

DATED

8th September

2015

MICHAEL JOHN BALL AND JENNIFER MARY WAYER

to

NATIONAL GRID GAS PLC

GRANT OF EASEMENT

Of Land at North of Rectory Road, Hawkwell

Ref: 53680.00047

We hereby certify this to
be a true copy of the original
Gepp & Sons
GEPP & SONS SOLICITORS LLP
58 New London Road
Chelmsford CM2 0PA

H.M. LAND REGISTRY
LAND REGISTRATION ACTS 1925 - 2002

Property: Land North of Rectory Road, Hawkwell

THIS DEED OF GRANT is made the *8th* day of *September* 2014

1. PARTICULARS

- 1.1 "the Grantor" Michael John Ball of 11 New Road, Shotteswell, Banbury OX15 1HT and Jennifer Mary Wayer of 32 Nutcombe Crescent, Rochford, Essex SS4 1RT which expression where the context so admits shall include the Grantors successors in title and assigns
- 1.2 "National Grid Gas PLC" National Grid Gas PLC whose registered office is at 1 –3 Strand, London WC2N 5EH (Company Number 2006000) which expression where the context so admits shall include its successors in title and assigns

2. RECITALS

WHEREAS

- 2.1 The Grantor is the freehold owner of the land on the north side of Rectory Road, Hawkwell being the remainder of the land comprised in an Assent dated 9th September 1997 made between Kevin Frederick Ball and Michael John Ball (1) and Kevin Frederick Ball, Michael John Ball, Patricia Joan Welton and Moira Eileen Green.
- 2.2 Kevin Frederick Ball died on 20th November 1984 and Moira Eileen Green died 26th March 2012.
- 2.3 Patricia Joan Welton has by reason of lacking capacity become incapable of acting in the trust contained in the Assent and has by a Deed of Appointment dated been replaced as a trustee by Jennifer Mary Wayer.
- 2.4 Michael John Ball and Jennifer Mary Wayer are now therefore the remaining Trustees of the Assent dated 9th September 1997.
- 2.5 National Grid Gas PLC is a public gas transporter within the meaning of Section 7 of the Gas Act 1986 as amended by the Gas Act 1995 and is the owner of a gas transmission and distribution network which together with terminals storage facilities and other apparatus comprise National Grid Gas PLC's undertaking and desires to lay and thereafter maintain a pipeline and ancillary apparatus in the said land
- 2.6 Under the provisions of the Gas Act 1986 as amended by the Gas Act 1995 National Grid Gas PLC may be directed to transmit gas on behalf of others

2.7 By virtue of the Deeds of Grant referred to in clause 3.2 below, National Grid Gas Plc has the benefit of easements to lay and maintain a high pressure gas main across the Land. National Grid Gas Plc has at the request of the Grantor diverted the line of such main to enable development of the Land to take place, and the Grantor and National Grid Gas Plc have agreed to grant new rights in respect of the diverted route of the gas main

2.8 The Grantor has agreed to grant to National Grid Gas PLC the easements hereinafter mentioned and National Grid Gas PLC has agreed to enter into the covenants hereinafter contained

3 GRANT OF EASEMENTS

3.1 IN consideration of the surrender by National Grid Plc of the rights referred to in clause 3.2 below and of National Grid Gas PLC's covenants hereinafter contained the Grantor with limited title guarantee (and to the intent that the easements hereby granted shall be appurtenant to National Grid Gas PLC's undertaking and each and every part thereof) **HEREBY GRANTS** unto National Gas PLC **THE EASEMENTS** to lay construct inspect maintain protect use replace remove or render unusable a pipeline for the transmission or storage of gas or other ancillary materials (whether such gas or materials are transmitted by National Grid Gas PLC on its own behalf or on behalf of other persons) and all necessary apparatus ancillary thereto (all hereinafter together called "the Works") in a strip of land 6.1 metres in width coloured pink for identification purposes only on the plan annexed hereto (hereinafter called "the Strip of Land") and to pass over the Strip of Land and so much of the un-built upon Land as is reasonably necessary for the purposes of the Works at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus **TO HOLD** the same unto National Grid Gas PLC in fee simple

3.2 For the consideration aforesaid, National Grid Gas Plc hereby surrenders to the Grantor the rights conferred by a Deed dated 5 March 1968 made between Philip William Ball (1) and North Thames Gas Board (2), a Deed dated 18 March 1968 made between William Methuen Hemmings (1) and North Thames Gas Board (2) and a Deed dated 23 July 1968 made between Victor Ronald Beacham (2) Halifax Building Society (2) and North Thames Gas Board (3) insofar as the same grant rights across the Land shown coloured blue on the plan and annexed hereto".

