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Title Number ST124302

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(B)

DEED OF GRANT made the 31<sup>st</sup> day of July 1995

**1. PARTIES**

1.1 DAPHNE MARIE ELISABETH YORKE of 50 Brook Street Cannington Somerset ("The Grantor")

1.2 LAURENCE JACK HALES IRVINE and JOAN MARY MARGARET IRVINE both of Grange Barn Cannington Bridgwater Somerset ("the Grantee")

**2. DEFINITIONS**

The following terms shall have the following meanings:-

2.1 "The Plan" means the plan annexed to this Deed

2.2 "The Servient Land" means the land in the freehold ownership of the Grantor shown for the purposes of identification only edged red on the Plan details of which are set out in the First Schedule and each and every part of the Servient Land

2.3 "The Dominant Land" means the land and building in the freehold ownership of the Grantee shown for the purposes of identification only edged blue on the Plan details of which are set out in the Second Schedule intended to be benefited by the grant of the Rights and each and every part of the Dominant Land

2.4 "The Rights" means the rights details of which are set out in Clause 5 granted out of the Servient Land for the benefit of the Dominant Land

2.5 "The Grantor and the Grantee" shall have the meaning specified in Clause 1 and shall include the successors in title of the Grantor and the Grantee respectively

2.6 Words importing one gender include all other genders and words importing the singular include the plural and vice

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- 2.7 Where the Grantor and the Grantee are two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally

### **3. RECITALS**

- 3.1 The Grantor is seised in possession of the freehold interest in the Servient land free from incumbrances
- 3.2 The Grantor has for the consideration mentioned below agreed to grant the Rights to the Grantee

### **4 GRANT**

- 4.1 In consideration of £1.00 (One Pound) the receipt of which the Grantor acknowledges the Grantor grants with full title guarantee to the Grantee the Rights

### **5 THE RIGHTS**

The Rights granted by Clause 4.1 are

- (i) the rights for the Grantee his successors in title the owners and occupiers for the time being of the Dominant Land of free and uninterrupted passage and running of gas to and from the Grantee's property through and along the pipes which are under the Servient Land the approximate route of which is shown by a green broken line on the Plan for the use and enjoyment of the Dominant Land
- (ii) the right for the Grantee and persons authorised by the Grantee to enter on the Servient Land with or without workmen materials and specialist services for the purposes of repairing maintaining and relaying or removing any such pipes the person exercising such

right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Servient Land

**6 THE GRANTOR'S OBLIGATIONS**

The Grantor covenants with the Grantee to the intent and so as to bind the Servient Land into whosoever hands it may come and for the benefit and protection of the Dominant Land that the Grantor and his successors in title shall not do anything or suffer anything to be done on the Servient Land which might adversely affect the supply of gas passing through the pipes

**7 THE GRANTEE'S OBLIGATIONS**

The Grantee covenants with the Grantor

- (i) to keep the Grantor indemnified from and against any act loss damage or liability suffered by the Grantor in the exercise of the Rights
- (ii) to contribute one half of the future costs of repairing maintaining and renewing the line of pipes referred to in clause 5 (i)

**8 RESERVATION OF RIGHTS AND EXCLUSIVITY**

All rights not specifically and expressly included in the Rights reserved to the Grantor

**9 PERPETUITIES**

It is agreed and declared that the Rights shall be exercisable only if they and their subject matter shall come into existence within a period of 80 years from the date of this Deed which period shall be the perpetuity period applicable to this Deed

**10 ACKNOWLEDGEMENT FOR PRODUCTION**

The Grantor acknowledges the right of the Grantee to the production of the documents specified in the Third Schedule and to delivery of copies of such documents

**11 NOTING AT H M LAND REGISTRY**

The Grantor agrees that she shall use his best endeavours to assist in any application to the Chief Land Registrar for the noting of the rights on the title benefited by them

**12 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 Sixty Thousand Pounds (£60,000)

**13 HEADINGS**

The Clause headings do not form part of this Deed and shall not be taken into account in its construction or interpretation

IN WITNESS of which the parties to this Instrument have today hereto executed it as their Deed

**FIRST SCHEDULE**

("The Servient Land")

National Grid No. 1685 and part 2594 in the Parish of Cannington in the County of Somerset

**SECOND SCHEDULE**

("The Dominant Land")

Grange Barn Cannington Bridgwater Somerset as more particularly described in a Conveyance dated 8th September 1978 between Joseph William Yorke (1) James William Shattock and Henrietta Shattock (2)

### THIRD SCHEDULE

<u>DATE</u>	<u>NATURE OF DEED</u>	<u>PARTIES</u>
3.12.63	Conveyance	Joseph William Yorke (1) the said Joseph William Yorke and Louis Henry Palmer (2)
13. 4.81	Assent	The Grantor and Angela Mary Hollis (1) The Grantor (2)

SIGNED AS A Deed by the said  
LAURENCE JACK HALES IRVINE  
in the presence of:

Witness:

Name:

Address:

Occupation:

} JHI  
} X  
}

Kathy H Cune  
61 Wembdon Rise, Bridgwater TA6 7PU  
Secretary

SIGNED AS A DEED by the said  
JOAN MARY MARGARET IRVINE  
in the presence of:

Witness:

Name:

Address:

Occupation:

} JHI  
} X  
}

Kathy H Cune  
61 Wembdon Rise, Bridgwater TA6 7PU  
Secretary

SIGNED AS A DEED by the said  
DAPHNE MARIE ELISABETH YORKE  
in the presence of:

Witness:

Name:

Address:

Occupation:

} X D. Yorke  
}

Peggy Chaplin  
9 Southbrook Cannington  
Housewife



