



**Members of the Council you are  
hereby summoned to attend an additional meeting of**

## **Kington Town Council**

**to be held on Monday 25<sup>th</sup> March 2024 at 6.00 pm**

**for the purpose of transacting the following business.**

### **Agenda**

1. To receive apologies for absence, declarations of interest and requests for dispensation
2. Financial Matters  
To approve payments as per the attached schedule
3. To consider recommendation from the Grant Review Panel for final community grant payments for financial year 2023-4
4. Subject to agreement by Herefordshire Council, to agree authority to sign a Deed transferring ownership of Crooked Well Meadow to the Town Council, as trustee for Kington Recreation Ground Trust
5. Date and time of next meeting and items for the agenda for the next meeting

Issued by: Liz Kelso  
Clerk, Kington Town Council  
Email: [clerk@kingtontowncouncil.gov.uk](mailto:clerk@kingtontowncouncil.gov.uk) Tel: 01544 239 098 or 07483 914 485  
Issued: 18.3.2024

**Members of the public are welcome to join meetings of Kington Town Council and may, at the discretion of the Chairman, speak on some agenda items. For further information about meetings of the town council, please contact the Clerk at the address above.**

### **Kington Town Council**

The Old Police Station, Market Hall Street, Kington HR5 3DP  
Tel: 01544 239 098 or mob: 07483 914 485 [www.kingtontowncouncil.gov.uk](http://www.kingtontowncouncil.gov.uk)

**Kington Town Council**  
**Schedule of payments due 25.3.2024**

Voucher #	Payee	Payment type:	Detail	Minute Ref.	Net	VAT	Total Payment
Payments made previously or since last meeting							
							£
							£
							£
							£
Payments now due							
195	Lloyds Bank	DD - 18.3.2024	Credit card - Ink, postage, training, rec. equipment		£ 177.59	£ 22.69	£ 200.28
196	A. Vickerstaff	BACS	MidBorder news		£ 300.00		£ 300.00
197	Russell Brooks	BACS	Defibrillator pads		£ 148.00		£ 148.00
198	E-on next	DD - 21.3.2024	Rec Grant - Electricity		£ 125.12	£ 6.26	£ 131.38
199	Kington Building Supplies	BACS	Rec Grant - consumables		£ 9.96	£ 1.99	£ 11.95
							£
							£
							£
							£
							£
							£
							£
							£
							£
			<b>Total payments this month excluding salaries</b>		<b>£ 760.67</b>	<b>£ 30.94</b>	<b>£ 791.61</b>
<b>FOR INFORMATION</b>							
Payments made as a grant:							
			Rec Grant		£ 193.08	£ 8.25	£ 201.33
			Community Grant		£ -		£ -

**Kington Town Council**  
**Grant Applications 2023-4**  
**Second round – Spring 2024**  
**Schedule of grant Applications**

Organisation	Amount requested	Activity to be funded	Recommended Offer	Comments
Kington Cricket club	£500.00	Repairs to pavilion/club house		
Smokefest	£500.00	Costs of running Smokefest event		Additional financial information requested
Kington bonfire & Fireworks	£500.00	Cost of running bonfire and fireworks event		Additional financial information requested

**Total budget available this year: £5,000.00**  
**Total committed to date: £1,387.00**  
Total requested, as at 18.3.2024 above: £1,500.00  
Total for year £2,887.00  
Budget remaining (if awarded) £2,113.00

## LOCAL SEARCH- GENERAL COMMENTS

The result of the usual form of Local Search and Enquiries of the Local Authority has been obtained. The replies given are subject to the usual disclaimer from liability and should not preclude you from making any further personal enquiries which you feel are appropriate. At present no enquiries have been made, e.g. as to any local gas supply pipes passing near to the property or relating to the property being listed as of special architectural or historic interest. If you have become aware of any factors which you feel require particular or additional investigation, please let me know.

**The results of the search will not cover any adjoining or adjacent property, and if you are concerned as to matters which may affect the neighbouring or adjacent property, can you please let me have the details or alternatively contact the appropriate council offices direct.**

Please note also the reply to the enquiry regarding public paths. The reply given shows the position as recorded on the "Definitive Plan". If a path is included on the Plan, it is conclusive evidence of the existence and status of the path. However, please note that it is possible for rights of way to exist which are not registered. In such cases it is a matter for those claiming such rights to prove their existence and status.

