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Title Number SL222547

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DATED

4th November 2013.

DEED OF EASEMENT FOR USE OF SEPTIC TANK

relating to

1 BATCHCOTT, RICHARDS CASTLE, LUDLOW, SHROPSHIRE SY8 4EB

between



TORSTEN EDWIN FJASTAD ADMINISTRATOR OF LADY VERA MAUD O'BRIEN

and

IAN THOMAS AND KATHRYN EMMA PEARCE

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This deed is dated

HM LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 2002

Grantor's Title Number: SL220798

Administrative Area: SHROPSHIRE

Grantee's Title Number: SL222547

Administrative Area: SHROPSHIRE

PARTIES

- (1) **TORSTEN EDWIN FJASTAD** Administrator of Lady Vera Maud O'Brien Inchiquin of Kormorant, 1st Floor Sediba Plaza, Ou Wapad Road, Ifafi Harbeespoort 0216, Northern Province, South Africa (**Grantor**).
- (2) **IAN THOMAS and KATHRYN EMMA PEARCE** both of 1 Batchcott, Richards Castle, Ludlow, Shropshire SY8 4EB (**Grantee**).

BACKGROUND

- (A) The Grantor owns the freehold interest in the Grantor's Property and the Grantee owns the freehold interest in the Grantee's Property.
- (B) The Grantor has agreed to grant the Rights to the Grantee for the benefit of the Grantee's Property on the terms contained in this deed.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this deed.

Grantee's Covenants: the covenants set out in Schedule 2.

Grantee's Property: all the property at 1 Batchcott, Richards Castle, Ludlow, Shropshire shown edged green on the Plan and registered at HM Land Registry under the title number referred to above.

Grantor's Covenants: the covenants set out in Schedule 3.

Grantor's Property: the property at Woodcroft, Richards Castle, Ludlow, Shropshire, SY8 4EB part of which is shown edged red on the Plan and registered at HM Land Registry under the title number referred to above.

Plan: the plan annexed to this deed.

Reserved Rights: the rights set out in Schedule 4.

Rights: the rights set out in Schedule 1.



Septic Tank System: the existing septic tank, outflow pipes, soakaways and all other ancillary apparatus that are located on under or through part of the Grantor's Property

Any reference to the **Grantor**, or **Grantee** shall include that party's personal representatives, successors in title or permitted assigns.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.3 Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this deed; references to paragraphs are to paragraphs of the relevant Schedule.
- 1.4 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.5 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts [provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party].
- 1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.9 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. GRANT

- 2.1 In consideration of the covenant given by the Grantee in clause 4, the Grantor with limited title guarantee grants to the Grantee the Rights for the benefit of the Grantee's Property.
- 2.2 The Rights are not granted exclusively to the grantee and are granted subject to the Reserved Rights and any other rights of the Grantor in relation to the Grantor's Property whether or not referred to in this deed.

3. GRANTOR'S COVENANTS

The Grantor covenants with the Grantee so as to bind the Grantor's Property into whoever's hands it may come, for the benefit of the Grantee's Property, that the Grantor and its successors in title shall at all times observe and perform the Grantor's Covenants.

4. GRANTEE'S COVENANTS

The Grantee covenants with the Grantor for the benefit of the Grantor's Property, that the Grantee, its successors in title and anyone authorised by them to use the Rights shall at all times observe and perform the Grantee's Covenants.

5. HM LAND REGISTRY

- 5.1 The Grantor consents to notice of the Rights and of any restrictive covenants made in this deed by the Grantor being noted against the Grantor's registered title to the Grantor's Property.
- 5.2 On completion of this deed, the Grantee shall:
- (a) apply to HM Land Registry to note the Rights and any restrictive covenants against the Grantor's registered title.
 - (b) apply to HM Land Registry to enter a notice of any restrictive covenants made by the Grantee in this deed against the registered title to the Grantee's Property and to enter the Rights in the Property register of the Grantee's title as appurtenant rights.
- 5.3 As soon as possible after completion of this deed, the Grantee shall give to the Grantor official copies of the registered titles to the Grantor's Property and the Grantee's Property, to show that the Rights and any restrictive covenants made by the Grantor have been properly and correctly entered against the respective titles.

6. RESERVATION OF RIGHTS

The Grantor reserves to itself the Reserved Rights.

7. INDEMNITY

The Grantee shall indemnify the Grantor and keep the Grantor indemnified against all liabilities, costs, expenses, damages and losses arising from:

- (a) the exercise of the Rights;
- (b) the carrying out of any works permitted by this deed;
- (c) any breach of any of the Grantee's Covenants;

by the Grantee, or by any occupier of the Grantee's Property or by an employee or invitee of the Grantee, or by any other person who is allowed or permitted by the Grantee to exercise the Rights.

