DATED 20 AUGUST 2002

(1) **COLIN CHARLES ANDREWS**

(2) **DWR CYMRU CYFYNGEDIG**

DEED OF GRANT

relating to properties known as land adjoining South View
Church Road Lyde

EVERSHEDS

Windsor House
Windsor Road
Cardiff CF24 0BE
Tel: 029 2047 1147
Fax: 029 2046 4347

PARTICULARS

Date	20 AUGUST 2002
Grantor	COLIN CHARLES ANDREWS of Broadwood Hall Broadwood Leominster Herefordshire
Grantee	DWR CYMRU CYFYNGEDIG (registered number 2366777) whose registered office is at Plas y Ffynnon Cambrian Way Brecon Powys LD3 7HP.
Plans	The plans attached to this Deed and numbered 1, 2 and 3.
Property	The freehold property known as Glebe Farm Lyde shown edged red on the Plan numbered 1 forming the property comprised in a conveyance dated 5th October 1995 made between (1) the personal representatives of A R B Andrews and (2) the Grantor.
Dominant Land	The freehold property shown coloured Brown on the Plan numbered 2 forming the property comprised in a conveyance dated 26 September 1958 made between (1) John Sirrell Howells and Amalia Howells (1) The Hereford Rural District Council (2).
Premium	£10,000 (Ten thousand pounds)
Right of Way	The accessway shown coloured Brown on plan numbered 3

THIS DEED OF GRANT is made on the date set out in the Particulars

BETWEEN

(1) The Grantor; and

(2) The Grantee.

BACKGROUND

(A) The Grantor is the owner of the Property and the Grantee is the owner of the Dominant Land.

(B) The Grantor and Grantee have agreed to grant the rights and enter into the covenants in this Deed for the benefit of the Dominant Land.

OPERATIVE PROVISIONS

1. **INTERPRETATION**

1.1 In this Deed, the following words and expressions have the following meanings:

"Perpetuity Period"	the period of 80 years from and including the date of this Deed.
"the Planning Acts"	the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990

1.2 In this Deed:

1.2.1 the clause headings do not affect its interpretation;

1.2.2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;

1.2.3 references to any statute or statutory provision include references to:

1.2.3.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom; and

1.2.3.2 any subsequent statutes directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute and also include any orders, regulations, instruments or other subordinate legislation made under that statute;

1.2.4 references to the Property and Dominant Land include any part of them;

1.2.5 "including" means "including, without limitation";

1.2.6 "indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the party receiving the benefit of the indemnity and all costs, damages, expenses, liabilities and losses incurred by that party;

1.2.7 where two or more people form a party to this Deed, the obligations they undertake may be enforced against them all jointly or against each individually; and

1.2.8 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Deed is to be unaffected.

1.3 The Particulars form part of this Deed and words and expressions set out in the Particulars are to be treated as defined terms in this Deed.

1.4 The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. **RIGHTS GRANTED**

The Grantor grants the Grantee the rights over the Property set out in **Schedule 1** for the benefit of the Dominant Land.

3. **RESTRICTIVE COVENANTS**

The Grantee covenants with the Grantor for the benefit of the Property and to bind the Dominant Land that the owners of the Dominant Land will comply with the covenants set out in **Schedule 2**.

4. **STAMP DUTY**

The parties certify 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 aggregate amount or value of the consideration exceeds the sum of £60,000 (Sixty thousand pounds).

5. **EXECUTION**

The Grantor and the Grantee have executed this Deed of Grant as a deed and it is delivered on the date set out in the Particulars.

SCHEDULE 1

Rights granted for the benefit of the Dominant Land

1. **Rights of way**

A right of way in common with the owners of the Property and those authorised by them with or without vehicles over and along the roads shown for identification coloured brown on the Plan numbered 3 at all times connected with the use of the Dominant Land as sewage works. The benefit of this right is subject to the owners of the Dominant Land paying to the owners of the Property 1 a fair and proper proportion according to use of the costs of repairing, maintaining, replacing, renewing, cleaning and lighting the road and paths over which rights are granted by this Deed.

2. **Entry**

2.1.1 The right for the owners of the Dominant Land and those authorised by them to enter and remain upon so much as is necessary of the Property on reasonable prior notice (except in case of emergency) with or without workmen, plant and equipment to repair, maintain, decorate, replace, renew and clean the road referred to in paragraph 1 above.