Please let me know if there are any changes to the property which are not referred to in the planning and building regulation details provided by the Local search result as referred to below so that any further necessary enquiries can be made.

If there has been building, engineering or mining activities or other operations, or change of use of a building to be used as a dwelling which is carried out without the required planning permission, there is generally a four-year time limit on enforcement action by the local authority (which begins on the date when the operations were substantially completed). However, enforcement action for breach of a condition of a planning permission is open to enforcement for ten years from the date of breach. Breach of building regulations is generally subject to a two-year enforcement period, although there are limited circumstances where the local authority can enforce by way of injunction without time limit.

## LOCAL SEARCH RESULT RELATING TO- Land at Crooked Well Meadow, Crooked Well, Kington

(1) The road at Crooked Well is a publicly maintained road. This is normal and means that you should not be required to make any contributions towards maintenance of private highways. There is a public right of way adjoining the Property.

(2) The roads green on the attached plan are partly publicly maintained roads.

(3) There are no current plans for road improvements or new roads within 200 metres of the Property.

## DRAINAGE AND WATER PLANS

Please see attached record plans which show the connections and apparatus located in the vicinity of the Property.

## ENVIRONMENTAL SEARCH

In view of the legislation now in place to protect environmental matters and the fact that this can potentially affect property owners, we carry out environmental searches. However, these deal with a number of matters which are not strictly matters of law and are probably more appropriate to be considered by your surveyor. We are not qualified to comment upon many of the aspects reflected by such search results. However, the result of the searches are enclosed for your perusal and we would invite you to consider the result, and in the event that you need further clarification or advice to contact your surveyor or the various contact bodies referred to at the end of the search.

The providers have certified that, in their opinion, contaminated land issues should not have a significant impact on the property.

We draw your attention to the risk of Flooding, which is referred to in greater detail on page 26. We would also draw your attention to page 7 and the reference to the Physical Risks.



**Any parts of the form that are not typed should be completed in black ink and in block capitals.**

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.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

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.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM 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.

1	Title number(s) out of which the property is transferred: HE26181
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property: Land at Crooked Well Meadow Kington Herefordshire</p> <p>The property is identified</p> <p><input type="checkbox"/> on the attached plan and shown: edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferor: The County of Herefordshire District Council</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register: Kington Town Council as Trustee for Kington Recreation Ground Trust</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

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.

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.

Place 'X' in any box that applies.

Add any modifications.

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

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 [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations

7 Transferee's intended address(es) for service for entry in the register:  
Old Police Station Market Hall Street Kington HR5 3DP

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 Pound (£1-00)
- ☐ 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:

11.1 The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 ("1994 Act") shall not extend to costs arising from the Transferee's failure to make proper searches or raise requisitions on title or on the results of the Transferee's searches.

11.2 For the purposes of sections 6(2)(a) and 6(2)(b) of the 1994 Act, all matters recorded at the date of this Transfer in registers open to public inspection are deemed to be within the actual knowledge of the Transferee notwithstanding section 6(3) of the 1994 Act.

11.3 The property transferred will as a result of this transfer be held by or in trust for a non-exempt charity and the restrictions on dispositions imposed by sections 117-121 of the Charities Act 2011 will apply to the property (subject to section 117(3) of that Act)

12 Additional provisions

Definitions



- 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.

**12.1 Plan:** the plan attached to this transfer

**12.2 Property:** the land edged red on the attached plan

**Retained Land:** the land remaining within title number HE26181

**12.3** The Transferee covenants with the Transferor by way of indemnity only, and not so as to liable after parting with its interest in the Property, that it will comply with the matters contained or referred to in the entries on the Property and Charges registers of the Title Number and the agreements, covenants, declarations, easements, exceptions, provisions, reservations, stipulations and other matters contained or referred to in the deeds and documents ("the Title Documents") briefly described below so far as they are enforceable and affect the Property and will indemnify the Transferor against all actions, claims and liability arising out of any future breach of them

**12.4** the Transferor and the Transferee declare that the rule in "Wheeldon v Burrows" does not apply to this transfer and that s62 Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over land retained by the Transferor and no legal right or other rights or easements or the benefits of any other matters over land retained by the Transferor are granted over the adjoining land or the Retained Land of the Transferor registered under title number HE26181 for the benefit of the Property or granted over the transfer except for those expressly granted or reserved by this transfer.

