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Title Number SL153923

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## DEED OF GRANT AND COVENANT

This **DEED OF GRANT AND COVENANT** is made *20th* day of *May* 2004  
BETWEEN CLARE MARGUERITE HARRIS of 16 Overton Ludlow Shropshire  
("the First Party") of the one part and DAVID IRWIN HARRIS and MARGARET  
ELLEN HARRIS both of 17 Overton Ludlow Shropshire ("the Second Party") of the  
other part

### WHEREAS :-

- (1) The first party is the owner of the property ("the First Property") known as 16 Overton Ludlow Shropshire and registered under Title Number SL153923 and the second party is the owner of the property ("the Second Property") known as 17 Overton Ludlow Shropshire and registered under Title Number SL155843
- (2) Part of the first floor of the second property is situated above part of the ground floor of the first property
- (3) The parties have agreed to enter into mutual easements and covenants as are set out below
- (4) The Nationwide Building Society of Nationwide House Pipers Way Swindon as proprietor of a charge over the First Property has agreed to confirm the grant of the rights and the terms of the covenants described herein
- (5) The Abbey National plc of 101 Midsummer Milton Keynes as proprietor of a charge over the Second Property has agreed to confirm the grant of the rights and the terms of the covenants described herein

### NOW THIS DEED WITNESSETH as follows:-

1. THE First Party hereby grants unto the Second Party and their Successors In Title the owner and occupiers for the time being of the Second Property easements and other rights specified in the First Schedule



2. THE Second Party hereby grants unto the First Party and her Successors In Title the owner and occupiers for the time being of the First Property easements and other rights specified in the Second Schedule
3. THE First Party with the intent so as to bind (so far as practicable) the First Property into whosoever hands the same may come and to benefit and protect the Second Property in each and every part thereof hereby covenants with the Second Party that the First Party and the persons deriving title under her will at all times hereafter observe and perform the stipulations and obligations set out in the Third Schedule hereto but so that neither the First party nor those deriving Title under her shall be liable for any breach of such of the said stipulations and obligations as are negative in character after they shall have parted with all interest therein
4. THE First Party hereby COVENANTS with the Second Party that she will procure that every person to whom she shall hereafter convey the First Property or any part thereof will enter into a Deed of Covenant with the Second Party or other the owner of the time being of the Second Property whereby such person shall COVENANT to observe and perform the stipulations and obligations set out in the Third Schedule hereto such COVENANTS to be in terms similar to those contained in this clause and immediately preceding clause of this Deed or as near thereto as possible
5. THE Second Party with the intent so as to bind (so far as is practicable) the Second Property into whosoever hands the same may come and to benefit and protect the First Property in each and every part thereof hereby COVENANTS with the First Party that the Second Party and the persons deriving Title under them will at all times hereafter observe and perform the stipulations and obligations set out in the Fourth Schedule hereto but so that neither the Second


Party nor those deriving Title under them shall be liable for any breach of such of the said stipulations and obligations as are negative in character after they shall have parted with all interest therein

6. THE Second Party hereby jointly and severally COVENANTS with the First Party that they will procure that every person to whom they shall hereafter convey the Second Property or any part thereof will enter into a Deed of Covenant with the First Party or other the owner for the time being of the First Property whereby such person shall COVENANT to observe and perform the stipulations and obligations set out in the Fourth Schedule hereto such COVENANTS to be in terms similar to those contained in this clause and the immediately preceding clause of this Deed or as near thereto as possible

7. FOR the avoidance of doubt it is hereby declared that this DEED shall always be construed so that

(1) Joists upon which the floor of the first floor area for the purposes of identification only shown edge red on the plan annexed and all part or parts of the building above such joists are the property of the Second Party and shall be maintained and repaired by the Second Party or their Successors In Title and any part or parts of the building below such joists form part of the First Property and shall be maintained and repaired by the First Party or her Successors In Title

(2) All internal walls dividing the First Property and Second Property hereby shall be party walls and repairable and maintainable as such

 8. The parties apply to the Chief Land Registrar to enter in the Proprietorship Register of the Title for the First Property and Second Property a restriction in the following terms

Except under an Order of the Registrar no disposition or dealing by the proprietor is to be Registered unless there is furnished to the Registrar a Certificate by the Applicants Solicitor that a Deed of Covenant complying in all respects with the provisions of the Deed dated the 20th day of May 2003 and made between CLAIRE MARGUERITE HARRIS of the one part and DAVID IRWIN HARRIS and MARGRET ELLEN HARRIS of the second part has been entered into by the Applicants

