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MANSEA DISTRICT LAND REGISTRY  
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DATED

20th October

1997

GLYN IAN MORGAN  
JOHN FRANCIS DRAKE

D E E D   O F   E A S E M E N T

E Ann Davies & Davies  
Solicitors  
18 Castle Street  
Hay-on-Wye  
Hereford  
HR3 5DF



H.M. LAND REGISTRY

TITLE No. <sup>HW120831</sup>  
<sup>HW180837</sup>

H M LAND REGISTRY

NOTICE REGISTERED LAND REGISTRATION ACTS 1925 TO 1986

County and District : Hereford and Worcester : South  
Herefordshire

Title Number : HW106792

The Property : Land at Hinton Peterchurch

County and District : Hereford and Worcester: South  
Herefordshire

Title Number : HW120831

The Property : Hinton Cottage, Peterchurch

Date : 10th June 1997

1. In this Deed:-

1.1 "The Owner's Land" means the land shown edged red on the plan being part of the land comprised in the Title Number HW106792.

1.2 "The Owner" means Glyn Ian Morgan of Hinton Grange Peterchurch in the County of Hereford and Worcester, the registered proprietor of the Owners Land.

1.3 "The Rights" means the Rights set out in Schedule One below.

1.4 "The Obligations" means the Obligations set out in Schedule Three below.

1.5 "The Grantee's Land" means the Land described in Schedule Two below (the Grantee's Land).

1.6 "The Grantee" means John Francis Drake of Hinton Cottage Peterchurch aforesaid the owner of the Grantees Land

1.7 "The Plan" means the Plan annexed to this deed

2. 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 Grantee so as to bind the Grantee's Land into whosoever 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 Obligations.
4. The Grantee covenants with the Owner to keep the Owner indemnified from and against any act loss damage or liabilities suffered by the Owner in exercise of the Rights.
5. All rights not specifically and expressly included in the Rights are reserved to the Owner.
6. The Owner and the Grantee agree to ensure that the Land or Charge Certificate to their respective titles are lodged at H M Land Registry and the Owner and the Grantee apply to the Chief Land Registrar for entry of notice of the Rights in the Charges Register of Title Number HW106792 and for the entry of the Rights in the Property Register of Title Number 120831 as appurtenant to the land in that title.
7. We hereby certify that this instrument falls within category J of the Schedule of the Stamp Duty (Exempt Instruments) Regulations 1987

Schedule One  
The Rights

The Right for the Grantee to continue to convey water from the Grantee's Land through the pipes inspection tank the approximate position of which is marked with an "X" on the Plan and drains situated on the Owner's land with the right to maintain inspect cleanse repair and renew the said pipes drains and tanks and to enter upon the Owner's land for such purposes making good all damage occasioned thereby in exercise of these rights.

Hinton Celesta

Hinton House

Hinton Cross

LONG LANE

Boston Cottage

Track

Hinton Cottage

SO 3438  
SO 3338

the state of the title plan  
Registration Act 1925 this copy  
to the same extent as the  
the title plan may be subject  
by HM Land Registry.  
the Swansea District Land



Schedule Two  
The Grantees Land

All that freehold land and dwelling house known as Hinton Cottage, Peterchurch aforesaid (shown edged green on the plan) and registered at HM Land Registry with Title Absolute number 120831


Schedule Three  
The Obligations


1. To supply and fit the cast iron Chieftan manhole cover over the inspection tank measuring 600 millimetres x 600 millimetres or a heavy duty manhole cover specification number MB260 suitable to bear the weight of all heavy farm machinery PROVIDED THAT if the size and weight of the farm machinery used by the Owner shall require a more substantial manhole cover in the future the Owner shall have the right to replace the existing manhole cover at his own expense
2. To keep the said pipes drains and inspection tank in good repair
3. Not to cause any unnecessary damage to the Owner's land in exercise of the rights granted by this deed and to make good as soon as possible to the reasonable satisfaction of the Owner any damage actually occasioned or pay for compensation for any damage not made good the amount thereof to be fixed by the Owner's agent and his decision shall be final

SIGNED AS A DEED BY

GLYN IAN MORGAN

in the presence of

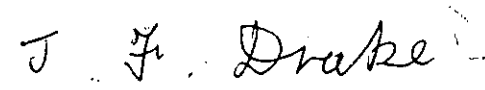
  
18 Castle St  
Hwy. o-wye  
Lancaster

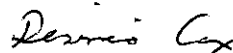
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SIGNED AS A DEED BY

JOHN FRANCIS DRAKE

in the presence of

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60 Messina Avenue, London NW6 4LE

Civil servant