**12.5** The Transferor and Transferee declare that the transfer is made subject to all the matters as set out in the provisions in the Schedule attached hereto.

**12.6** All matters recorded at the date of the transfer in registers open to public inspection, are deemed to be within the actual knowledge of the Buyer for the purposes of section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994, notwithstanding section 6(3) of that Act

**12.7** The Transferor has entered into the transfer only in its capacity as owner of the Property and nothing contained or implied in the transfer will prejudice or affect the Transferor's rights powers duties and obligations in the exercise of its



functions as a Local Authority, Highway Authority or any other statutory body or public utility or otherwise under any public or private statute by-laws orders and regulations all of which rights powers duties and obligations may be as fully and effectively exercised in relation to the Property as if the Transferor had not entered into the transfer.

**12.8** This document has been executed as a deed and is delivered on the date stated in panel 4.

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

Rights granted for the benefit of the property

Rights granted for the benefit of the property

**13.1** The following rights over the Retained Land with title number HE26181 are granted for the benefit of the Property:

**13.1.1** The free passage and running of water soil gas and electricity or other services to and from the Property in and through all sewers drains and channels pipes watercourses ducts fibres wires cables mains and ancillary equipment and structures now or at any time passing over through along and under the Retained Land together with the right to enter onto and remain on the Retained Land with or without tools appliances scaffolding and other materials for the purposes of installing inspecting repairing maintaining improving connecting into or replacing any sewers drains channels pipes watercourses ducts fibres wires cables mains and ancillary equipment and structures now or at any time passing over through along and under the

Retained Land doing by such entry no unnecessary damage and making good any damage so occasioned.

- 13.1.2** The full and free right for the Transferee and its successors in title of the Property to enter and remain upon the Retained Land with or without tools appliances scaffolding and other materials so far as this is necessary and upon giving reasonable notice for the purpose of inspecting repairing maintaining improving renewing altering installing demolishing rebuilding and replacing all buildings and boundaries located on the Property doing by such entry no unnecessary damage
- 13.1.3** The right to carry out works to any other property and to use them in whatever manner the Transferee thinks necessary or desirable and to let other people do so even if this affects the access of light or air to the Retained Land or to any other amenity enjoyed by the Transferor
- 13.1.4** The right to support and shelter from the Retained Land which any other property currently enjoys from the Retained Land
- 13.1.5** Any right of light or air or otherwise which would restrict or interfere with the free use of the Property for any purpose and the Transfer shall expressly exclude the implication or acquisition of any such right or rights
- 13.1.6** The right in common with the Transferor to use the accessway for all purposes with or without vehicles for the purposes of accessing the Property subject to the Transferee paying a fair proportion of the repair costs to Transferor

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

Rights reserved for the benefit of other land

Rights reserved for the benefit of other land

**14.1** The following rights over the Property with title number HE26181 are excepted and reserved for the benefit of the Retained Land:

**14.1.1** The free passage and running of water soil gas and electricity or other services to and from the Retained Land in and through all sewers drains and channels pipes watercourses ducts fibres wires cables mains and ancillary equipment and structures now or at any time passing over through along and under the Property together with the right to enter onto and remain on the Property with or without tools appliances scaffolding and other materials for the purposes of installing inspecting repairing maintaining improving connecting into or replacing any sewers drains channels pipes watercourses ducts fibres wires cables mains and ancillary equipment and structures now or at any time passing over through along and under the Property doing by such entry no unnecessary damage and making good any damage so occasioned;

**14.1.2** The full and free right for the Transferor and its successors in title of the Retained Land to enter and remain upon the Property with or without tools appliances scaffolding and other materials so far as this is necessary and upon giving reasonable notice for the purpose of inspecting repairing maintaining improving renewing altering installing demolishing rebuilding and replacing all buildings and boundaries located on the Retained Land doing by such entry no unnecessary damage;

**14.1.3** The right to carry out works to any other property and to use them in whatever manner the Transferor thinks necessary or desirable and to let other people do so even if this affects the access of light or air to the

Property or to any other amenity enjoyed by the Transferee;

**14.1.4** All easements quasi-easements liberties privileges rights and advantages now used and enjoyed over the Property and which would be implied by statute or by reason of severance in favour of any purchaser of any Retained Land if the same had been transferred to such purchaser if it had been in separate occupation and the Property hereby transferred had been retained by the Transferor;

**14.1.5** The right to support and shelter from the Property which any other Property currently enjoys from the Property.

