL SY21 9PS

8 The transferor transfers the property to the transferee

9 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures):
Twenty-two Thousand Pounds (£22,000.00)

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

10 The transferor transfers with

☐ full title guarantee

☒ limited title guarantee

except that the words "at the Seller's cost" in Section 2(i) (b) of the Law of Property (Miscellaneous Provisions) Act 1994 ("the Act") shall be replaced by the words "at the Transferee's cost" and for the purpose of Section 6(2) (a) of the Act all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Transferee

11 Declaration of trust. The transferee is more than one person and

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

☐ they are to hold the property on trust:

12 Additional provisions

12.1 Definitions

12.1.1 In this Transfer (unless the context otherwise requires) the following words shall have the following meanings:

"the Plan" means the plan attached hereto

"Property" means the land shown edged red on the Plan and each and every part of it

12.2 Agreements and Declarations

It is agreed and declared as follows:-

12.2.1 The grant or reservation of any rights not hereby granted or reserved shall not be implied by this Transfer

12.2.2 Section 62 of the Law of Property Act 1925 and the rule in Wheeldon v Burrows shall be excluded from this Transfer

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 *Pamela H Harrison*
PAMELA MARGARET HARRISON
in the presence of:-

Witness signature... *F Hill*

Witness name... F HILL

Address... 23 YEW TREE DRIVE
BAYSTON HILL
STREWSBURY 843 0PP

Occupation... ACCOUNTANT

SIGNED as a Deed by the said *Robert Michael Orme*
ROBERT MICHAEL ORME
in the presence of:-

Witness signature... *F Hill*

Witness name... F HILL

Address... 23 YEW TREE DRIVE
BAYSTON HILL
STREWSBURY 843 0PP

Occupation... ACCOUNTANT

SIGNED as a Deed by the said
JEAN ELIZABETH BALMER
in the presence of:-

Witness signature...

Witness name...

Address...

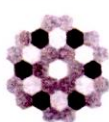
Occupation...

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.



Land Registry
Official copy of
title plan

Title number CYM527080
Ordnance Survey map reference SJ2312NW
Scale 1:2500
Administrative area Powys

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Pamela H. Hutton
LPH

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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 ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.
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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.

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: CYM527080
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: ALL THAT piece of land to the north of the B4392 being part of the land comprised in the Title above mentioned The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: <i>18 July 2011</i>
5	Transferor: PAMELA MARGARET HARRISON and ROBERT MICHAEL ORME <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 England and Wales including any prefix:
6	Transferee for entry in the register: JEAN ELIZABETH BALMER <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 England and Wales including any prefix:

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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
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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 CANOL GUILSFIELD WELSHPOOL POWYS SY21 9PS

8 The transferor transfers the property to the transferee

9 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures):
Seventy-Nine Thousand Pounds (£79,000.00)

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

10 The transferor transfers with

☐ full title guarantee

☒ limited title guarantee

except that the words "at the Seller's cost" in Section 2(i) (b) of the Law of Property (Miscellaneous Provisions) Act 1994 ("the Act") shall be replaced by the words "at the Transferee's cost" and for the purpose of Section 6(2) (a) of the Act all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Transferee

11 Declaration of trust. The transferee is more than one person and

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

☐ they are to hold the property on trust:

12 Additional provisions

12.1 Definitions

12.1.1 In this Transfer (unless the context otherwise requires) the following words shall have the following meanings:

"the Plan" means the plan attached hereto

"Property" means the land shown edged red on the Plan and each and every part of it

12.2 Agreements and Declarations

It is agreed and declared as follows:-

12.2.1 The grant or reservation of any rights not hereby granted or reserved shall not be implied by this Transfer

12.2.2 Section 62 of the Law of Property Act 1925 and the rule in Wheeldon v Burrows shall be excluded from this Transfer

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

Pamela Harrison
SIGNED as a Deed by the said
PAMELA MARGARET HARRISON
in the presence of:-

Witness signature... *F. Hill*

Witness name... *F. Hill*

Address... *23 YEW TREE DRIVE*

Occupation... *BAKSTON HILL*
SHREWSBURY SY3 0PP
ACCOUNTANT

SIGNED as a Deed by the said
ROBERT MICHAEL ORME
in the presence of:-

Witness signature... *F. Hill*

Witness name... *F. Hill*

Address... *23 YEW TREE DRIVE*

Occupation... *BAKSTON HILL*
SHREWSBURY SY3 0PP
ACCOUNTANT

SIGNED as a Deed by the said
JEAN ELIZABETH BALMER
in the presence of:-

Witness signature...