4 COVENANTS BY NATIONAL GRID GAS PLC

4.1 National Grid Gas PLC (to the intent and so as to bind the easements hereby granted into whosoever hands the same may come and to benefit and protect the Land and every part thereof) but so that National Grid Gas PLC and its successors in title shall not be liable once it or they shall have parted with all their respective interests in the Works provided that it has secured a direct covenant from their respective transferee in favour of the Grantor or the Grantor's successor in title an obligation to perform and observe any positive covenants contained herein on the part of National Grid Gas PLC **HEREBY COVENANTS** with the Grantor as follows:

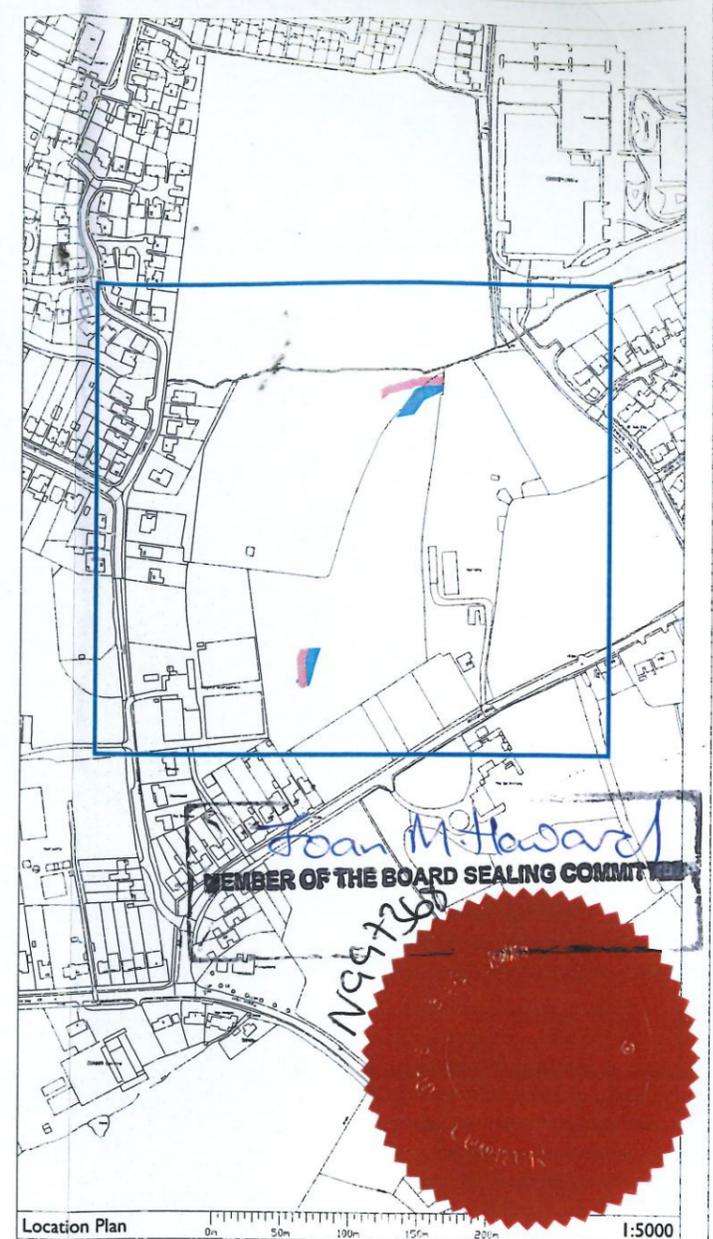
- 4.1.1 In exercising the easements hereby granted National Grid Gas PLC shall take all reasonable precautions to avoid obstruction to or interference with the user of the Land and damage and injury thereto
- 4.1.2 National Grid Gas PLC shall so far as is reasonably practicable make good all damage or injury to the Land caused by the exercise by National Grid Gas PLC of the easements hereby granted and shall make full compensation to the Grantor in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid
- 4.1.3 National Grid Gas PLC shall so far as is reasonably practicable and so long as the Works are used for or in connection with the transmission or storage of gas or other materials as aforesaid keep the Works in proper repair and condition and upon abandonment of the Works or any part thereof (notification whereof shall be given to the Grantor by National Grid Gas PLC) shall render the same permanently safe
- 4.1.4 National Grid Gas PLC shall keep the Grantor indemnified against all actions claims or demands arising by reason of the exercise of the easements hereby granted or of any failure to keep the Works in proper repair and condition as aforesaid (except any such actions claims or demands as may be occasioned by the default or wrongful act of the Grantor or the Grantor's servants or agents)
- 4.1.5 National Grid Gas PLC shall indemnify and keep indemnified the Grantor against all loss damage claims demands costs and expenses which may arise or be incurred by virtue of any damage or destruction of the pipeline aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape of any gas or other material whatsoever from the said pipeline or any such apparatus or equipment as aforesaid where such damage destruction or escape is caused by the acts or omissions of any person other than the Grantor or the Grantor's servants or agents
- 4.1.6 National Grid Gas PLC shall pay all rates and taxes which may be imposed in respect of the Works or the easements hereby granted

PROVIDED that the Grantor shall not settle or compromise any such action claim or demand as is referred to in sub-clauses 4.1.4 and 4.1.5 of this Clause without the prior consent of National Grid Gas PLC which shall not be unreasonably withheld or delayed