2.2 The rights of entry granted by this Deed are subject to the owners of the Dominant Land:

2.2.1 causing as little inconvenience as reasonably practicable to the owners of the Property in the exercise of these rights;

2.2.2 except in case of emergency, carrying out any works required in accordance with a programme of works, plans and specifications previously approved by the owners of the Property, such approval not to be unreasonably withheld or delayed;

2.2.3 making good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property;

2.2.4 permitting the owners of the Property to accompany those exercising the rights; and

2.2.5 paying reasonable compensation to any person affected by any damage caused by the exercise of the rights which is not capable of being made good as mentioned above.

3. **Right to vary rights of way**

If at any time the Grantor or his successors in title obtain planning consent for development within the meaning of the Planning Acts over land within the property over which the rights of way granted by this Deed run then the route of the rights of way granted by this Deed may be stopped up or varied by the Grantor with the prior written consent of the Grantee (such consent not to be unreasonably withheld or delayed) upon giving reasonable notice to the Grantee provided that the Grantor provides reasonable adequate alternative rights of way to the Grantee at the sole cost of the Grantor

SCHEDULE 2

Grantee's Restrictive Covenants

1. **Use of the Dominant Land**

1.1 Not to use or permit to use the Dominant Land in a manner which may be or become a nuisance (whether or not amounting to a legal nuisance), annoyance, disturbance or cause damage to the owners of the Property.

1.2 Not to store goods, materials, waste or refuse on any unbuilt parts of the Dominant Land except for refuse kept for collection in dustbins or waste compactors properly required in connection with the use of the Dominant Land.

1.3 **Erection of a new gate**

The Grantee will erect or within three months of the date of this Deed a gate on the point shown by a blue line on the attached plan

1.4 **Construction of stoned access track**

The Grantee will construct a stoned access track which will be 300mm of MOT type 1 stone laid and rolled with a terrain base along the right of way shown coloured brown on the attached plan within 2 years of the date of this Deed

SIGNED as a deed by)
COLIN CHARLES ANDREWS)
in the presence of:)

Witness signature:

Name:

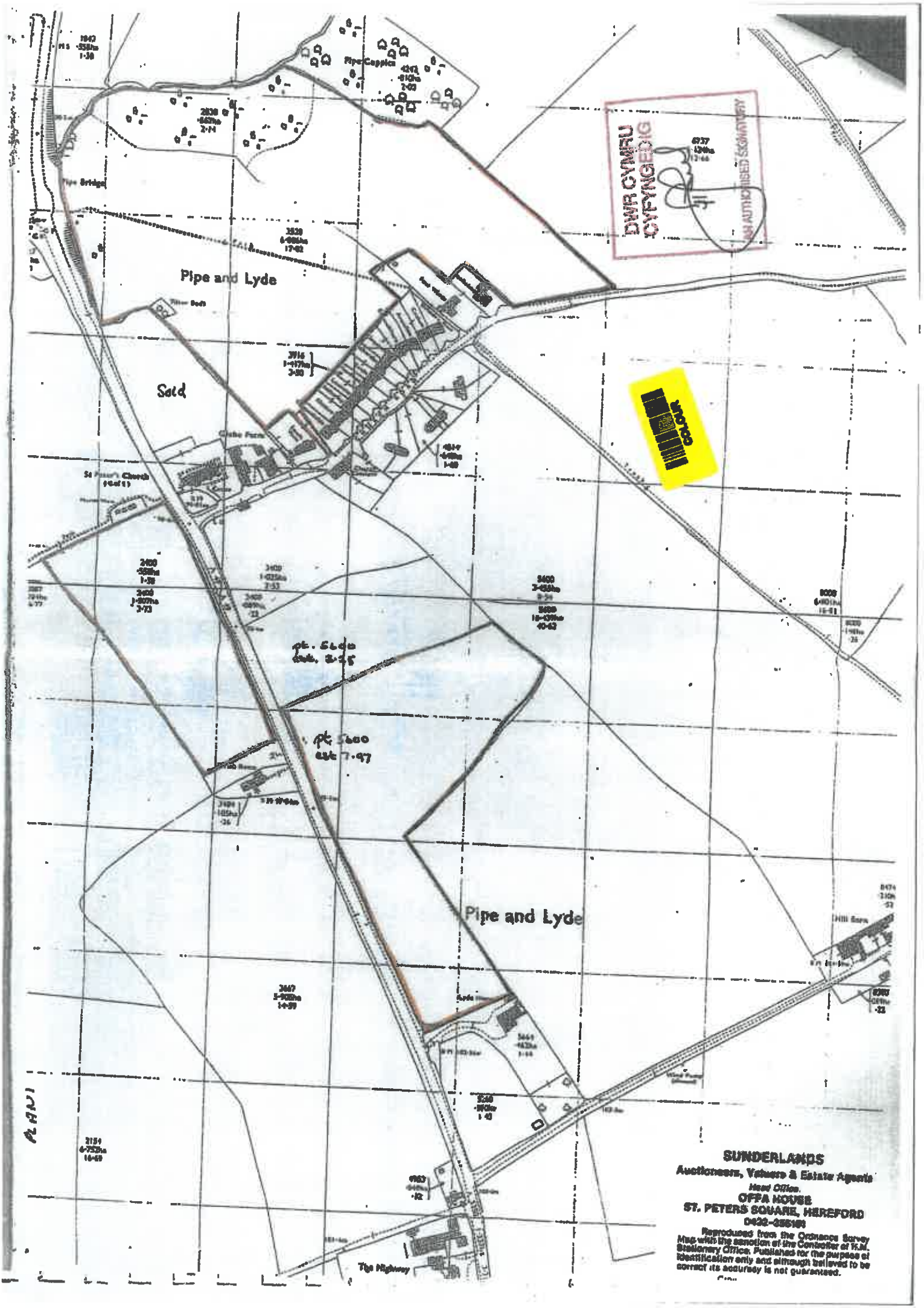
Address:

Occupation:

THE COMMON SEAL of)
DWR CYMRU CYFYNGEDIG)
was affixed in the presence of:)

Authorised Signatory

Authorised Signatory



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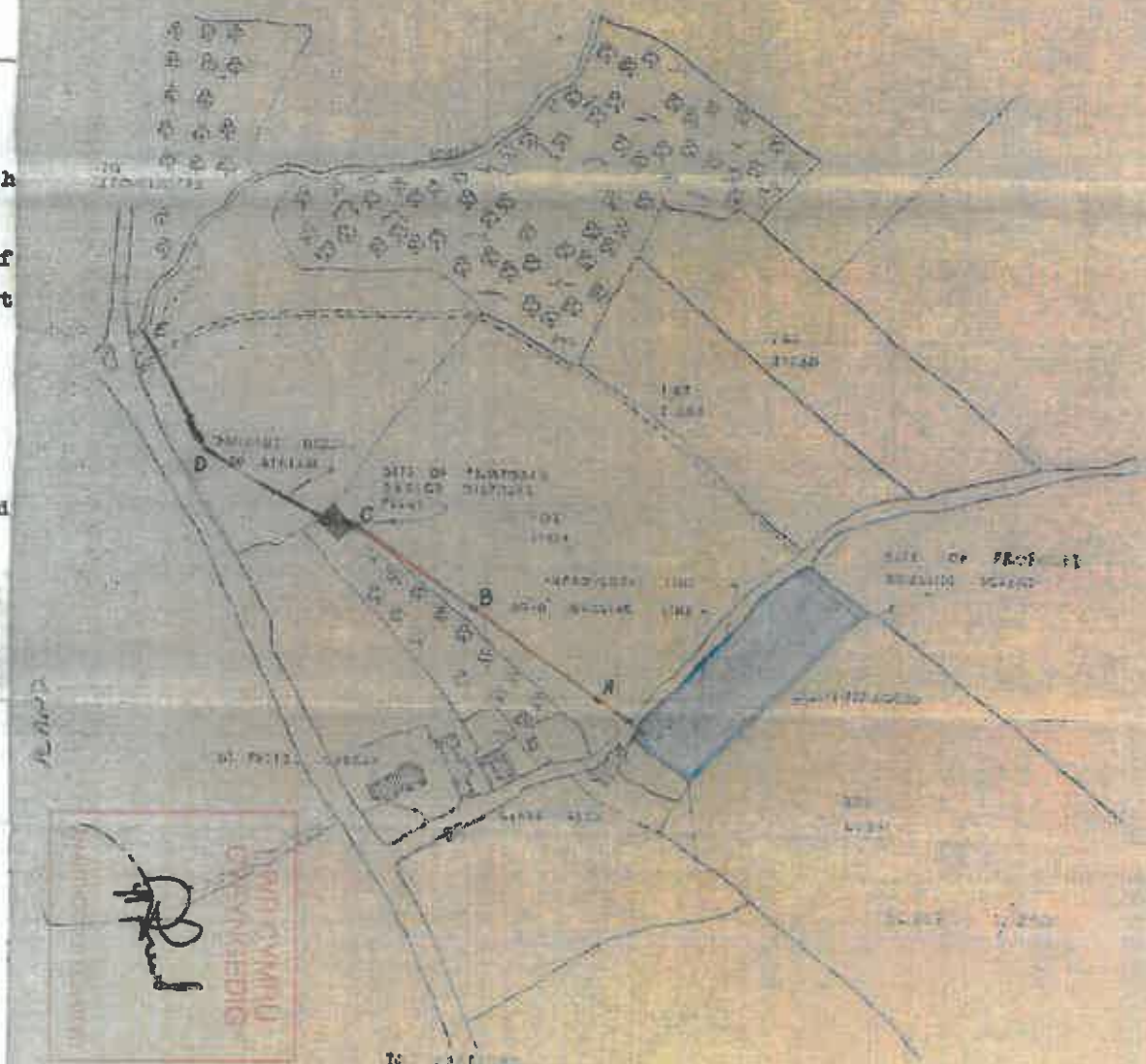
HEREFORD RURAL DISTRICT COUNCIL

