

These are the notes referred to on the following official copy

Title Number SL222547

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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.

1	Title number(s) out of which the property is transferred: SL220798
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: 1 Batchcott, Richards Castle, Ludlow, Shropshire SY8 4EB The property is identified <input checked="" type="checkbox"/> on Plan A and shown: edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: 30th MAY 2013
5	Transferor: TORSTEN EDWIN FJASTAD AS PERSONAL REPRESENTATIVE OF THE LATE LADY VERA MAUD O'BRIEN INCHQUIN <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: IAN THOMAS AND KATHRYN EMMA PEARCE <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:
7	Transferee's intended address(es) for service for entry in the register: 1 Batchcott, Richards Castle, Ludlow, SY8 4EB
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): ONE HUNDRED AND SIXTY SEVEN THOUSAND POUNDS (£167,000.00)

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

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

In this Transfer the following expressions shall have the following meanings:-

"the Act"	:	The Law of Property (Miscellaneous Provisions) Act 1994
"Plan A"	:	the plan attached hereto and marked A
"Plan B"	:	the plan attached hereto and marked B
"the Retained Land"	:	the remaining land within the above mentioned title number part of which is shown edged blue on Plan B excluding the Property
"the Roadway"	:	The access road shown coloured yellow on Plan A
"Septic Tank"	:	The existing septic tank and soakaways and all other ancillary pipes and apparatus in relation thereto located on the Property the approximate position of which is shown marked with a brown square on Plan A
"the Services"	:	Water, soil, effluent, gas, electricity, telecommunications
"Service Conducting Media"	:	Pipes drains sewers (including manholes outfalls all other apparatus and ancillary works) water courses cables and wires used for the transmission of the Services

"Woodcroft" : the Property known as Woodcroft forming part of the Retained Land and shown edged blue on Plan A

12.2 Interpretation

In this deed:-

- 12.2.1 Words importing the masculine gender shall include the feminine and shall also include companies and firms and all such words shall be construed interchangeably
- 12.2.2 Words importing the singular meaning shall where the context so admits include the plural meaning and vice versa
- 12.2.3 Where two or more persons comprise a party to this deed any covenants to be observed and performed by such party shall be deemed to be joint and several
- 12.2.4 Clause headings in this deed are for ease of reference only and shall not be taken into account in the construction or interpretation of this deed
- 12.2.5 References to any party to this deed shall be deemed to include their successors in title
- 12.2.6 References to any statutory provision shall include any modification, extension or re-enactment thereof for the time being in force.

12.3 Rights granted for the benefit of the Property

The Property is transferred together with the benefit of the following rights:-

- 12.3.1 A right for the Transferee and those authorised by him in common with the Transferor and all other persons entitled to the like right to pass and repass with or without vehicles at all times over and along the Roadway for all reasonable purposes in connection with the normal use and enjoyment of the Property subject to the Transferee contributing towards the repair and maintenance thereof in accordance with the covenant contained in clause 12.7.2
- 12.3.2 A right for the Transferee in common with the Transferor and all other persons entitled to the like right to the free and uninterrupted passage and running of the Services to and from the property through over and along the Service Conducting Media that are now laid in over or under the Retained Land for the use and enjoyment of the Property but not for any other purpose subject to the provisions of clause 12.8.2
- 12.3.3 a right for the existing eaves gutters and foundations of the Property to protrude into over or under the Retained Land.
- 12.3.4 all rights of support shelter and protection now enjoyed by the Property from the Retained Land (including the dwellings or other structures erected thereon)

12.4 Rights reserved for the benefit of the Retained Land

There are excepted and reserved out of the Property for the benefit of the Retained Land the following rights:-

