

DEED OF GRANT

One thousand nine hundred and seventy eight. HERBERT ARTHUR ROBERT BRYAN of Lower Lyde in the County of Hereford and Worcester (hereinafter called "the Grantor") of the one part and the WATER AUTHORITY whose principal office is situated at Cambrian Way, Evesham in the County of Worcester (hereinafter called "the Authority") of the other part.

The Grantor is seized in fee simple in possession subject to the provisions of an agreement (hereinafter called "the said Agreement") dated the Twenty sixth day of March One thousand nine hundred and seventy three made between the Grantor of the one part and the Secretary of State for the Environment of the other part but otherwise free from incumbrances of the strip of land (hereinafter called "the said strip of land") 3.5 metres in width as the same is for the purpose of identification only coloured blue and red on the plan incorporated herein

(2) The Authority is a statutory body established under the provisions of the Water Act 1973 and is the owner of a statutory water undertaking and the Authority is under and by virtue of the provisions contained in the Water Act 1945 and the Water Act 1973 Section 11 (6) empowered to lay water mains pipes electric cables and other works and apparatus in on or over any land not forming part of a street after giving reasonable notice to every owner and occupier of that land and is entitled from time to time to inspect repair alter renew or remove any such mains

(3) The Authority is desirous of laying a water main with such ancillary apparatus (if any) as is reasonably necessary under the said strip of land and the Grantor has agreed to grant such easement to the Authority for the consideration hereinafter appearing and the Authority has agreed to enter into the covenants hereinafter contained

NOW THIS DEED WITNESSETH as follows:-

In pursuance of the said agreement and in consideration of the sum of One hundred and twenty eight pounds fifty pence (£128.50) paid by the Authority to the Grantor (the receipt whereof the Grantor hereby acknowledges) and also in consideration of the Authority's covenants hereinafter contained the Grantor as Beneficial Owner and to the intent that the easement hereby granted shall be appurtenant to the statutory water undertaking of the Authority or any part or parts thereof HERBERT GRANTS unto the Authority the perpetual easement rights powers and privileges hereinafter mentioned or referred to namely:-

(a) Full right and liberty within upon and over the said strip of land and in the position indicated approximately by means of a continuous red line on the said plan to lay down construct and place therein a water main together with inspection chambers electric cables valve and hydrant boxes and marker posts (if any) at ground level and other necessary proper and convenient works incident thereto being works for the facilitation of the use maintenance or inspection of the water main or for protecting it from damage (all hereinafter collectively called "the said works")

photo
COPY



We hereby certify that this is a true and correct copy of the original of which it purports to be a copy
This 15 day of April 1980
Matthews & Co
7 King Street
Evesham

(b) Full right and liberty by its servants agents or contractors after reasonable notice to the Grantor (but in an emergency at any time without notice) from time to time as often as may be reasonably necessary to enter on foot or with vehicles workmen machinery and apparatus on to the said strip of land and the Grantor's other land adjoining for the purpose of exercising the rights referred to in paragraph (a) hereof and also of inspecting maintaining taking up cleansing repairing removing enlarging reconstructing rendering unusable and replacing the said works or any part thereof and for all incidental purposes in relation thereto doing as little damage as possible to the said land and so far as reasonably practicable making good all damage that may be done in the exercise of such rights

(c) Full right and liberty to operate the flow or passage of water by means of the said works in through and under the said strip of land

TO HOLD exercise and enjoy the easement rights and privileges hereby granted unto the Authority in fee simple subject to the provisions of the said Agreement

2. The Grantor hereby covenants with the Authority to the intent and so as to bind the said strip of land and each and every part thereof into whosever hands the same may come and in order to benefit and protect the Authority's undertaking on any part thereof and in particular the said works and the easement hereby granted that the Grantor will observe and perform all and singular the covenants set forth in the First Schedule hereto

3. The Authority to the intent and so as to bind the easement hereby granted into whosever hands the same may come and to benefit and protect the said strip of land or any part or parts thereof hereby covenants with the Grantor that the Authority will observe and perform the covenants set forth in the Second Schedule hereto