PROPOSED HOUSING SITE SITE A LYDE



PLAN REFERRED TO

PLAN 3

Pipe And Lyde WWTW Access Road

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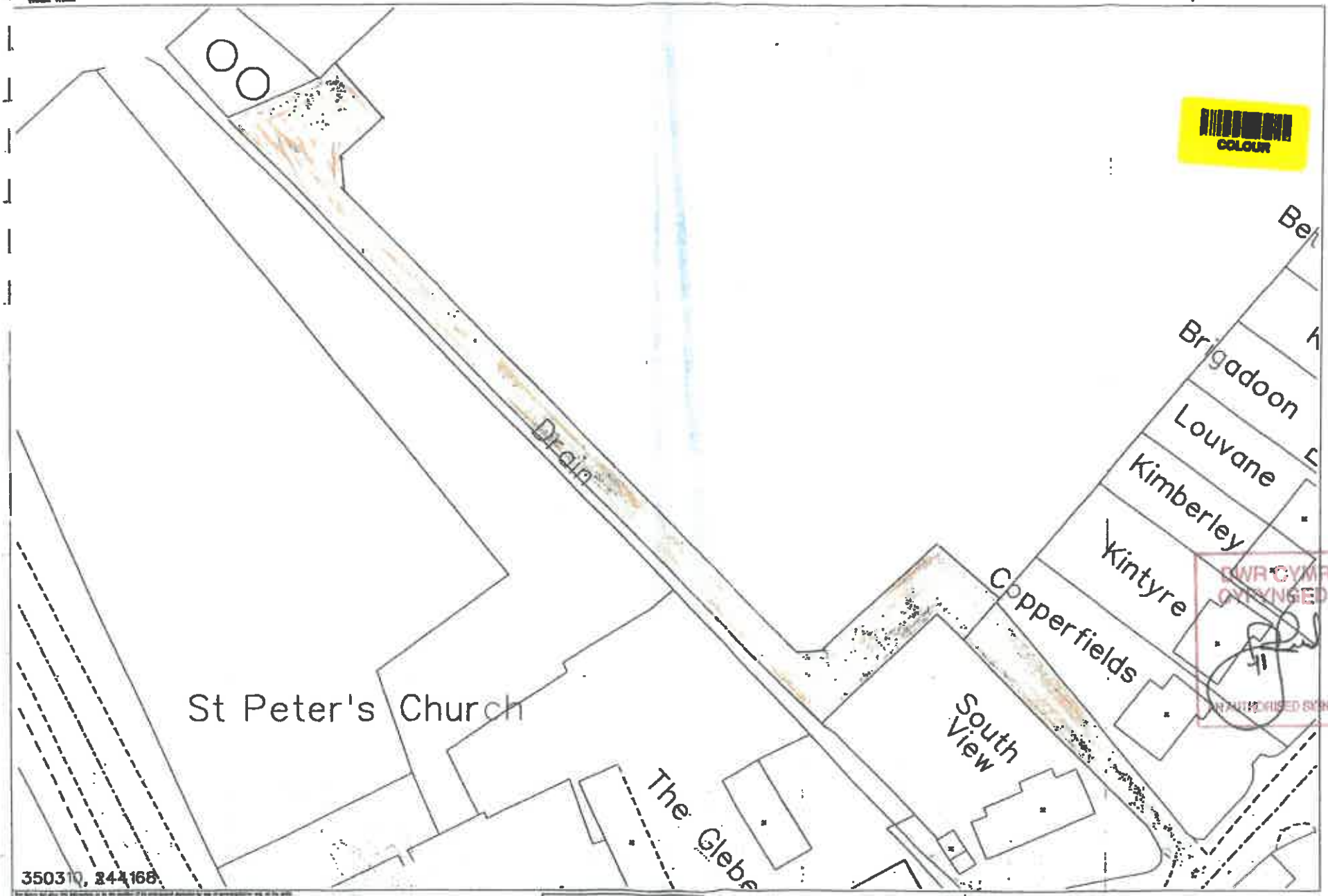
Jun 18 2002



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