- 12.4.1 The right for the Transferor in common with the Transferee to drain foul water and effluent from Woodcroft through the existing drainage and outfall pipe(s) and into the Septic Tank subject to the Transferor contributing towards the repair and maintenance thereof in accordance with the covenant contained in clause 12.6.1
- 12.4.2 the free and uninterrupted passage and running of the Services to and from the Retained Land through the Service Conducting Media that are now laid or at any time may be laid in over or under the Property for use and enjoyment of the Retained Land.
- 12.4.3 the right for the Transferor to enter onto so much as may be necessary of the Property to inspect test repair maintain install renew replace and connect into the Service Conducting Media now laid or to be laid in the future in over or under the Property.
- 12.4.4 a right for the eaves gutters and foundations of any buildings erected or to be erected by the Transferor on the Retained Land to protrude into over or under the Property
- 12.4.5 all rights of support shelter and protection now enjoyed by the Retained Land from the Property (including the dwellings or other structures erected thereon)
- 12.4.6 all other rights easements quasi rights and quasi easements enjoyed in respect of the Retained Land over the Property.

12.5 Restrictive Covenants by the Transferee

The Transferee so as to bind the Property and each and every part thereof into whosoever hands the same may come COVENANTS with the Transferor for the benefit of the Retained Land and each and every part thereof into whosoever hands the same may come to perform and observe the following covenants:-

- 12.5.1 not do anything in or upon or allow anything to remain in or upon the Property that may be or become a nuisance or cause annoyance, disturbance, inconvenience, injury or damage to the owner or occupier for the time being of any part of the Retained Land.
- 12.5.2 not to keep any caravan or vehicle adapted or intended for use as a dwelling or sleeping accommodation on the Property.

12.6 Positive Covenants by the Transferor

The Transferor COVENANTS with the Transferee to perform and observe the following covenants:-

- 12.6.1 together with the Transferee to pay a fair and proportionate sum towards the cost of repair, maintenance, renewal and replacement of the Septic Tank

12.7 Positive Covenants by the Transferee

The Transferee COVENANTS with the Transferor to perform and observe the following covenants:-

- 12.7.1 at all times to repair and maintain all boundaries marked with an inward facing 'T' on the Plan

- 12.7.2 together with all other persons entitled to use and share with the Transferor the Roadway when called upon by the Transferor to pay a fair and proportionate sum towards the cost of repair, maintenance, renewal and replacement of the Roadway.

12.8 Agreement and Declaration

The parties agree and declare as follows:-

- 12.8.1 The Transferee shall not be entitled to any right of light or air or any right or easement (except as expressly granted hereby) which will or might prejudicially affect the free use by the Transferor of the Retained Land or any other adjoining or adjacent land for building or any other purpose and this deed shall be deemed expressly to preclude the grant of any such easement
- 12.8.2 Save as otherwise particularly provided within this deed all matters and things now used or intended to be used and enjoyed in common between the Property and the Retained Land shall continue to be so used and enjoyed and shall be repaired and maintained at the joint and equal expense of the Transferee and any other person entitled to use the same.
- 12.8.3 Any damage caused to the Retained Land or any part thereof by the Transferee in the exercise of any of the rights granted by this deed or by the Transferor in the exercise of any of the rights reserved by this deed shall be made good by the Transferee or the Transferor as appropriate as soon as reasonably practicable and the Transferee or the Transferor as appropriate shall further pay compensation for any irreparable damage so caused
- 12.8.4 Any rights exercisable under this deed shall include the right to enter with or without workmen, material, plant, machinery and vehicles
- 12.8.5 Any rights of entry exercisable under this deed shall only be exercised after the giving of reasonable prior notice being at least 48 hours (except in emergencies)
- 12.8.6 Save as expressly provided under this deed no rights, easements, quasi-easements, privileges, advantages or rights in the nature of easements shall pass for the benefit of the Property over the Retained Land and section 62 of the Law of Property Act 1925 and the rule in *Wheeldon -v- Burrows* are excluded to this extent.