Checked on 24/11/04 Under Rule 190 of the Land Registration Rules 2003  
By M. Jones  
For Chief Land Registrar

IN WITNESS whereof the parties hereto have hereunto set their hand the day and year first before written

**THE FIRST SCHEDULE**

1. All rights of support protection and shelter and of the passage of water soil gas and electricity and such other rights in the nature of easements as would have existed as legal easements for the benefit of the Second Property
2. All necessary rights of access to and over the First Property upon giving previous notice in writing in order to mend repair construct relay maintain from time to time whenever necessary all pipes wires cables for the passage and running of water soil electricity and telephone communications and (so far as is necessary) to repair build and maintain such parts of the joists beams foundations supporting walls and all other means of support and protection and shelter as are enjoyed over the First Property by the Second Party and their Successors In Title causing as little damage as possible in the exercise of such right and making good any damage caused to the reasonable satisfaction of the First Party and her Successors In Title

## **THE SECOND SCHEDULE**

1. All rights of support and protection and shelter and of the passage of water soil gas and electricity and such other rights in the nature of easements as would have existed as legal easements for the benefit of the First Property
2. All necessary rights of access to and over the Second Property upon giving previous notice in writing save in the case of an emergency in order to mend repair construct relay and maintain from time to time whenever necessary all pipes wires and cable for the passage and running of water soil gas electricity and telephone communications and (so far as is necessary) to repair rebuild and maintain such part of the roof timbers tiles slates joists beams supporting walls and all other means of support and protection as are enjoyed by the First Property under the Second Property by the First Party and her Successors In Title causing as little damage as possible in the exercise of such rights and making good any damage caused to the reasonable satisfaction of the Second Party or their Successors In Title

## **THE THIRD SCHEDULE**

1. Not to lessen or diminish the support or protection now given or afforded by all parts of the First Property to the Second Property
2. Not to maim injure deface the footings and foundations main walls or timber of the First Property saving connection with and only so far as may be necessary to permit alterations modifications additions renovations or repairs to the First Property
3. Not to cause or permit obstructions or destruction of any drain pipe or cable used in common with the Second Property for the passage of water soil electricity or telephone communications to the Second Property and maintaining repairing and

renewing as necessary all part or parts of such drains pipes or cables within the First Property

4. Not to permit or suffer to be done in or upon the First Property anything which may be or become a nuisance or annoyance or cause damage or inconvenience to the Second Party or their Successors In Title
5. At all times hereafter to contribute and pay one half of the expense of maintaining repairing and renewing all pipes drains sewers and watercourses and gutters (if any) serving the Second Property jointly with the First Property
6. To maintain the structure of the First Property in such a state of repair and condition as shall at all times hereafter ensure the maintenance of support and protection to the Second Property
7. Not to repair any part or parts of the First Property which may be under any part or parts of the Second Property without giving notice to the owner or occupier of the Second Property of the intention so to do giving details of the work intended to be done so that the Second Party or their Successors In Title may take such precautions as may be advisable for the protection of the Second Property
8. At all times to keep the First Property and all additions thereto insured to the full cost of reinstatement against loss or damage by fire and such other risks as are normally insured against under a full householder's comprehensive policy as approved by the Council of Mortgage Lenders and to produce to the Second Party upon demand a copy of such insurance policy
9. As often as the First Property in running part or parts of shall be destroyed or damaged by fire or other peril to rebuild and reinstate the First Property in all material respects to its present condition (subject to such variations as may be necessary having regard to the then existing statutory provisions regulations and

bye-laws affecting the same and subject to any necessary planning or other permissions which so far as the same relate to the adjoining premises shall be the duty of the First Party or their Successors In Title to obtain) and it is hereby agreed that any monies received in respect of the insurance of the First Property shall be applied so far as the same shall extend into rebuilding or reinstating the Second Property as is the monies received under such policy or policies insurance shall be insufficient for the full and proper repairing and reinstatement of the Second Property so as to afford the Second Property all such protection and support as thereto for enjoyed and to make up any deficiency out of the Second Party's own money or that of their Successors In Title

