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# THIS DEED OF GRANT is made the Sixteenthday of August

1993

- 1. Parties
- 1.1 the Grantor <u>THE PARISH COUNCIL OF LITTLE EASTON</u> in the County of Essex
- 1.2 the Grantee ROBERT NIALL FERGUSON HOWE of Wells

  Court Little Easton Great Dunmow Essex
- 2. Recitals
- 2.1 The Grantor is seised in possession of the freehold interest in the Servient Land free of encumbrances
- 2.2 The Grantor has for the consideration mentioned below agreed to grant the Rights to the Grantee
- 2.3 There is a public water main at point A on the Plan
- 3. <u>Definitions</u>

  The following terms shall have the following meanings :-
- 3.1 "the Plan" means the plan annexed to this deed
- 3.2 "the Servient Land" means the land in the freehold ownership of the Grantor part of which is shown shaded pink on the plan
- 3.3 "the Dominant Land" means the land and premises in the freehold ownership of the Grantee comprising the single dwellinghouse known as Wells Court Little Easton Great Dunmow Essex
- 3.4 "the Rights" mean the rights details of which are set out in clause 5 granted out of the Servient Land for the benefit of the Dominant Land
- 3.5 "the Grantor" and "the Grantee" shall have the meanings specified in clause 1 and shall include the successors in title of the Grantor and Grantee respectively and in the

case of an individual or individuals their respective estates and effects and the last survivor of them and that survivor's estate and effects as the case may be and persons deriving title under the Grantor and the Grantee respectively

#### 4. Grant

In consideration of Five Hundred Pounds (£500) (the receipt of which the Grantor acknowledges) the Grantor as beneficial owner of the Servient Land grants to the Grantee the Rights to hold to the Grantee in fee simple

#### 5. The Rights

The Rights granted by clause 4 are :-

- 5.1. The right to install at a depth of at least one metre and to use a water supply pipe between points A and B on the Plan connecting to the public water main at point A on the Plan and serving the Dominant Land provided that such right shall extend only to supplying water for domestic purposes to the said single dwellinghouse comprising the Dominant Land
- 5.2 the right of access over the Servient Land for the purposes of inspecting cleansing repairing maintaining and renewing the said pipe and its connection to the said public water main upon prior reasonable notice to the Grantor (except in an emergency)

# 6. The Grantee's Obligations

The Grantee covenants with the Grantor to the intent and so as to bind the Dominant Land into whosesoever hands it may come for the benefit of the Servient Land that the Grantee shall at all times after the date of this deed observe and

perform the following stipulations and restrictions :-

- 6.1 in the exercise of the Rights to cause as little damage as possible and make good all damage caused to the reasonable satisfaction of the Grantor
- 6.2 to use the Rights only for the benefit of the said existing dwellinghouse or any replacement dwellinghouse on the Dominant Land
- 6.3 to obtain at the expense of the Grantee any necessary consent from the Lee Valley Water Company for the exercise of the Rights
- 6.4 to pay all costs and expenses in connection with the exercise of the Rights and the installation connection upkeep repair and replacement of the said pipe
- 6.5 to pay the Grantor's reasonable legal expenses in connection with the preparation and completion of this Deed of Grant

# 7. Indemnity

The Grantee covenants with the Grantor to keep the Grantor indemnified from and against any act loss damage or liability suffered by the Grantor as a result of the exercise of the Rights

# 8. Acknowledgement for Production

The Grantor acknowledges the right of the Grantee to production and delivery of copies of a Conveyance dated the Twenty-seventh day of May One thousand nine hundred and thirty and made between Frances Evelyn Dowager Countess of Warwick of the one part and the Grantor of the other part and to delivery of copies thereof subject to the Grantee paying the Grantor's reasonable charges in respect thereof

and undertakes with the Grantee for the safe custody of such document

#### 9. Certificate of Value

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 £60,000

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	)	OdA
and	)	Munas
	)	GORDON A. MURAAY
two members of and for an	d)	
on behalf of the Little	)	Caha W Whans
Easton Parish Council in	)	CECILTA W. WILLIAMS.
the presence of:	)	
	_	

W Signature Plustetrich

I Name PAT METRICH.

T Address BREACH HOUSE

N LITTLE EASTON

E DUNMOW, ESSEX.

S Occupation SECRETARY.

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SIGNED as	a Deed and Delivered	( ± t / 1
by the sam	Ld ROBERT NIALL	, WARD
FERGUSON I	HOWE in the presence	
of:		)
W	Signature . C.u.s	<del></del>
I	Name KAREN M	OOLE
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