12.9 Transferee's Indemnity Covenant

The Transferee covenants with the Transferor by way of indemnity only henceforth to perform and observe the covenants contained in the Charges Register of the above mentioned title in so far as they relate to the Property and to indemnify the Transferor against any future liability resulting from their future breach or non-observance

12.10 Variations to Title Guarantee

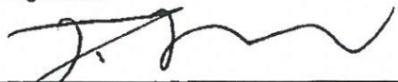
The covenants contained in the Act are varied or modified as follows:-

- 12.10.1 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

- 12.10.2 The covenants implied by Section 2(1)(b) of the Act are varied by the deletion of the words 'at his own cost' and the substitution of the words 'at the cost of the person requiring compliance with this covenant'
- 12.10.3 The covenant implied by Section 3(3) of the Act shall apply so far as it relates to the actions or omissions of the Transferor only to the period since the death of Lady Vera Maud O'Brien Inchiquin

13 Execution

**SIGNED AS A DEED by
TORSTEN EDWIN FJASTAD**
in the presence of

Sign here


Signature of witness



Name (in BLOCK CAPITALS) LYNSEY LATEL

Address LANTON BOWDLER, 12 THE BUSINESS QUARTER
ELO BUSINESS PARK, LUDLOW, SY8 1FD

SIGNED AS A DEED by the IAN THOMAS
in the presence of

Sign here

Signature of witness

Name (in BLOCK CAPITALS)

Address

**SIGNED AS A DEED by KATHRYN EMMA
PEARCE**
in the presence of

Sign here

Signature of witness

Name (in BLOCK CAPITALS)

Address

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.

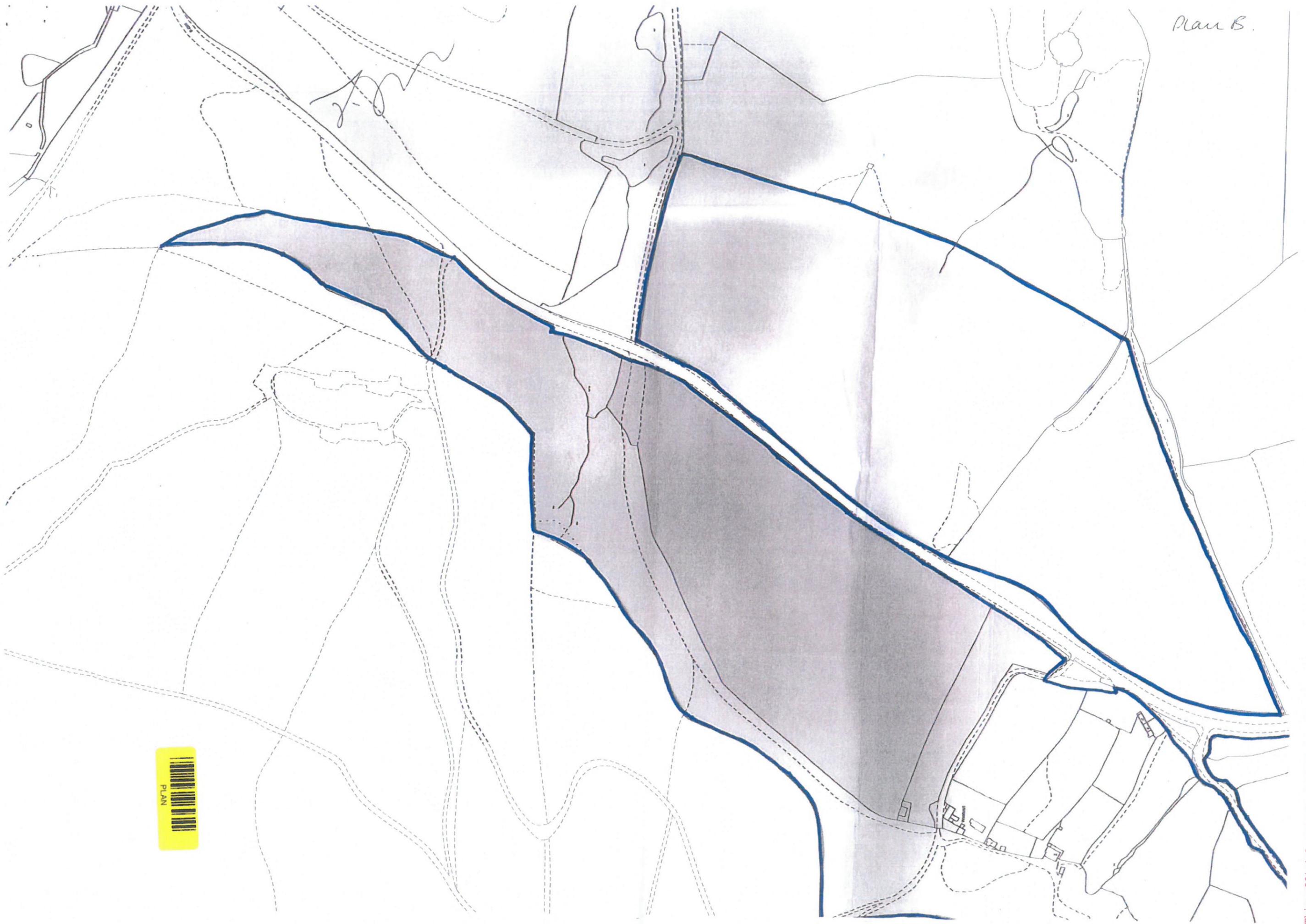
Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

