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Dated 23rd June .

1992

JAMES PETER ARCHER and HELEN DEANNA ARCHER

- to -

GEOFFREY GEORGE MORRIS and MARGARET MAY MORRIS

DEED OF WATER EASEMENT

at

Docklow Slade, Kimbolton, Leominster

Gordon, Lutton & Co.
Solicitors
6 Bridge Street
Hereford

JT/7459/mer

Examined with the original/examined
copy in our Offices.

This 17th day of July 1992

Gordon Lutton & Co.
GORDON, LUTTON & CO.,
Solicitors,
6 Bridge Street, Hereford.

THIS GRANT is made the

23rd

day of June

1992

BETWEEN

JAMES PETER ARCHER and HELEN

DEANNA ARCHER both of Docklow Slade Kimbolton Leominster in the County of Hereford and Worcester (hereinafter called "the first owner") of the one part and GEOFFREY GEORGE MORRIS and MARGARET MAY MORRIS of Bonaventure Kimbolton Leominster aforesaid (hereinafter called "the second owner") of the other part

W H E R E A S :

- (1) The first owner is the estate owner in respect of the fee simple in possession free from incumbrances of the land known as Docklow Slade Kimbolton Leominster situate and shown edged red on the plan annexed on which there is a bore hole at the point marked "A"
- (2) The second owner is the estate owner in respect of the fee simple in possession of the adjacent piece of land shown edged green on the plan annexed
- (3) The first owner has agreed to grant to the second owners a supply of water from the bore hole at the point marked "A" to the point marked "B" on the plan along the water pipe the route of which pipe is shown by the broken blue line on the plan
- (4) The water supplied is to be used for the domestic purposes of a dwelling on the second owner's land
- (5) It is agreed by the first owner that no charge will be made for the supply of water to the second owner but this concession is personal to the second owner and successors in title to the second owner will pay for the supply of water at a rate equivalent to that which would be charged by a statutory

water authority

NOW THIS DEED W I T N E S S E T H as follows:

1. In consideration of the premises under the covenants hereinafter contained the first owner hereby grants unto the second owner full right and liberty to a supply of water from the bore hole marked "A" on the plan annexed hereto through the pipe shown by the broken blue line on the plan such amount of water as may be required for the domestic purposes of the second owner's dwelling and for no other purpose whatsoever TO HOLD the same unto the second owner in fee simple

2. The right to take water from the said bore hole hereby granted to the second owner is to be free of charge in respect of the second owners only. The successors in title to the second owner will be liable to pay to the first owner or their successors in title a right for the water supply equivalent to that which will be charged by a statutory Water Authority for the supply of water

3. The first owner covenants with the second owner to the intent so as to bind the first owner's land in to whosoever hands the same may come and for the benefit and protection of the second owner's land that the first owners and their successors in title shall not do anything or suffer anything to be done on the first owner's land which might adversely affect the purity or flow of water passing through the pipe

4. The second owners covenant with the first owners

(a) to the intent so as to bind the second owner's land in whosoever hands the same may come and for the benefit and protection of the first owner's land that the second owner and

their successors in title shall keep the first owner indemnified from and against any acts loss damage or liability suffered by the first owners in exercise of the rights

(b) to keep in repair the pipe (and stop cock) at all times hereafter and make good all damage to the land of the first owner occasioned by any lack of repair of the said pipe (or stop cock) or in the carrying out of such repair

(c) to indemnify the first owner and their successors in title from and against all actions proceedings costs damage expenses claims and demands arising out of or incurred in consequence of any breach or non observance of any of the covenants on the second owner's part herein contained

5. The first owner reserves the right to realign and relay the pipe subject to giving reasonable prior notice to the second owner

IN WITNESS whereof the parties hereto have hereunto set their hands the day and year first before written

SIGNED and DELIVERED AS A DEED
by the said JAMES PETER ARCHER
and HELEN DEANNA ARCHER
in the presence of:-

Peter Archer

Helen Archer

Rachel Naya

5 Priory View, Belmont, Hereford

Secretary

SIGNED and DELIVERED AS A DEED
by the said
and
in the presence of:-

MORRIS
MORRIS

GCN
Mr Morris
Mr Morris

JAMES HAROLD BIRD

HAZELBENE KIMBOLTON

FARMER

