These are the notes referred to on the following official copy

Title Number HE41794

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H.M. LAND REGISTRY LAND REGISTRATION ACTS 1925 TO 1986

TELFORD LR 12 DEC 2001 RECEIVED

County and District:

Herefordshire HW141282

Title Number:

Property:

1 to 12 The White House, Church Street, Kington.

Date: 21 February 2007

1. In this deed:

> 1.1 "the Owner's land" means the land comprised in the title above referred to:

1.2 "the Owner" means Marches Housing Association Limited (formerly "Leominster Marches Housing Association Limited") the registered proprietor of the owner's land;

"the Rights" means the rights set out in Schedule 1 below; 1.3

1.4 "the Grantee's land" means the land described in Schedule 2 below ("the Grantee's Land");

1.5 "The Grantee" means Derek Guy Cresswell and Jean Elizabeth Cresswell of 21 Church Street Kington Herefordshire the owner of the Grantee's land:

1.6 "the Plan" means the plan annexed to this deed.

2. In consideration of five hundred pounds (£500) (receipt of which is acknowledged) the Owner GRANTS the Rights to the Grantee with full title guarantee in respect of the Grantee's land to hold the Rights to the Grantee in fee simple

3. The Owner so as to bind the Owner's land into whosesoever hands it may come and for the benefit and protection of the Grantee's land COVENANTS for himself and his successors in title to observe and perform at all times after the date of this deed in relation to the Owner's land and the Rights the following stipulation and restriction:

the Owner will ensure that the right of way granted by this deed is not obstructed or impeded.

4. The Grantee so as to bind the Grantee's land into whosesoever hands it may come for the benefit of the Owner's interest in the Owner's land COVENANTS with the Owner for himself and his successors in title to observe and perform at all times after the date of this deed in relation to the Grantee's land the following stipulation and restriction:

the Grantee will ensure that the right of way granted by this deed is not obstructed or impeded





- 5. The Grantee covenants with the Owner to keep the Owner indemnified from and against any acts loss damage or liability suffered by the Owner in the exercise of the Rights
- 6. All rights not specifically and expressly included in the Rights are reserved to the Owner
- 7. 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. It is agreed and declared that the Rights are to be exercisable only if they or their subject matter comes into existence within a period of 80 years from the date of this deed, which period is to be the perpetuity period applicable to this deed
- 9. We Nationwide Syndications Limited of Moulton Park Northampton NN3 1NL as proprietor of the Charge comprised in a Debenture dated 25th March 1994 and registered on 17th May 1994 in the Charges Register of the above title number confirm the grant of the Rights and consent to the entry requested being made in the Charges Register of that title number
- 10. The Owner agrees to ensure that the Charge Certificate relating to his title is lodged at H.M. Land Registry and the Owner applies to the Chief Land Registrar for entry of notice of the Rights in the Charges Register of the above Title
- 11. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or 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)

SCHEDULE 1 ("The Rights")

A right of way on foot only to and from the Grantee's land over the Owner's land to the public highway in Church Street Kington along the route coloured green on the plan

SCHEDULE 2 ("The Grantee's land")

All that land and buildings at 21 Church Street Kington shown coloured blue on the plan

IN WITNESS whereof the parties hereto have signed this document as their deed the day and year first before written

SIGNED as a Deed by DEREK GUY CRESSWELL In the presence of qualle tourson Where sig nance address SIGNED as a Deed By JEAN ELIZABETH CRESSWELL In the presence of. Dim Slan, Goelga JOHNSTON THE COMMON SEAL of MARCHES HOUSING ASSOCIATION Was hereunto affixed In the presence of Chairman Secretary SEAL of NATIONWIDE SYNDICATIONS LTD. Was hereunto affixed In the presence of