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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Plan B.





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limited title guarantee

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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

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"the Roadway"	:	The access road shown coloured yellow on Plan A
"Septic Tank"	:	The existing septic tank and soakaways and all other ancillary pipes and apparatus in relation thereto located on the Property the approximate position of which is shown marked with a brown square on Plan A
"the Services"	:	Water, soil, effluent, gas, electricity, telecommunications
"Service Conducting Media"	:	Pipes drains sewers (including manholes outfalls all other apparatus and ancillary works) water courses cables and wires used for the transmission of the Services

"Woodcroft" : the Property known as Woodcroft forming part of the Retained Land and shown edged blue on Plan A

12.2 Interpretation

In this deed:-

- 12.2.1 Words importing the masculine gender shall include the feminine and shall also include companies and firms and all such words shall be construed interchangeably
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- 12.3.2 A right for the Transferee in common with the Transferor and all other persons entitled to the like right to the free and uninterrupted passage and running of the Services to and from the property through over and along the Service Conducting Media that are now laid in over or under the Retained Land for the use and enjoyment of the Property but not for any other purpose subject to the provisions of clause 12.8.2
- 12.3.3 a right for the existing eaves gutters and foundations of the Property to protrude into over or under the Retained Land.
- 12.3.4 all rights of support shelter and protection now enjoyed by the Property from the Retained Land (including the dwellings or other structures erected thereon)

12.4 Rights reserved for the benefit of the Retained Land



There are excepted and reserved out of the Property for the benefit of the Retained Land the following rights:-

- 12.4.1 The right for the Transferor in common with the Transferee to drain foul water and effluent from Woodcroft through the existing drainage and outfall pipe(s) and into the Septic Tank subject to the Transferor contributing towards the repair and maintenance thereof in accordance with the covenant contained in clause 12.6.1
- 12.4.2 the free and uninterrupted passage and running of the Services to and from the Retained Land through the Service Conducting Media that are now laid or at any time may be laid in over or under the Property for use and enjoyment of the Retained Land.
- 12.4.3 the right for the Transferor to enter onto so much as may be necessary of the Property to inspect test repair maintain install renew replace and connect into the Service Conducting Media now laid or to be laid in the future in over or under the Property.
- 12.4.4 a right for the eaves gutters and foundations of any buildings erected or to be erected by the Transferor on the Retained Land to protrude into over or under the Property
- 12.4.5 all rights of support shelter and protection now enjoyed by the Retained Land from the Property (including the dwellings or other structures erected thereon)
- 12.4.6 all other rights easements quasi rights and quasi easements enjoyed in respect of the Retained Land over the Property.

12.5 Restrictive Covenants by the Transferee

The Transferee so as to bind the Property and each and every part thereof into whosoever hands the same may come COVENANTS with the Transferor for the benefit of the Retained Land and each and every part thereof into whosoever hands the same may come to perform and observe the following covenants:-

- 12.5.1 not do anything in or upon or allow anything to remain in or upon the Property that may be or become a nuisance or cause annoyance, disturbance, inconvenience, injury or damage to the owner or occupier for the time being of any part of the Retained Land.
- 12.5.2 not to keep any caravan or vehicle adapted or intended for use as a dwelling or sleeping accommodation on the Property.