#### **THE FOURTH SCHEDULE**

1. Not to lessen or diminish the support or protection now given or afforded by all parts of the Second Property hereby conveyed to the First Property and in particular not to submit the first floor of the Second Property lying above the First Property to any excessive loading
2. Not to maim injure or deface the main walls or timbers of the Second Property save in connection with and only so far as may be necessary to permit alterations modifications additions renovations or repairs to the Second Property
3. Not to cause or permit obstruction or destruction of any drain pipe or cable used in common with the First Party or their Successors In Title to the First Property for the passage of water soil electricity or telephone communication to the First Property the Second Party maintaining repairing and renewing as necessary all part or parts of such drains pipes or cable within the Second Property
4. Not to do or permit or suffer to be done in or upon the Second Property anything which may be or become a nuisance or annoyance or cause damage or



regard to the then existing statutory provisions regulations and bye-laws affecting the same and subject to any necessary planning or other permission which so far as the same relates to the Second Property and it shall be the duty of the Second Party or their Successors In Title to obtain such consents) and it is hereby agreed that any monies received in respect of the insurance of the Second Property shall be applied so far as the same shall extend in so rebuilding or reinstating the Second Property as if the monies received under such policy or policies of insurance shall be insufficient for the full and proper repairing and reinstatement of the Second Property so as to afford the adjoining premises all such protection and support as thereto for enjoyed to make up any deficiency out of the Second Party's own money or that of their Successors In Title

SIGNED as a DEED by the said  
CLARE MARGUERITE HARRIS  
in the presence of:

*CM Harris*

*WJ Jones*  
LYNDA JONES

OWL BARN HOUSE  
OVERTON  
LUDLOW  
SYS 40Y

SIGNED as a DEED by the said  
DAVID IRWIN HARRIS  
in the presence of:

*DI Harris*

*J. Thacker*  
J. THACKER

GABBS  
1 ALTON COURT MEWS  
26 BROAD STREET  
LEOMINSTER  
HEREFORDSHIRE HR6 8BS  
DX 27033 LEOMINSTER

SIGNED as a DEED by the said  
MARGARET ELLEN HARRIS  
in the presence of:

*ME Harris*

*J. Thacker*  
J. THACKER

GABBS  
1 ALTON COURT MEWS  
26 BROAD STREET  
LEOMINSTER  
HEREFORDSHIRE HR6 8BS  
DX 27033 LEOMINSTER

The COMMON SEAL of the  
NATIONWIDE BUILDING SOCIETY  
was hereunto affixed in the presence of:

Director *[Handwritten Signature]*  
Secretary 15/4/04

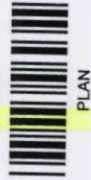
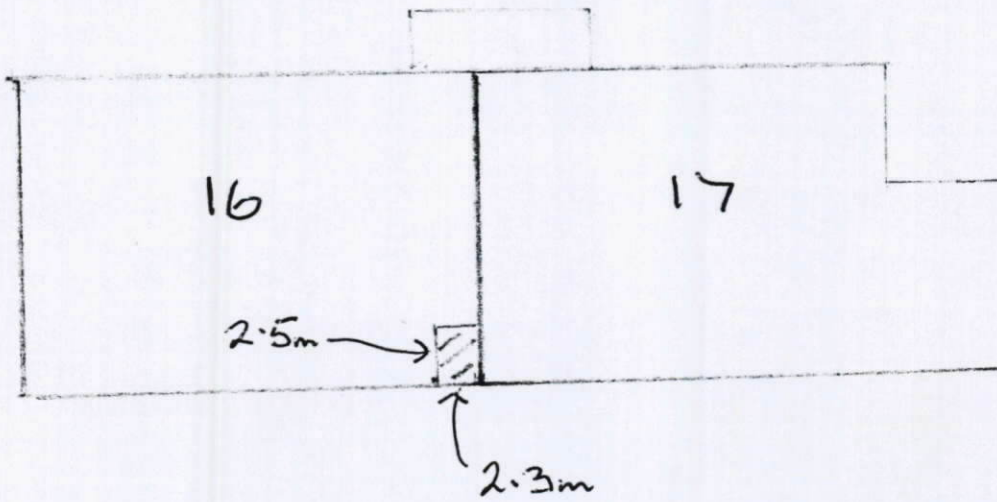
**By authority of the board of Directors**


The COMMON SEAL of the  
ABBEY NATIONAL PLC  
was hereunto affixed in the presence of:

Director  
Secretary *[Handwritten Signature]*  
SANDRA IRIS CALLAGHAN  
DEEDS SERVICES CLERK  
authority of the Board of Directors  
ABBEY NATIONAL plc



16 + 17 OVERTON  
LUDLOW



 = Flying Freehold

The seal of the Nationwide  
is hereto affixed by order of the Board of  
Directors in the presence of:

Building Society

By authority of the board of Directors

15/4/04

A J Callaghan  
SANDRA IRIS CALLAGHAN  
DEEDS SERVICES CLERK  
Authority of the Board of Directors  
ABBEY NATIONAL plc