**14.1.6** Any right of light or air or otherwise which would restrict or interfere with the free use of the Retained Land for any purpose and the Transferee and Transferor declare that no such rights will be acquired.

**14.1.7** The right for the Transferor and his successors in title and all those authorised by him at all times and for all purposes with or without motor vehicles and on foot to use the access road on the Plan for the purposes of gaining access to the Retained Land



Restrictive covenants by the transferee

- 15.1** The Transferee on the Transferee's behalf and on behalf of the Transferee's successors in title agreed to observe and perform the following covenants [for the benefit of the Retained Land];
- 15.1.1** Not to use the Property or permit the same to be used for any purpose other than as open space amenity land for community social or recreational purposes;
- 15.1.2** To keep the Property open and unbuilt upon and maintained in a neat and tidy condition suitable for community social and recreational purposes;
- 15.1.3** Not to do or omit or permit to be done any act or thing on or about the Property which shall or may be or grow to be an annoyance nuisance (whether or not amounting to a legal nuisance) damage danger or disturbance to the Transferor;
- 15.1.4** Not to erect on the Property (whether or a permanent or temporary nature) any building of any description except such as shall be in accordance with plans and specifications which shall have been approved in writing by the Transferor (acting in its capacity as landowner only) and whose proper and reasonable fee therefore shall be paid by the person submitting the plans and specifications for approval;
- 15.1.5** By way of indemnity only, to observe and perform the charges, incumbrances, covenants and restrictions contained or referred to in the property register of the Property in so far as they are subsisting and capable of taking effect and to keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any failure to do so;
- 15.1.6** To pay a fair and reasonable proportion of the costs of maintaining and repairing any drains sewers pipes wires and cables serving the Property and the Retained Land under title number HE26181 other than drains or sewers maintained at public expense
- 15.1.7** To be responsible for at all times the boundary structures marked with an "T" on the plan keeping the said

boundaries well maintained and neat and tidy in appearance

Include words of covenant.

Restrictive covenants by the transferor

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

Additional provisions

16.1 The following definitions and rules of interpretation apply to this transfer:

**Acceptance Notice:** the duplicate of an Offer Notice signed and dated by the Buyer.

**Acceptance Period:** a period commencing on and including the date of service of an Offer Notice and ending at 23:59 hours on the expiry of 40 Working Days.

**Completion Date:** the day that is 8 weeks after the date of service of an Acceptance Notice by the Transferor on the Transferee.

**Disposal:** a disposition or an agreement for a disposition within the meaning of section 205 of the Law of Property Act 1925 of the whole or any part of the Property other than a Permitted Disposal.

**Offer Notice:** written notice in the form set out in the Schedule

to this transfer.

**Permitted Disposal:** any of the following:-

- (a) transfer of the freehold interest in the Property to a statutory successor body carrying out the function of Kington Town Council; or
- (b) any disposal to a service authority or utility company which acquires an interest in the Property in order to provide water, gas electricity, communication services or foul or surface water disposal facilities; or
- (c) any disposal or dedication of highway pursuant to a statutory agreement.

**Pre-emption Period:** the period of 80 years from the date of this transfer.

**Property:** the land referred to in panel 1 and panel 3 of this transfer.

**Purchase Price:** One Pound (£1.00)

**Right of Pre-emption:** the right for the Transferor to buy the Property, in accordance with the terms of this agreement, in the event of the Transferee wishing to make a Disposal during the Pre-emption Period.

**Working Day:** any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday in England.

16.2.1 Clause and Schedule headings will not affect the interpretation of this transfer.

16.2.3 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this transfer.

16.2.4 Unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

16.2.5 A reference to legislation or a legislative provision will include all subordinate legislation made from time to time under that legislation or legislative provision.