12.6 Positive Covenants by the Transferor

The Transferor COVENANTS with the Transferee to perform and observe the following covenants:-

- 12.6.1 together with the Transferee to pay a fair and proportionate sum towards the cost of repair, maintenance, renewal and replacement of the Septic Tank

12.7 Positive Covenants by the Transferee

The Transferee COVENANTS with the Transferor to perform and observe the following covenants:-

- 12.7.1 at all times to repair and maintain all boundaries marked with an inward facing 'T' on the Plan

- 12.7.2 together with all other persons entitled to use and share with the Transferor the Roadway when called upon by the Transferor to pay a fair and proportionate sum towards the cost of repair, maintenance, renewal and replacement of the Roadway.

12.8 Agreement and Declaration

The parties agree and declare as follows:-

- 12.8.1 The Transferee shall not be entitled to any right of light or air or any right or easement (except as expressly granted hereby) which will or might prejudicially affect the free use by the Transferor of the Retained Land or any other adjoining or adjacent land for building or any other purpose and this deed shall be deemed expressly to preclude the grant of any such easement
- 12.8.2 Save as otherwise particularly provided within this deed all matters and things now used or intended to be used and enjoyed in common between the Property and the Retained Land shall continue to be so used and enjoyed and shall be repaired and maintained at the joint and equal expense of the Transferee and any other person entitled to use the same.
- 12.8.3 Any damage caused to the Retained Land or any part thereof by the Transferee in the exercise of any of the rights granted by this deed or by the Transferor in the exercise of any of the rights reserved by this deed shall be made good by the Transferee or the Transferor as appropriate as soon as reasonably practicable and the Transferee or the Transferor as appropriate shall further pay compensation for any irreparable damage so caused
- 12.8.4 Any rights exercisable under this deed shall include the right to enter with or without workmen, material, plant, machinery and vehicles
- 12.8.5 Any rights of entry exercisable under this deed shall only be exercised after the giving of reasonable prior notice being at least 48 hours (except in emergencies)
- 12.8.6 Save as expressly provided under this deed no rights, easements, quasi-easements, privileges, advantages or rights in the nature of easements shall pass for the benefit of the Property over the Retained Land and section 62 of the Law of Property Act 1925 and the rule in *Wheeldon –v- Burrows* are excluded to this extent.

12.9 Transferee's Indemnity Covenant

The Transferee covenants with the Transferor by way of indemnity only henceforth to perform and observe the covenants contained in the Charges Register of the above mentioned title in so far as they relate to the Property and to indemnify the Transferor against any future liability resulting from their future breach or non-observance

12.10 Variations to Title Guarantee

The covenants contained in the Act are varied or modified as follows:-

- 12.10.1 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

12.10.2 The covenants implied by Section 2(1)(b) of the Act are varied by the deletion of the words 'at his own cost' and the substitution of the words 'at the cost of the person requiring compliance with this covenant'

12.10.3 The covenant implied by Section 3(3) of the Act shall apply so far as it relates to the actions or omissions of the Transferor only to the period since the death of Lady Vera Maud O'Brien Inchiquin

13 Execution

SIGNED AS A DEED by
TORSTEN EDWIN FJASTAD
in the presence of

Sign here

Signature of witness

Name (in BLOCK CAPITALS)

Address

SIGNED AS A DEED by the IAN THOMAS
in the presence of

Sign here
I. Thomas
IT

Signature of witness *David Thomas Pearce*

Name (in BLOCK CAPITALS) *DAVID THOMAS PEARCE*

Address *GRANVILLE, BROMFIELD ROAD, LUDLOW
SHROPSHIRE SY8 1DW*

SIGNED AS A DEED by KATHRYN EMMA
PEARCE
in the presence of

Sign here
K Pearce
KEP

Signature of witness *G. M. Thomas*

Name (in BLOCK CAPITALS) *GILLIAN M. THOMAS*

Address *THREE ACRES, STOCKINGFIELD,
DILWYN, HEREFORD HR4 8TE*

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.

