

LAND REGISTRY
LAND REGISTRATION ACT 2002

County:
District:
Title No:
Property:



THIS DEED OF GRANT is made the _____ day of _____ 2010

1. PARTICULARS

1.1 "the Grantor"

[(Company Registration Number _____)] of

which expression where the context so admits shall include the Grantors successors in title and assigns

1.2 "the Grantee"

NORTHERN GAS NETWORKS LIMITED (Company Registration Number 5167070) whose registered office is at 1100 Century Way Thorpe Business Park Colton Leeds LS15 8TU which expression where the context so admits shall include its successors in title and assigns

2. RECITALS

WHEREAS

2.1 The Grantor is seized in fee simple in possession of the land referred to in the First Schedule hereto (hereinafter called "the Land") subject as is hereinafter mentioned but otherwise free from encumbrances

OR

2.1 The Grantor is the Registered Proprietor of the land comprised in the above title number (hereinafter called "the Land")

2.2 The Grantee 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 the Grantee's undertaking and desires to lay and thereafter maintain a pipeline and ancillary apparatus in the Land

2.3 Under the provisions of the Gas Act 1986 as amended by the Gas Act 1995 the Grantee may be directed to transmit gas on behalf of others

2.4 The Grantor has agreed to grant to the Grantee the easements hereinafter mentioned and the Grantee has agreed to enter into the covenants hereinafter contained

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- 4 MAR 2010

3 GRANT OF EASEMENTS

IN pursuance of the said agreement and in consideration of the sum of [] pounds (£) now paid by the Grantee to the Grantor (the receipt whereof the Grantor hereby acknowledges) and of the Grantee's covenants hereinafter contained the Grantor with full title guarantee (and to the intent that the easements hereby granted shall be appurtenant to the Grantee's undertaking and each and every part thereof) **HEREBY GRANTS** unto the Grantee **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 the Grantee 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 [] metres in width [the centerline of which is shown by the red line highlighted yellow][coloured hatched red] for identification purposes only on the plan annexed hereto (hereinafter called "the Strip of Land") and to pass over the Strip of Land 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 the Grantee in fee simple.

4 COVENANTS BY THE GRANTEE

- 4.1 **THE** Grantee (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 the Grantee 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 the Grantee **HEREBY COVENANTS** with the Grantor as follows:
 - 4.1.1 In exercising the easements hereby granted the Grantee 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 The Grantee shall so far as is reasonably practicable make good all damage or injury to the Land caused by the exercise by the Grantee 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 The Grantee 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 the Grantee) shall render the same permanently safe
 - 4.1.4 The Grantee 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 The Grantee 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 The Grantee 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 the Grantee

- 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 the Grantee in this Deed of Grant

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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 10 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 the Grantee that: -

- 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 the Grantee 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 the Grantee 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 the Grantee 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

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 Act 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

ALL communications relative to this Deed shall be addressed to the Grantor at the address given above and to the Grantee at United Utilities Property Solutions Limited Coniston Buildings Lingley Mere Business Park Lingley Green Avenue Great Sankey Warrington WA5 3UU or such other addresses as the parties shall from time to time notify to each other in writing

8 ACKNOWLEDGEMENT FOR PRODUCTION/NOTING OF DEED

8.1 **THE** Grantor hereby acknowledges the right of the Grantee 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 the Grantee 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 the Grantee 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

OR

THE Grantee with the consent of the Grantor hereby applies for a notice of this Deed under Section 27(2)(d) and paragraph 7 of Schedule 2 of the Land Registration Act 2002 to be made on the registers of the Land comprised in the title number set out in the heading to this Deed

9 COVENANTS JOINT AND SEVERAL

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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

THE FIRST SCHEDULE

ALL THAT land at

more particularly described in and conveyed by the deeds and documents of title set out in the Second Schedule below

THE SECOND SCHEDULE

Date	Document	Parties
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NYMNPA
- 4 MAR 2010

SIGNED AS A DEED

by the said

[Redacted signature]

in the presence of: -

[Redacted signatures]

PALL COLWEN, AYLESBURY HOWE, WILL LANE, FLEMING BROUGHTON
YOF GCX

SIGNED AS A DEED

by the said

in the presence of: -

EXECUTED AS A DEED by

LIMITED

acting by either its Director and Company Secretary
or two Directors:-

Director

Director/Secretary

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- 4 MAR 2010

EXECUTED AS A DEED by

NORTHERN GAS NETWORKS LIMITED

acting by either its Director and Company Secretary
or two Directors:-

Director

Director/Secretary