These are the notes referred to on the following official copy

Title Number HE51167

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.

HUMFRYS & SYMONDS solicitors

Land Registry
Transfer of part of registered title(s)

TP1

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

Leave blank if not yet registered.

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

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

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

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

SEQ144

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.

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.

1 Title number(s) out of which the property is transferred:
HE23964 and HE23965

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

3 Property:

Land at Whitehouse, Staunton on Wye, Hereford, HR4 7LR

The property is identified

☒ on the attached plan and shown: edged red

☐ on the title plan(s) of the above titles and shown:

4 Date: 23 May 2014

5 Transferor:
KATHLEEN MURIEL JENKINS

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

6 Transferee for entry in the register:

WILLIAM TERRY HICKS AND JAMES JOHN HICKS
For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

7 Transferee's intended address(es) for service for entry in the register:

Second Floor Offices, 46 Bridge Street, Hereford, HR4 9DG

This official copy is incomplete without the preceding notes page.

8 The transferor transfers the property to the transferee

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.

9 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures): One Hundred and Forty Eight Thousand Pounds (£148,000.00)

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

☐ Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

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

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:

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:
- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to Land Registry's Public Guide *18 – Joint property ownership* and Practice Guide *24 – Private trusts of land* for further guidance. These guides are available on our website www.landregistry.gov.uk

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.

12 Additional provisions

12.1 Definitions

'Plan' the plan attached to this Transfer.

'Driveway' the driveway on the Retained Land shown coloured brown and cross-hatched in black on the Plan.

The Retained Land is the land registered with title numbers HE23964 and HE23965 excluding the Property

12.2 Agreement and Declarations

This official copy is incomplete without the preceding notes page.

12.2.1 The transferee shall not by virtue of this transfer acquire or be entitled to any easement or right of light or air which would prejudice the free use or enjoyment of the Retained Land for building or other purposes and that any enjoyment of light or air had by the Transferee from and over the Retained Land shall be deemed to be had by consent of the Transferor

12.2.2 Right of entry granted by this Transfer include the right to enter with workmen, machinery and equipment

12.2.3 The boundaries between the Property and the Retained Land to the south and to the west of the Property and any features now or in the future constructed on them shall belong to and be repaired and maintained by the Transferee.

12.2.4 The boundary between the Property and the Retained Land to the north of the Property and any features now or in the future constructed on it shall belong to the Transferor.

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

12.3 Rights granted for the benefit of the property

1. A right of way with or without vehicles for all purposes in connection with the construction and subsequent use of the property for two units for residential occupation at all times over and along the Driveway subject to payment to the Transferor or its successors in title of a fair proportion according to user of the proper and reasonable costs incurred by the Transferor in complying with the obligation at clause 12.6(a)

2. The right of passage of water, soil, electricity, gas and other appropriate services through the pipes, wires, cables, drains and other conducting media now laid or to be laid within the retained land.

3. To enter onto the Retained Land for the purposes of laying, maintaining, replacing and inspecting electricity cables along the route shown by a broken orange line on the Plan, telephone cables (including fibre optic broadband cables) along the route shown by a broken mauve line on the Plan, mains water pipes along the route shown by a broken blue line on the Plan and pipes for the purposes of foul drainage from the Property along the route shown by a broken brown line on the Plan and such other pipes, cables and other conducting media in a position to be agreed with the Transferor subject to the Transferee and its successors in title making good all damage which may be done in the exercise of such rights

4. The right to enter on to the Retained Land to carry out maintenance and repairs to the Driveway in the event that the Transferor or its successors in title fail to comply with the obligation at clause 12.6a

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

12.4 Rights reserved for the benefit of other land

NONE

This official copy is incomplete without the preceding notes page.

Include words of covenant.

Restrictive covenants by the transferee

12.5 The Transferee on behalf of itself and its successors in title to the Property covenants with the Transferor for the benefit of the Transferor and its successors in title to the Retained Land not to obstruct or permit or allow any third parties to obstruct the Driveway.

Include words of covenant.

Restrictive covenants by the transferor

12.6 The Transferor on behalf of itself and its successors in title to the Retained Land covenants with the Transferee for the benefit of the Transferee and its successors in title to the Property not to obstruct or to permit or allow any third parties to obstruct the Driveway.

