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Title Number HE65060

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DATED 9<sup>th</sup> July 1992

MR AND MRS J P ARCHER  
and  
MR AND MRS G G MORRIS

DEED

supplemental to Deed of Grant  
dated 23 June 1992

THIS DEED is made the 9<sup>th</sup> day of July One thousand nine hundred and ninety-two BETWEEN JAMES PETER ARCHER and HELEN DEANNA ARCHER both of Docklow Slade Kimbolton Leominster in the County of Hereford and Worcester (hereinafter called "Mr and Mrs Archer") of the one part and GEOFFREY GEORGE MORRIS and MARGARET MAY MORRIS of Bonaventure Kimbolton Leominster aforesaid (hereinafter called "Mr and Mrs Morris") of the other part

WHEREAS :-

- (1) This deed is supplemental to a Deed of Grant dated the Twenty-third day of June One thousand nine hundred and ninety-two made between Mr and Mrs Archer of the one part and Mr and Mrs Morris of the other part (in this deed called "the Deed of Grant") whereby Mr and Mrs Archer granted to Mr and Mrs Morris a right in fee simple to a supply of water as more particularly described in the Deed of Grant.
- (2) Clause 2 of the Deed of Grant provides that the right to take water from the said bore hole was to be free of charge in respect of Mr and Mrs Morris only and that their successors in title would be liable to make a payment to Mr and Mrs Archer or their successors in title for the water supply
- (3) The parties have agreed to execute this deed for the purpose of further clarifying and defining the terms upon which the rights granted by the Deed of Grant may be exercised

NOW THIS DEED WITNESSETH as follows :-

1. IT IS HEREBY AGREED AND DECLARED that :-

- (a) The rights granted by the Deed of Grant shall only be exercisable by any successor or successors in title to the land shown edged green on the plan annexed to the Deed of Grant conditionally upon their installing a water meter to record the volume of water passing through the pipe shown by the broken blue line on the plan on the Deed of Grant and making a

payment to Mr and Mrs Archer or to their successor or successors in title to the land on which the bore hole stands in accordance with the provisions of sub-paragraph (b) or (c) hereof

(b) Payment for the water passing through and registered by the meter shall be made quarterly on the usual quarter days at a rate equal to the price charged for domestic metered supplies of water by the water undertaker as defined by the Water Industry Act 1991 for the area in which the bore hole is situated

(c) In the event that it becomes impossible for whatever reason to base the payment to be made for the water passing through and registered by the meter upon the price charged for domestic metered supplies of water by the said water undertaker then the amount payable may be agreed at any time or in the absence of agreement may be determined by arbitration pursuant to the Arbitration Act 1950 or any statutory modification thereof for the time being in force

IN WITNESS whereof the parties hereto have executed this deed the day and year first before written

SIGNED as a deed by the said

JAMES PETER ARCHER and HELEN

DEANNA ARCHER in the presence

of :-

RACHER NAYJA,  
5 PRIORY VIEW,  
BELMONT, HFD

SIGNED as a deed by the said

GEOFFREY GEORGE MORRIS and

MARGARET MAY MORRIS in the

presence of :-

PETER GERALD LINTON -  
ROWBERY COURT (FARMER)  
BODENTHAM HFDs.

Peter G Linton

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