- 4.1.7 Not to transfer the benefit of this Deed unless the Transferee first covenants directly with the Grantor to comply with the obligations of National Grid Gas PLC in this Deed of Grant

5 COVENANTS BY THE GRANTOR

- 5.1 **THE** Grantor (to the intent and so as to bind the Land and every part thereof into whosoever hands the same may come (but so that subject to the provisions of Clause 9 of this Deed the Grantor and any successors in title shall not be liable once they shall have parted with all their respective interests in the Land) and to benefit and protect the easements hereby granted) hereby covenants with National Grid Gas PLC that: -



Joan McHardy
MEMBER OF THE BOARD SEALING COMMITTEE



Grantor:- M. Ball & P. Welton	Signed:- <i>J. CAMER</i>	
Location:- Land North of Rectory Road, Hockley, Essex, SS5 4ER	Rev	Date
Scheme Name:- Hawkwell, Rectory Rd		Description
Drawing Name:- Easement Plan With Surrender Areas		
Drawing Number:- I20509-MBPW-EA-002	Drn. by	JK
NGR:- TQ 8507 9165	App. by	GGC
Issue Date:- 27.06.2014	Sheet No.	1 of 1
First Issue Date:- 27.06.2014	Paper Size	A3



Key:-
Easement (pink line)
Easement To Be Released (blue line)

nationalgrid

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- 5.1.1 The Grantor shall not do or cause or permit to be done on the Land anything calculated or likely to cause damage or injury to the Works and will take all reasonable precautions to prevent such damage or injury
- 5.1.2 The Grantor shall not without the prior consent in writing of National Grid Gas PLC make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the Strip of Land so as to interfere with or obstruct the access thereto or to the Works by National Grid Gas PLC or so as to lessen or in any way interfere with the support afforded to the Works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the Works
- 5.1.3 The Grantor shall not erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in through upon or over the Strip of Land

PROVIDED that nothing in this Clause shall prevent the Grantor from installing any necessary service pipes drains wires or cables or constructing roads footpaths and parking areas under the supervision (if required) and with the consent (which shall not be unreasonably withheld or delayed) of National Grid Gas PLC or its agents or carrying on normal acts of good husbandry including fencing hedging and ditching not causing such interference obstruction or material reduction of the depth of soil as aforesaid

6 ARBITRATION

- 6.1 **ANY** dispute arising under Clauses 4 and 5 hereof 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 of the Royal Institution of Chartered Surveyors and save as aforesaid the provisions of the Arbitration Acts 1996 and of any statutory modification or re-enactment thereof for the time being in force shall apply to any such reference and determination and for the avoidance of doubt the costs of the arbitration shall be part of the award of the Arbitrator

7 SERVICE OF NOTICES

- 7.1 **ALL** communications relative to this Deed shall be addressed to the Grantor at the address given above or such other addresses as the parties shall from time to time notify to each other in writing

8 ACKNOWLEDGEMENT FOR PRODUCTION

- 8.1 **THE** Grantor hereby acknowledges the right of National Grid Gas PLC to production of the deeds and documents set out in the Second Schedule hereto (possession whereof is retained by the Grantor) and to delivery of copies thereof and hereby undertakes for the safe custody thereof
- 8.2 **THE** Grantor hereby covenants with National Grid Gas PLC that as and when the deeds and documents specified in the Second Schedule hereto shall come into the

possession of the Grantor the Grantor will when requested and at the cost of National Grid Gas PLC execute a statutory acknowledgement for the production of and undertaking for the safe custody of such deeds and documents and that in the meantime and until the execution of such undertaking every person having for the time being possession of the said deeds and documents will keep them safe whole uncancelled and undefaced unless prevented from so doing by fire or other inevitable accident

9. **COVENANTS JOINT AND SEVERAL**

9.1 **WHERE** the Grantor comprises two or more persons covenants expressed to be made by the Grantor shall be deemed to be made jointly and severally by such persons

10 **DISPOSITIONS BY THE GRANTOR**

The Grantor or any of his its or their successors in title shall not bring any action on any matter contained herein where the cause of the action arises after the Grantor or such successors in title (as the case may be) have parted with their respective interests in the Land

IN WITNESS the parties hereto have duly executed this Deed the day and year first before written

SIGNED AS A DEED

by the said Michael John Ball
in the presence of:-



Witness

Name:

Anne Omer

Address:

ANNE OMER
SNOWDROP VIEW

Occupation:

Retired

SHOTTESWELL
BANBURY OX17 1HS

SIGNED AS A DEED

by the said Jennifer Mary Wayer
in the presence of:-



Witness

S. Robson

Name:

SAHANTHA ROBSON

Address:

34 NUTCOMBE CRESCENT, ROCKFORD, ESSEX, SS4 1RT

Occupation:

COMPANY DIRECTOR

THE COMMON SEAL of

National Grid Gas PLC
was hereunto affixed
in the presence of: -