16.2.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

16.2.7 A reference to **writing** or **written** excludes fax and email

16.2.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

16.2.9 Any reference to the **Transferor** includes its statutory successors and any reference to the **Transferee** includes its successors in title.

17.3 The Transferee consents to the following entry being made against the Transferee's title to the Property at HM Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by The County of Herefordshire District Council of Plough Lane Offices, Plough Lane, Hereford HR4 0LE or its conveyancer that the provisions of clause 16 of a transfer dated [ ] and made between (1) The County of Herefordshire District Council and (2) Kington Town Council have been complied with or that they do not apply to the disposition".

17.4 If the Transferee wishes to make a Disposal during the Pre-emption Period, it must first offer to sell the Property to the Transferor on the terms of this clause 11 and serve an Offer Notice in duplicate on the Transferor.

17.5 The offer contained in an Offer Notice will be irrevocable and not capable of any amendment by the Transferee during the relevant Acceptance Period.

17.6 The Transferee must not make a Disposal during the Pre-emption Period unless either the Transferor has declined the offer contained in an Offer Notice or the relevant Acceptance Period has expired without the Transferor serving an Acceptance Notice and any Disposal will then be subject to the provisions of clause 16.9.

17.7 If the Transferor wishes to accept the offer contained in an Offer Notice, it must serve an Acceptance Notice on the Transferee within the relevant Acceptance Period.

17.8 If an Acceptance Notice is served, the Transferee will sell the Property and the Transferor will buy the Property:

17.8.1 at the Purchase Price;

17.8.2 with full title guarantee;

17.8.3 with vacant possession; and

17.8.4 in accordance with the terms of this clause 16.

17.9 The parties shall do all things necessary to ensure that the exercise of the Right of Pre-emption constitutes an enforceable agreement for the sale and purchase in accordance with the Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989.



17.10 If the Transferor has not served an Acceptance Notice by the end of the relevant Acceptance Period:

17.10.1 the Transferee may make a Disposal within the period of nine months from the end of the relevant Acceptance Period, free of the Right of Pre-emption;

17.10.2 on completion of a Disposal made pursuant to clause 0, the Transferor will supply the Transferee with a certificate signed by the Transferor's Conveyancer confirming that the terms of this clause 11 have been complied with in relation to that part of the Property comprised in the Disposal;

17.10.3 following completion of a Disposal made pursuant to clause 0, the Transferor will remove the entries relating to this agreement registered against the title to that part of the Property comprised in the Disposal;

11.6.1 for the avoidance of doubt, if the Disposal is of less than the whole of the Property the Right of Pre-emption shall continue in respect of the remainder of the Property;

11.6.2 the Transferee shall deliver to the Transferor a certified copy of the instrument giving effect to the Disposal within 5 working days of its completion; and

11.6.3 if the Transferee does not make a Disposal during the period stipulated at clause 16.10.1, the Right of Pre-emption will remain in force throughout the remainder of the Pre-emption Period.

17.11 Immediately after service of an Acceptance Notice, the Transferee will deduce title to the Property to the Transferor's satisfaction, including supplying full copies of any documents not obtainable by the Transferor from HM Land Registry.

17.12 The Transferee will reply in writing to any enquiries, requisitions, observations, or further enquiries, requisitions or observations raised by the Transferor within four Working Days after their receipt.

17.13 Completion of the transfer to the Transferor pursuant to the Right of Pre-emption will take place on the Completion Date.

## **SCHEDULE**

### **Offer Notice**

To:

From:  
Property:

This notice is given in accordance with the terms of the Pre-emption Agreement contained in the Transfer dated  
made between The  
County of Herefordshire District Council (1) and Kington Town

Council (2) relating to the Property

As required by clause 16.3 of the Transfer, I OFFER to sell the Property to you at the price of £1.00.

Dated .....

Signed .....

#### Acceptance

The County of Herefordshire District Council ACCEPT the offer to sell the Property contained in the Offer Notice of which this is a duplicate

Dated .....

Signed .....

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 must 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 [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

### 13 Execution

The Common Seal of  
**THE COUNTY OF HEREFORDSHIRE  
DISTRICT COUNCIL** was hereunto affixed  
By Order

.....  
Authorised Officer

Executed as a deed  
**KINGTON TOWN COUNCIL**  
as trustee for Kington Recreation Ground Trust

Signed by a Councillor .....