4. The said works shall remain the property of the Authority

5. The Grantor hereby acknowledges the right of the Authority to production and delivery of copies of the documents referred to in the Third Schedule hereto and hereby undertakes for their safe custody

6. All questions differences or disputes whatsoever which shall at any time hereafter arise between the parties hereto touching or concerning this deed or the construction meaning operation or effect thereof or as to the rights duties or liabilities of the said parties shall be determined in default of agreement by a single arbitrator to be agreed upon between the parties hereto or failing agreement to be appointed on the application of either party (after notice in writing to the other party) by the President for the time being of the Institution of Civil Engineers and save as aforesaid the provisions of the Arbitration Act 1950 and of any statutory modification or re-enactment thereof for the time being in force shall apply to any such reference and determination

7. In this deed:

(1) "The Grantor" shall where the context so admits mean the Grantor and his successors in title and assigns

(2) "The Authority" shall where the context so admits include its successors in title and assigns

(3) Unless the context otherwise requires

- (a) words importing the masculine gender shall include the feminine gender
- (b) words importing the singular number only shall include the plural number and vice versa and
- (c) where there are two or more persons included in the expression "the Grantor" covenants made by or implied on behalf of the Grantor shall be deemed to be made or implied on behalf of such persons jointly and severally

8. The proper Surveyors fee and legal costs of and incidental to the preparation of this Deed and a duplicate thereof shall be borne by the Authority and for the assessment of legal costs the scale of charges agreed between the Law Society and the Local Authorities Association shall apply

9. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Fifteen thousand pounds

IN WITNESS whereof the Common Seal of the Authority and the hand and seal of the Grantor have been hereunto set the day and year first above written

THE FIRST SCHEDULE heretofore mentioned

(Covenants to be observed and performed by the Grantor)

1. Will not erect plant construct deposit or permit or suffer to be erected planted constructed or deposited through upon or over the said strip of land:-

- (a) any buildings structures or other apparatus (including the stacking of agricultural produce or materials) of a permanent or semi-permanent nature such as pipes cables wires posts poles walls or fences (other than usual fences or walls constructed in such manner and provided with such gates and openings as will admit of the free exercise by the Authority of the easement and rights hereby granted)
- (b) any tree or trees
- (c) any ornamental garden or tip or any other deposit of earth or any other material which would raise the existing level by more than 18 inches or which would in any way materially increase the cost to the Authority of grading, securing or reinstating the said strip of land
- (d) any deposits for storage purposes of strong acids alkalis from waste refuse ash slinker industrial wastes or any other substances which may have corrosive or diverse effect upon the said works

2. Will not do or permit to be done any act or thing which might take away or lessen the existing natural support from the said works or which might result in the existing level of the ground over the said works being decreased by more than six inches or in any other way which would expose injure or endanger the said works or which might in any way diminish interfere with or damage the purity of flow of the water in the said main or which might result in the escape of water therefrom it being understood that any user of the surface of the said strip of land and the Grantor's other land immediately adjoining and also any user by the Grantor of the subsoil (including minerals) shall be in all respects subservient and subject to the exercise by the Authority of such easement rights and privileges as are heretofore granted and shall not be allowed to injure or interfere with the exercise by the Authority

of the same or any of them or with the works or operation of the Authority PROVIDED that nothing in this Schedule shall prevent the Grantor from installing any necessary service pipes drains wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of the Authority or its agents or carrying on normal agricultural operations or acts of good husbandry including hedging and ditching not causing such interference obstruction or material reduction of the depth of the soil as aforesaid

THE SECOND SCHEDULE hereinafore mentioned.

