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Title Number HE37886

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# This Deed

of Grant is made on the date and BETWEEN  
the parties mentioned in the First Schedule hereto

WHEREAS:-

(1) The Grantor is seised in fee simple in possession free from incumbrances of the strip of land (hereinafter called "the said strip of land") situate at the place and of the width mentioned in the First Schedule hereto as the same is for the purpose of identification only coloured red and blue on the plan annexed hereto (hereinafter called "the said plan") subject only to the next recited Mortgage/Legal Charge but otherwise free from incumbrances.

(2) By the Mortgage or Legal Charge (hereinafter referred to as "the said Mortgage") being the last mentioned document in the First Schedule hereto the said strip of land was with other land demised for the term of years therein mentioned or was charged by the Grantor or his predecessor or predecessors in title for securing the principal sum and interest as therein mentioned

(3) 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 and 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

(4) 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 mentioned in the First Schedule hereto and the Authority has agreed to enter into the covenants hereinafter contained and the Mortgagee having other sufficient security for the principal moneys and interest owing to him on the security of the said mortgage it has been agreed that the whole of the consideration money shall be paid to the Grantor and that the Mortgagee shall join in this DEED in manner hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said agreement and in consideration of the sum mentioned in the First Schedule hereto paid by the Authority to the Grantor with the consent of the Mortgagee (the receipt whereof the Grantor and the payment thereof in manner aforesaid the Mortgagee hereby acknowledge) and also in consideration of the Authority's covenants hereinafter contained the Grantor 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 HEREBY GRANTS unto the Authority in his capacity mentioned in the First Schedule hereto and the Mortgagee hereby confirms surrenders assigns and releases 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 continuous red and blue lines on the said plan to lay down construct and place therein a water main together with other ancillary works 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")

(b) Full right and liberty by its servants agents or contractors after reasonable prior 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 or any works of the Authority contiguous thereto 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 strip of land and so far as is 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

WE/O/M/2

2. THE Grantor and the Mortgagee hereby jointly and severally covenant with the Authority to the intent and so as to bind the said strip of land and each and every part thereof into whosoever hands the same may come and in order to benefit and protect the Authority's undertaking or any part thereof and in particular the said works and the easement hereby granted (but so that the Mortgagee shall be liable only while mortgagee in possession) that the Grantor and the Mortgagee in respect of the said strip of land will observe and perform all and singular the covenants set forth in the Second Schedule hereto

3. THE Authority to the intent and so as to bind the easement hereby granted into whosoever 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 Third Schedule hereto

4. NOTHING in this Deed of Grant shall prejudicially affect or in any way fetter any statutory rights which the Authority may have relating to the said works

5. THE said works shall remain the property of the Authority

6. The Mortgagee hereby acknowledges the right of the Authority to production and delivery of copies of the documents referred to in the First Schedule hereto AND the Grantor hereby covenants with the Authority that as and when the said documents or any of them shall come into his custody by reason of the satisfaction of the said Mortgage debt or otherwise he will at the request and cost of the Authority execute a statutory acknowledgement for production and delivery of copies of the said documents and give an undertaking for their safe custody and that in the meantime and until the execution of such undertaking every person having for the time being possession of the said documents will keep them safe whole uncancelled and undefaced unless prevented from so doing by fire or other inevitable accident

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

(4) 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" and "the Mortgagee" covenants made by or implied on behalf of the Grantor or the Mortgagee shall be deemed to be made by or implied on behalf of such persons jointly and severally

8. THE proper Surveyor's fees and legal costs of and incidental to the preparation of this Deed and a duplicate thereof shall be borne by the Authority

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 the sum stated in the First Schedule hereto

IN WITNESS whereof the Common Seal of the Authority and the Common Seal or hand and seal (as the case may be) of the Grantor have been hereunto set the day and year mentioned in the First Schedule hereto

THE FIRST SCHEDULE hereinbefore mentioned

THIS DEED IS DATED the *twenty sixth* day of *October* 19 *62*

THE PARTIES are:-

- (1) The Lady Rosemary Joan Cawley  
of Bircher Hall Yarpole Leominster in the County of Hereford and Worcester
- (2)  
of
- (3)  
of
- (4)  
of
- (5)  
of
- (6)  
of

(herein called "the Grantor") of the one part acting in pursuance of his powers as Beneficial Owner and Lloyds Bank P.L.C.