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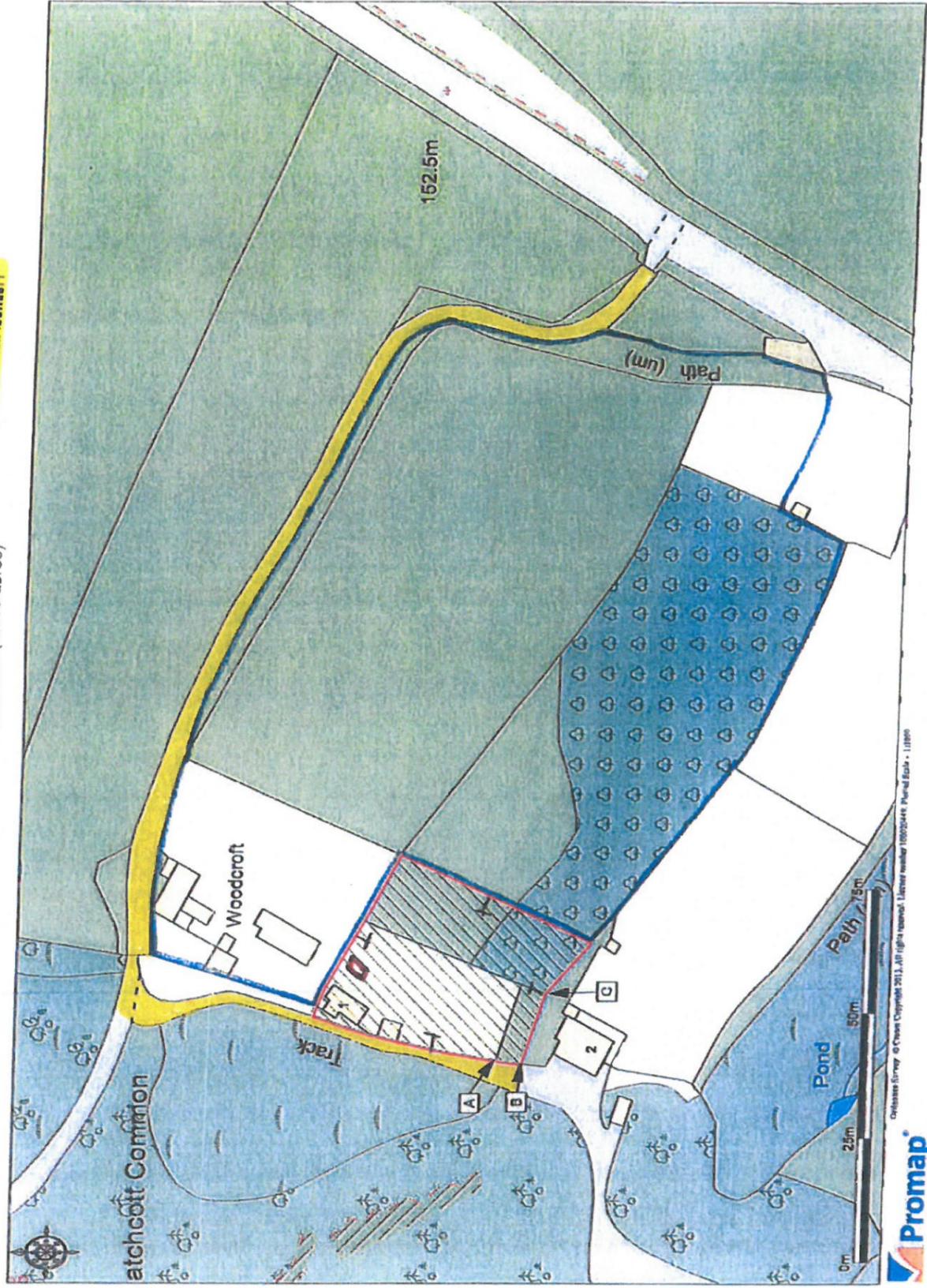
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Plan A



1 Batchcott (0.335 acres)



April 2013



Plan B.