(Covenants to be observed and performed by the Authority)

1. In and about the exercise of the easement rights and privileges hereby granted to do or cause to be done as little damage and injury as may be reasonably practicable to the said strip of land and to take all reasonable precautions to avoid obstruction or interference with the user of the said strip of land and the Grantor's other land adjoining
2. From time to time so far as is reasonably practicable to make good all damage or injury which shall be done or occasioned on the surface of the said strip of land or to the crops or herbage growing thereon through or by reason or in consequence of the exercise by the Authority its servants or agents of all or any of the easement rights and privileges hereinafore granted and in so far as the same shall not have been good as aforesaid to make reasonable compensation to the Grantor or other the persons for the time being in actual possession of the said strip of land as the case may be
3. When any part of the said strip of land shall be opened or broken up in the exercise of any of the said easement rights and privileges from time to time to lay aside all turf and productive soil and afterwards to replace the same upermost on the land from whence such soil shall have been taken and restore as nearly as practicable to its original level and condition and unless otherwise agreed upon remove the surplus subsoil (if any) from the said strip of land and with all convenient speed complete the works for which such land shall have been so opened or broken up
4. Where manholes and chambers are constructed so as to involve no protrusion above ground level to provide the same with permanent covers of sufficient strength to withstand the weight of animals carts motor and other vehicles passing thereover
5. If any interference with or disturbance of the functioning of any drain or drainage system or any ditch or watercourse in or under the said strip of land or the Grantor's other land immediately adjoining can be shown by the Grantor to have been caused by the said works carried out in the exercise of the easements hereby granted then the Authority shall as far as is reasonably practicable make good any damage or injury hereby caused and shall make reasonable compensation to the Grantor in respect thereof in so far as the same shall not have been made good as aforesaid
6. Not fence off or sever from the Grantor's other land immediately adjoining any part of the said strip of land PROVIDED that nothing hereinafore contained shall be deemed to prevent the Authority from erecting temporary fences or barriers as may be necessary or convenient during the carrying out of the said works for the purpose of preventing animals and persons from falling into or suffering injury by reason of any excavations
7. So far as is reasonably practicable and so long as the said works are used for or in connection with the carrying out of the said works

connection with the transmission or storage of water as aforesaid keep the said works in proper repair and condition and upon abandonment of the said works or any part thereof notification thereof shall be given by the Authority to the Grantor) render the same permanently safe

Keep the Grantor indemnified against all actions claims costs or demands arising by reason of the exercise of the easement and rights hereby granted or of any failure to keep the said works in proper repair and condition as aforesaid (except any such actions or claims for which the Authority may have a defence at Common Law or by statute and except such actions claims costs or demands as may be occasioned by the default or wrongful act of the Grantor or servants or agents of the Grantor or other occupier for the time being of the said land) PROVIDED that the Grantor or other occupier as aforesaid shall not settle or compromise any such action claim cost or demand as is referred to in this subclause without the prior consent in writing of the Authority

9. Pay all rates and taxes which may be imposed in respect of the said works or the easement hereby granted

THE THIRD SCHEDULE hereinafter mentioned

<u>Date</u>	<u>Document</u>	<u>Parties</u>
15th January 1969	Conveyance	(1) John Sirrell Howells and Amelia Howells (2) Kathleen Joyce Parry-Jones
8th April 1972	Deed of Gift	(1) Kathleen Joyce Parry-Jones (2) Arthur Robert Bryan, Antre

SIGNED SEALED AND DELIVERED by
the said ARTHUR ROBERT BRYAN
Antre in the presence of:

THE COMMON SEAL of the WELSH
WATER AUTHORITY was hereunto
affixed in the presence of:


Chairman


Chief Executive

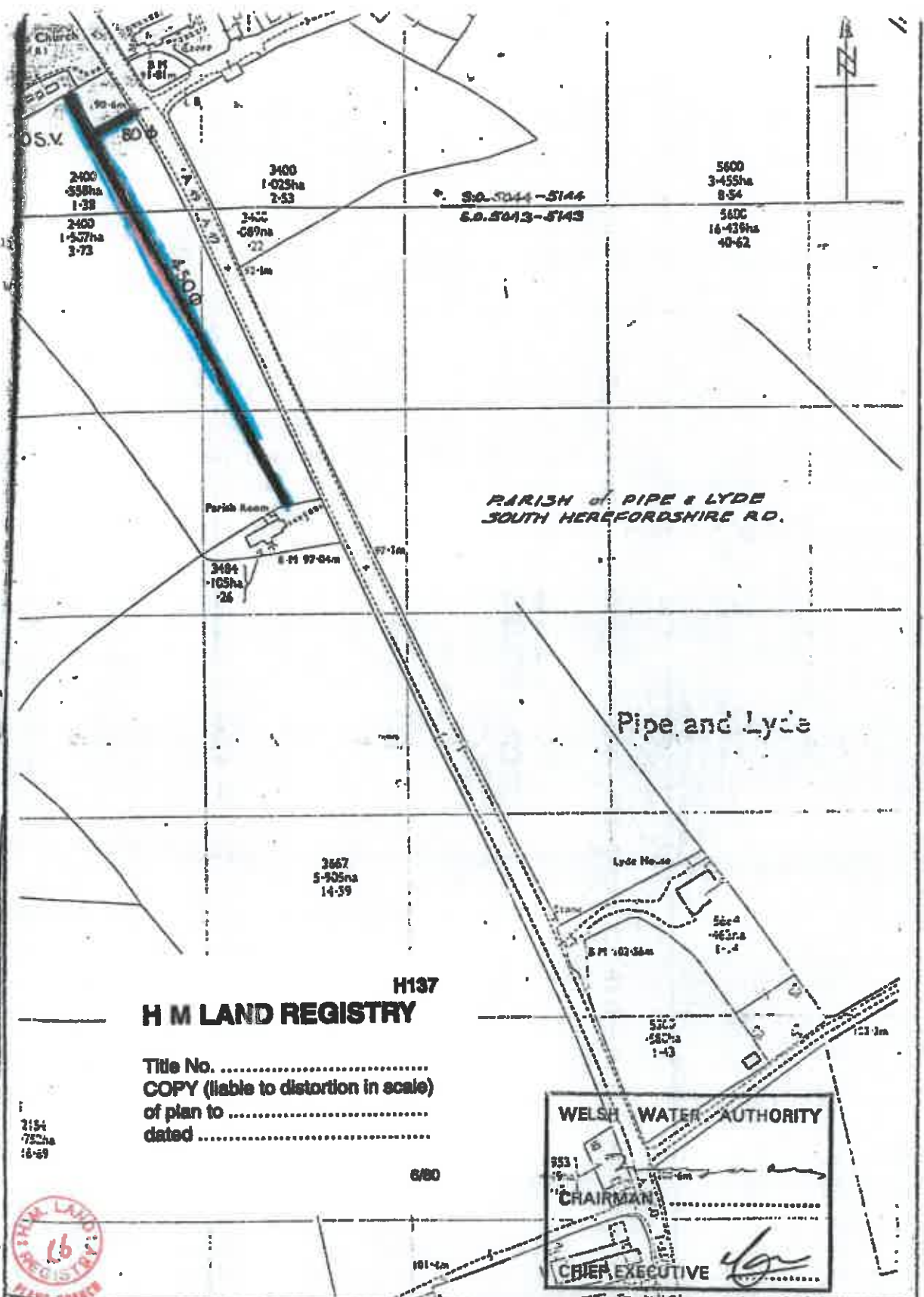


2316

relating to

THE UNIVERSITY OF CHICAGO

H. H. Nichols Rogers
 57 Nichols Street
 Hartford, Conn.



H M LAND REGISTRY

Title No.
 COPY (liable to distortion in scale)
 of plan to
 dated

2154
 752ha
 16-59



WELSH WATER AUTHORITY	
9531	1-4
CHAIRMAN
CHIEF EXECUTIVE	<i>[Signature]</i>

**WELSH NATIONAL WATER DEVELOPMENT AUTHORITY
 HEREFORDSHIRE WATER DIVISION
 NORTHERN TRUNK MAIN.**

DRAWING NO B.E. 75.62.	SCALE 1:2500	BASED ON THE ORDNANCE SURVEY MAP WITH THE SANCTION OF THE CONTROLLER OF THE SURVEY	CONTRACT NO. 9 C.N. 1244 12.1.1960
PLAN REFERRED TO			