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Title Number HE40436

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(A)

This Deed

OF GRANT is made

the 20th day of March 1996 BETWEEN
(1) MARION MARGARETTA ROBERTS and MINNIE IRENE BUFTON both
of The Stocks Woonton Hereford ("the Owners") and (2) PAUL
GRAHAM NORRIS- BUFTON of The Granary The Stocks Woonton
Hereford ("the Grantee")

WHEREAS :-

(1) The Owners are seised in possession of the freehold
interest in the property ("the Owners' Land") described in the
First Schedule below and shown for the purposes of
identification only edged red on the plan annexed to this
deed ("the Plan") free from incumbrances

(2) The Grantee is seised in possession of the freehold
interest in the property ("the Grantee's Land") described in
the Second Schedule below and shown for the purposes of
identification only edged in blue on the Plan

(3) The Owners have for the consideration mentioned below
agreed to grant the Grantee out of the Owners' Land for the
benefit of the land in the freehold ownership of the Grantee
described in the Second Schedule below ("the Grantee's Land")
the right details of which are set out in the Third Schedule
below ("the Rights")

NOW THIS DEED WITNESSES as follows :-

1. Interpretation

In this deed

1.1 "The Owners' Land" means each and every part of the Owners'
Land

Photo
Copy



1.2 "The Grantee's Land" means each and every part of the Grantee's Land

1.3 "The Owners" and "the Grantee" include the successors in title of the Owners 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 Owners and the Grantee respectively

1.4 "The Easement Land" means that part of the Owners' Land described in the Third Schedule below over which the Rights are to be exercised

2. Grant

In consideration of One Pound (£1) (receipt of which the Owners acknowledge) the Owners grant the Rights to the Grantee with full title guarantee to hold to the Grantee in fee simple

3. The Owners' obligations

The Owners for themselves and their successors in title covenant with the Grantee so as to bind the Owners' 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 Owners' Land and the Rights

3.1 Not to obstruct or in any way interfere with any of the Rights

3.2 Not to erect or otherwise place or permit to be erected or placed in or upon the Easement Land or within three feet of any pipes sewers or septic tank installed by the Grantee

under the Owners' Land pursuant to the Rights any building structure wall or apparatus

3.3 Not to deposit or allow to be deposited on any part of the Easement Land any soil waste rubbish or refuse that would materially increase the cost of gaining all proper and necessary access to the Easement Land

3.4 To permit the Grantee the full exercise of the Rights without any interruption or interference

3.5 Not to do or permit the doing of any act whether of a temporary or permanent nature that may interfere with or restrict or in any way prevent or prejudice the full and free exercise by the Grantee of the Rights

3.6 Not to do or permit the doing of any act whether of a temporary or permanent nature that in any way damages weakens or endangers the pipes sewers and septic tank or that has the direct or indirect effect of withdrawing support from it

3.7 Not to do or permit the doing of any act whether of a temporary or permanent nature that in its effect degrades or otherwise lowers the existing ground cover over the Easement Land

4. The Grantee's obligations

The Grantee for himself and his successors in title covenants with the Owners and each of them so as to bind the Grantee's Land into whosoever hands it may come and for the benefit of the Owners' 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 To act carefully and reasonably and cause (and ensure that those exercising the Rights on his behalf cause) as little damage as possible to the Easement Land and to any part or parts of the Owners' Land and as little disturbance and inconvenience as possible to the occupiers for the time being of the Easement Land and the Owners' Land

4.2 To immediately make good any damage caused to the Easement Land and any neighbouring land of the Owners directly or indirectly by the exercise of the Rights and to pay to the Owners and any tenant or occupier of land affected by any such damage full compensation for damage not capable of being made good (including compensation for any damage caused to crops whether or not belonging to the Owners)

5. Indemnity

The Grantee covenants with the Owners and each of them to keep the Owners indemnified from and against any act loss damage or liability suffered by the Owners in the exercise of the Rights SAVE THAT the Grantee shall not be personally liable in respect of a breach of the provisions of this deed occurring after he shall have parted with his interest in the Grantee's Land

6. Reservations of Rights and exclusivity

6.1 All rights not specifically and expressly included in the Rights are reserved to the Owners

6.2 Unless otherwise stated the Rights are not granted exclusively and are granted in common with corresponding

rights of the Owners and other persons lawfully entitled to exercise such Rights

7. 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 be the perpetuity period applicable to this deed

8. Acknowledgment for production

The Owners acknowledge the right of the Grantee to production of the documents specified in the Fourth Schedule below and to delivery of copies of them subject to the Grantee paying the Owners' reasonable copying charges in respect of them and undertake with the Grantee for their safe custody