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

Other

12.7 Positive Covenant by the Transferor

The Transferor on behalf of itself and its successors in title to the Retained Land covenant ith the Transferee as follows:-

a. Subject to payment of the contribution referred to at clause 12.3.1 to maintain in good repair and condition and to keep clean and tidy the Driveway

b. Not to dispose of the whole or any part of the Retained Land without first procuring that the disponee covenants (and if more than one jointly and severally) with the rtransferee and for the benefit of the owner or owners for the timebeing of the Property to observe and perform the covenants in this clause 12.7 (including this subclause 12.7(b))

12.8 Land Registry Restriction

The Transferor and the Transferee request the Land Registry to enter into the Proprietorship Register of the Retained Land a restriction referring to this Transfer in the following form:

"No disposition of the registered estate (other than a charge) by the proprietors of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the proprietor for the timebeing of the estate registered under title number [ ] (or their conveyancers) that the provisions of clause 12.6/7(b) of a transfer dated [ ] between Kathleen Muriel

d on 13/7/15 under Rule 130
Land Registration Rules 2003
For Chief Land Registrar

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Jenkins (1) and William Terry Hicks and James John Hicks (2) have been complied with"

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.

If there is more than one transferee and panel 11 has been completed, each transferee may also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Land Registry's Public Guide *18 – Joint property ownership* and Practice Guide *24 – Private trusts of land* for further guidance.

13 Execution

Signed as a deed by the said
KATHLEEN MURIEL JENKINS
in the presence of:-

1st Floor St
Hereford
Solicitor

Signed as a deed by the said
WILLIAM TERRY HICKS
In the presence of:-

Harrison Clark Rickerbys
Thorpe House
29 Broad Street
Hereford HR4 9AR
T. 01432 349670
F. 01432 349660

We certify this to be a true copy of the original.
Dated this 3 day of June 2014
Harrison Clark Rickerbys
Hereford HR4 9AR

Signed as a deed by the said
JAMES JOHN HICKS
In the presence of:-

Harrison Clark Rickerbys
Thorpe House
29 Broad Street
Hereford HR4 9AR
T. 01432 349670
F. 01432 349660

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

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

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

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TARMAC DRIVEWAY TO SPECIFICATION STATED OPPOSITE. COST TO BE MET BY VENDOR

TEMPORARY HARDSTANDING FOR CONSTRUCTION ACCESS ONTO SITE. TO BE LAID PRIOR TO COMMENCEMENT OF CONSTRUCTION. COST TO BE MET BY PURCHASER

SITE AREA TO BE SOLD - REMAINING AREA TO BE RETAINED BY VENDOR

PURCHASER'S RIGHT OF WAY

PUBLIC RIGHT OF WAY CODE SY8

FOUL DRAINAGE ROUTE (PROPOSED)

FOUL DRAINAGE ROUTE (EXISTING)

STORM DRAINAGE ROUTE (PROPOSED)

UNDERGROUND ELECTRICITY SUPPLY ROUTE (PROPOSED)

UNDERGROUND BT SUPPLY ROUTE (PROPOSED)

UNDERGROUND WATER SUPPLY ROUTE (PROPOSED)

K.M Jenkins.

VEHICLE ACCESS DRIVEWAY SPECIFICATION
PLANNING CONDITION 8 & 9

VEHICLE CROSSING
25mm Surface Course of nominal 6mm medium graded surface course macadam to BS4987 tables 32 and 33 with bituminous grit brushed in.

60mm Binder Course of nominal 20mm dense bitumen bindercourse macadam to BS4987 tables 15 and 16.

100mm Base Course of nominal 28mm dense bitumen roadbase to BS4987 tables 3 and 4.

100mm Sub Base of granular sub base material (M.4).

Maximum gradient 1 in 8.

PLAN

Rev
A
B
C

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Land Registry

Ordnance Survey map reference **SO3645SE**
Scale **1:500** enlarged from 1:2500

DRAWING Nº L2- F 15 M Jenkins

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SITE AREA TO BE SOLD - REMAINING AREA TO BE RETAINED BY VENDOR

PURCHASER'S RIGHT OF WAY

FOUL DRAINAGE ROUTE

UNDERGROUND ELECTRICITY ROUTE

UNDERGROUND B.T. SUPPLY ROUTE

UNDERGROUND WATER SUPPLY ROUTE

TARMAC DRIVEWAY - COST TO BE MET BY VENDOR

TEMPORARY HARDSTANDING FOR CONSTRUCTION ACCESS - COST TO BE MET BY PURCHASER

PLAN

We certify this to be a true copy of the original.
Dated this 13th day of January 2015
Harrison Clark Rickerbys
Hereford HR4 9AR

N

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