Print Name:

Signed by a Councillor.....

Print Name

In the presence of:

Print Name:

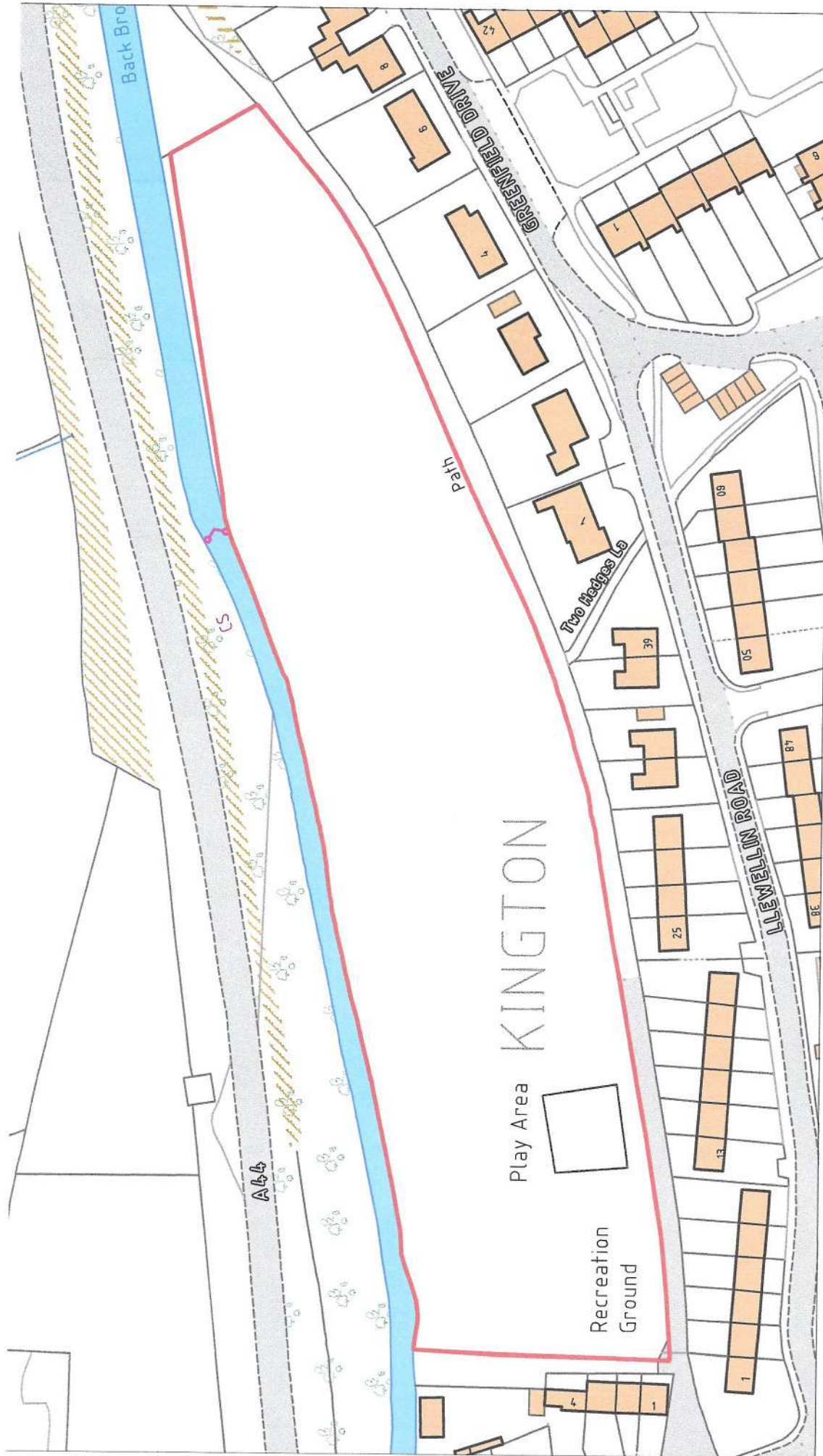
Occupation:

**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.



# LOCATION PLAN - Kington\_Crooked\_Well\_Mill\_Meadow\_CLGE