Witness name...

Address...

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.

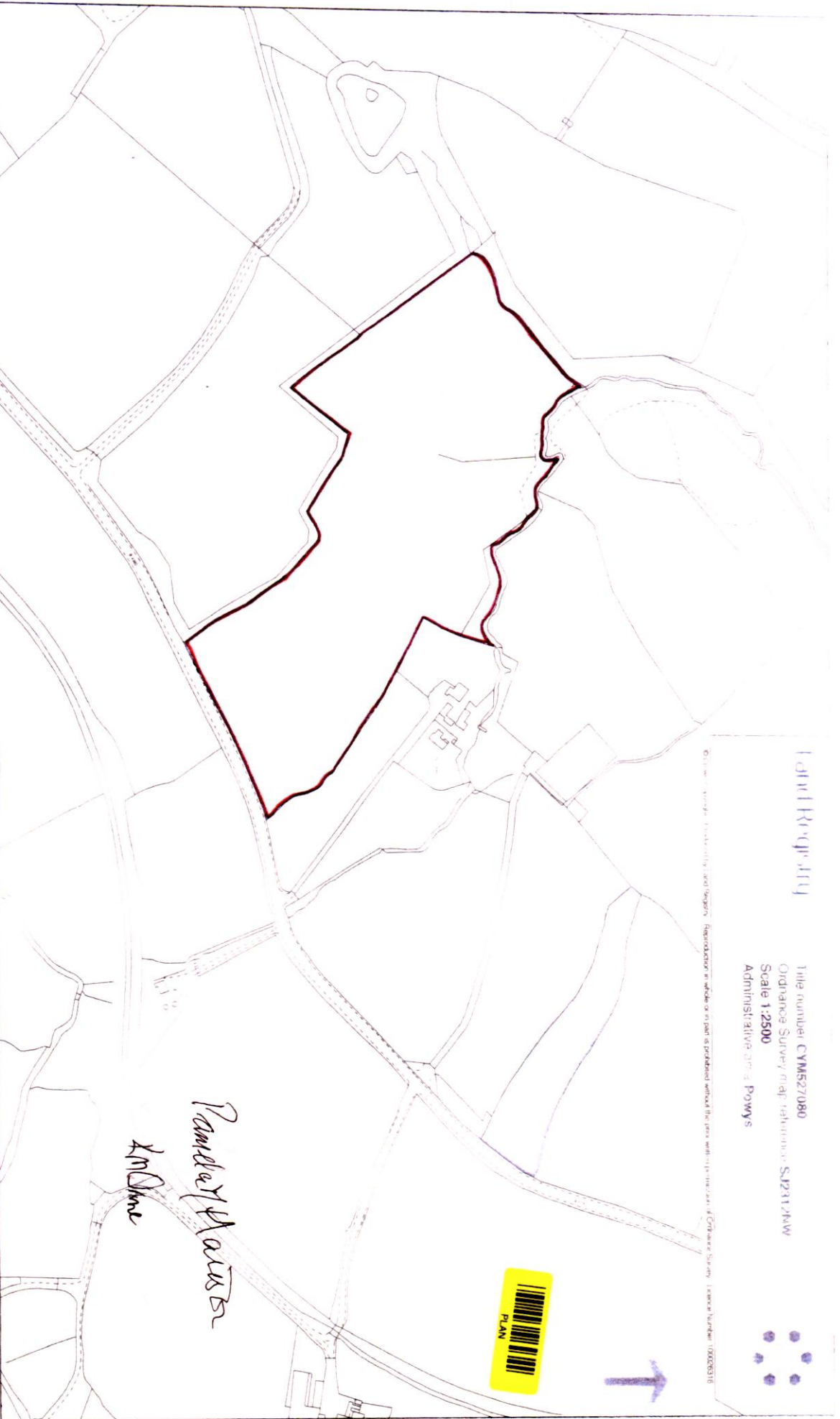
Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply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

Land Registry

Title number CYM527080
Ordnance Survey map reference SJ2312NW
Scale 1:2500
Administrative area Powys



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This official copy issued on 26 May 2011 shows the state of this title plan on 26 May 2011 at 10:16:34. It is 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 taken between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.
This title is dealt with by Land Registry, Wales Office.