9. Certificate of value

It is certified that the transaction effected by this deed 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 Sixty Thousand Pounds (£60,000)

10. Headings

The clause headings do not form part of this deed and are not to be taken into account in its constructions or interpretation

IN WITNESS of which the parties have executed this deed the day and year first above written

THE FIRST SCHEDULE

The Owners' Land

PART I

ALL THAT farm house farm and land known as The Stocks or Lower Stocks Woonton Hereford and Worcester containing 44.741 acres or thereabouts more particularly described in Part II of this Schedule

PART II

<u>Ordnance Survey Numbers</u>	<u>Acreage</u>
Part 6678	5.216
7269	0.450
7059	2.864
8100	5.780
0006	10.215
8281	4.609
7968	4.799
9468	5.419
0774	5.389
	<u>44.741</u>

THE SECOND SCHEDULE

The Grantee's Land

ALL THAT piece of land containing 0.114 of an acre or thereabouts formerly part of The Stocks or Lower Stocks Woonton Hereford and Worcester comprising parts of Ordnance Survey parcels number 466 and 467 on the Ordnance Survey Map shown for the purpose of identification only edged blue on the Plan as described in the Conveyance dated the 21st day of June 1990 and made between (1) the Owners and (2) the Grantee

THE THIRD SCHEDULE

The Rights

1. The right for the Grantee and his successors in title the owners and occupiers for the time being of the Grantee's Land

1.1 at the Grantee's expense to install a water pipe under the Owners' Land along the route shown by a yellow line on the Plan and afterwards to maintain and use the pipe for the purposes of providing a supply of water to the Grantee's Land and together with the right at any time with or without machinery to enter upon the Owners' Land for the purpose of installing the said pipe and thereafter for the purpose of inspecting cleaning maintaining repairing or renewing the pipe

1.2 at the Grantee's expense to install pipes sewers septic tank and a manhole inspection pit including soakaway pipes under the Owners' Land in the position shown by the green line on the Plan and afterwards to drain sewage water and soil from the Grantee's Land through soil pipes and sewers into and out of the septic tank and manhole to be installed at the Grantee's expense in the positions marked 'S' and 'M' respectively on the Plan in accordance with and subject to the approval of the Local Authority provided that those rights may be exercised only as approved by the Local Authority or any other competent Authority from time to time having jurisdiction in this respect and together with the right at any time with or without machinery to enter upon the Owners' Land for the purposes of installing the said pipes sewers septic tank manhole and outfall pipes and thereafter for the purposes of inspecting cleaning

maintaining repairing or renewing the same

2. The right for the Grantee or his successors in title the owners or occupiers for the time being of the Grantee's Land or persons authorised by him or them at all times by day or night to pass and repass with or without vehicles to or from the Grantee's Land from or to the adjoining public highway over or along that part of the Owners' Land as shown coloured brown on the Plan for all purposes connected with the use and enjoyment of the Grantee's Land

THE FOURTH SCHEDULE

The documents

<u>Date</u>	<u>Document</u>	<u>Parties</u>
2 Feb. 1942	CONVEYANCE	John Hughes (1) Percy Thomas Roberts (2)
3 Feb. 1942	LEGAL CHARGE (Receipted 21 Dec. 1953)	Percy Thomas Roberts (1) William Price Edwards (2)
5 April 1967	CONVEYANCE	Percy Thomas Roberts (1) Percy Thomas Roberts Marion Margaretta Roberts & Minnie Irene Bufton (2)
15 July 1975	DEATH CERTIFICATE	of Percy Thomas Roberts
21 June 1990	EXAMINED COPY CONVEYANCE	Marion Margaretta Roberts & Minnie Irene Bufton (1) Paul Graham Norris-Bufton (2)
27 April 1995	EXAMINED COPY CONVEYANCE	Marion Margaretta Roberts & Minnie Irene Bufton (1) Wilfred Gwynne Jones and Dorothy Jean Jones (2)

SIGNED as a Deed by the above
named MARION MARGARETTA ROBERTS
in the presence of :-

G M Tomkins
Witness Name MRS G M TOMKINS
Address 22 WHITTON WAY
HIREFORD
Occupation SECRETARY

P. M. Roberts

SIGNED as a Deed by the above)
named MINNIE IRENE BUFTON }
in the presence of :-

M. J. Bufton

G M Tomkins

Witness Name MRS G M TOMKINS

Address 22 WHITBURN WAY

HEREFORD

Occupation SECRETARY.

SIGNED as a Deed by the above
named PAUL GRAHAM NORRIS-BUFTON
in the presence of :-

[Signature]

G M Tomkins

Witness Name MRS G M TOMKINS

Address 22 WHITBURN WAY

HEREFORD

Occupation SECRETARY.