8. LIABILITY

8.1 If the Grantor and/or the Grantee is/are more than one person then, unless otherwise expressly provided in this deed, those persons shall be jointly and severally liable for their respective obligations arising under this deed. Either party may take action against, or release or compromise the liability of, any one of those persons or grant time or other indulgence to any one of them without affecting the liability of any other of them.

8.2 The Grantor shall not be liable to the Grantee for any failure of the Grantor to comply with the Grantor's Covenant contained in Schedule 3 unless and until the Grantee has given the Grantor notice of the facts that give rise to the failure and the Grantor has not remedied the failure within a reasonable time.

8.3 The Grantor is not liable for the death of, or injury to the Grantee its employees, invitees or for damage to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise of the Rights.

9. RIGHTS OF THIRD PARTIES

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.



10. GOVERNING LAW AND JURISDICTION

- 10.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 10.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

A handwritten signature or set of initials, possibly 'JA', written in black ink.

Schedule 1 The Rights

1. SEPTIC TANK SYSTEM RIGHTS

The rights, for the Grantee and those authorised by it (subject to paragraph 1 Schedule 2), at all times and in common with the Grantor and other persons having the same rights to:

- 1.1 Drain and dispose of foul water and domestic effluent through the Septic Tank System located in, under and upon the Grantor's Property
- 1.2 Enter those parts of the Grantor's Property as are necessary with or without vehicles, plant and equipment (at the Grantee's expense and in a proper and workmanlike manner) to retain, inspect, maintain, repair, renew and replace those parts of the Septic Tank System which serve the Grantee's Property causing no unreasonable damage to the Grantor's land and making good any damage caused as soon as reasonably practicable and to the reasonable satisfaction of the Grantor.



Schedule 2 Grantee's covenants

The Grantee shall:

1. STATUTORY REQUIREMENTS

When exercising the Rights, comply with all laws governing the use of the Septic Tank System..

2. DAMAGE

Not cause any damage to the Grantor's Property, or to any property of the owners or occupiers of the Grantor's Property, and shall immediately make good any damage caused to the Grantor's reasonable satisfaction and pay full compensation to the Grantor in respect of any damage caused that is not made good and any loss caused to the Grantor due to such damage.

3. NUISANCE

Not cause any nuisance, annoyance or disturbance to the Grantor or occupiers of the Grantor's Property, or of any neighbouring land, or to any other person entitled to the Rights in common with the Grantee.

4. CONTRIBUTION TOWARDS COST OF REPAIR AND MAINTENANCE

When called upon by the Grantor to contribute jointly towards the cost of cleaning, emptying, retaining, inspecting, maintaining, repairing, renewing and replacing those parts of the Septic Tank System which are jointly used by the Grantor's Property and the Grantee's Property



Schedule 3 Grantor's covenants

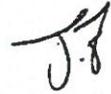
1. INTERFERENCE WITH SEPTIC TANK SYSTEM

The Grantor shall not do anything or allow anything to be done on the Grantor's Property that may interfere with or damage the Septic Tank System or interfere with, impede or obstruct the Grantee's access to it.

2. PROHIBITED ACTIVITY

The Grantor shall:

- 2.1 not erect any building or structure or plant on or beneath the Septic Tank System.
- 2.2 not change the level of the surface, ground cover or composition of the Septic Tank System.
- 2.3 not drill, dig or break up the land within the Septic Tank System..



Schedule 4 Reserved Rights

The Grantor reserves the following rights for itself, its successors in title and all other persons authorised by it to benefit from the same:

1. RIGHT TO REPAIR THE GRANTOR'S PROPERTY

The right at any time to repair, maintain or replace any services, structures or facilities on any part of the Grantor's Property provided that in so doing the Grantor will cause as little interference as is reasonably practicable to the exercise of the Rights by the Grantee.

2. RIGHT TO BUILD ON THE GRANTOR'S PROPERTY

Subject to the Grantor's covenant in paragraph 2 of Schedule 3, the right to use any part of the Grantor's Property as the Grantor thinks fit, or to build on or develop any part of the Grantor's Property or any neighbouring land, provided that any such use or works do not interfere with, or obstruct, the exercise of the Rights by the Grantee.



Signed as a deed by **TORSTEN EDWIN FJASTAD** in the presence of:



[SIGNATURE OF GRANTOR]

.....
[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

CATHERINE DAVIES
HANWAY HOUSE
BATCHCOTT
S48 4EB.

Signed as a deed by **IAN THOMAS and KATHRYN EMMA PEARCE** in the presence of:



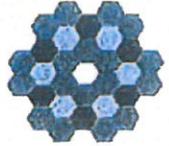
[SIGNATURE OF GRANTEE]

.....
[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

33 LARKS RISE
CLEOBURY MORTIMER
WORCS.
DY14 8JJ.
SALES ADMINISTRATOR.

Land Registry
Official copy of
title plan

Title number
Ordnance Survey map reference **SO4971SW**
Scale **1:2500**
Administrative area **Shropshire**



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