(herein called "the Mortgagee") of the second part and the WELSH WATER AUTHORITY whose principal office is situate at Cambrian Way Brecon in the County of Powys (herein called "the Authority") of the third part

THE SAID STRIP OF LAND is unregistered/~~registered at H.M. Land Registry under Title Number~~

~~and the Grantor and the Authority do now apply to the Registrar to enter notice of the rights hereby granted in the Charges Register of the above mentioned title~~

THE SAID STRIP OF LAND is situate at the south west side of parcel number 5774

Yarpole in the Community or Parish of  
in the County of Hereford and Worcester

at Ordnance Survey Reference

THE WIDTH of the said strip of land is six feet/metres

THE CONSIDERATION is the sum of Sixty six pounds and thirty seven pence

(£ 66.37 ) and for the purposes of Clause 9 of this document the Certificate of Value is

TWENTY FIVE THOUSAND POUNDS (£ 25,000.00 )

THE DOCUMENTS OF TITLE referred to in Clause 6 are:-

Date	Document	Parties
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THE DOCUMENTS OF TITLE referred to in Clause 6 are:-

Date	Document	Parties
7th September 1972	Conveyance	Victor Charles Lewis and Olive Kathleen Lewis (1) The Grantor (2)
6th January 1975	Legal Charge	The Grantor (1) The Mortgagee, Lloyds Bank P.L.C. (2)

THE SECOND SCHEDULE hereinbefore mentioned

(Covenants to be observed and performed by the Grantor and the Mortgagee while in possession)

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 building 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 gaining access to or reinstating the said strip of land

(d) any deposit for storage purposes of strong acids alkalis farm manure silage ash clinker industrial wastes or any other substances which may have corrosive or adverse 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 or 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 hereinbefore 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 operations 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 AND PROVIDED FURTHER that nothing in this Deed of Grant shall preclude the operation (where applicable) of Sections 11-18 of the Third Schedule to the Water Act 1945 save that where any compensation is claimed by the Grantor under Section 16 of the Third Schedule to the Water Act 1945 the consideration mentioned in the First Schedule hereto shall be taken into account when assessing any such compensation

THE THIRD SCHEDULE hereinbefore 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 to 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 hereinbefore granted and insofar as the same shall not have been made good as aforesaid to make 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 easements rights and privileges from time to time to lay aside all turf and productive soil and afterwards replace the same uppermost on the land from whence such soil shall have been taken and restore as nearly as practicable to its original level and condition and if agreed by the Grantor 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 withhold 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 thereby caused and shall make reasonable compensation to the Grantor in respect thereof insofar as the same shall not have been made good as aforesaid.

6. To remove after the carrying out of the said works any temporary fences or barriers which may have been erected by the Authority or its agents or contractors 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 excavations made during the carrying out of the said works

7. So far as is reasonably practicable and so long as the said works are used for or in 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 whereof shall be given by the Authority to the Grantor) render the same permanently safe

8. 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 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

SIGNED SEALED AND DELIVERED )  
by the said LADY ROSEMARY )  
JOAN CAWLEY in the presence )  
of:

*Rosemary J Cawley*

*Matthew...*  
FROESNEY GAREN  
KIMBOLTON.  
FARM MANAGER

THE COMMON SEAL of LLOYDS )  
BANK PLC was hereunto affixed )  
in the presence of:

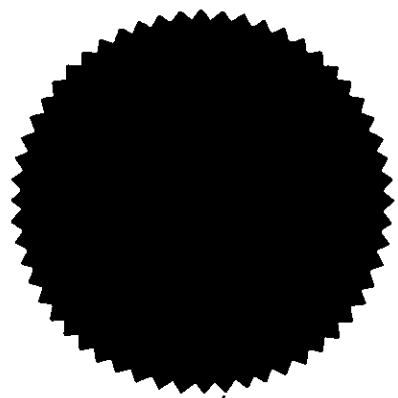
*[Signature]*  
Authorized Signatory

*[Signature]*  
Authorized  
Counter Signatory

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

*[Signature]*  
Chairman

*[Signature]*  
Chief Executive



6322



WELSH WATER AUTHORITY

CHAIRMAN

CHIEF EXECUTIVE

*[Handwritten signature]*

*[Handwritten signature]*



Brook House

PARCEL NOS  
577A

# WELSH WATER AUTHORITY WYE DIVISION

*BIRCHER TO ORLETON MAIN.*

DRAWING NO  
4966/03

SCALE  
1:2500

BASED ON THE ORDNANCE SURVEY  
MAP WITH THE SANCTION OF THE  
CONTROLLER OF H.M. STATIONARY  
OFFICE

OS SHEET NO  
50. 4665-4765 © 1975

SIGNAL ENGINEER

R M VIVASH C Eng MICE

CONTRACT NO **E4966**  
EASEMENT NO