

DATED

2012

RICHARD ANDRE WHEELER

-and-

PETER JOHN WHEELER

-and-

JUDITH MARY BLACKMAN

-and-

PHILIPPA MARY BENDALL

- to -

HAMPSHIRE COUNTY COUNCIL

DEED OF GRANT

Easement for drainage in land at
Henstings Lane Owlesbury in Hampshire

K R Gardner
Head of Legal Services
Hampshire County Council
The Castle
Winchester
Hampshire SO23 8UJ

PT31K/372/PCS

THIS DEED is made the _____ day of _____ 2012

BETWEEN: RICHARD ANDRE WHEELER of Park Cottage Highfield Avenue Twyford Hampshire; PETER JOHN WHEELER of 2 Riverside Cottage Fromebridge Mill Whitminster Glos GL2 7PD; JUDITH MARY BLACKMAN of 47 Cheriton Road Winchester Hampshire SO22 5AX and PHILIPPA MARY BENDALL of Chalkdell Cottages Shawford Winchester Hampshire SO21 2AA (hereinafter called “the Grantors”) of the one part and HAMPSHIRE COUNTY COUNCIL of The Castle Winchester Hampshire SO23 8UJ (hereinafter called “the County Council”) of the other part

WHEREAS

- (a) The County Council is the highway authority for the public highway known as Henstings Lane (hereinafter called “the dominant land”) and propose to make provision for the better drainage of the dominant land as hereinafter appears
- (b) The Grantors are seised for an estate in fee simple absolute in possession of land at Henstings Lane Owlesbury in Hampshire as shown **edged red** (hereinafter called “the servient land”) on Plan No. 212167/6 REV A (“the Plan”) annexed hereto
- (c) The County Council pursuant to its statutory powers and duties as highway authority and for the better drainage of the dominant land propose with the consent of the Grantor for culvert replacement and ancillary works (hereinafter called “the Scheme Works” as shown on the Plan on the servient land as hereinafter appears and the approximate position of the said area of land for the installation use and future maintenance of the culverting work is shaded brown on the Plan (“the Area”)
- (d) The Grantors have agreed with the County Council to grant an easement in accordance with the terms and conditions hereinafter contained

NOW THIS DEED WITNESSETH as follows:-

1. The Grantors with full title guarantee HEREBY GRANT to the County Council:-

- (i) The right at all times to enter upon the servient land to use lay construct retain and maintain the Works within the servient land and
- (ii) the right at all times for the uninterrupted running and discharge of surface water from the dominant land through the Works on the servient land
- (iii) the right at all times with or without its servants workmen or contractors together with all necessary vehicles implements tools machinery and plant to enter upon the servient land for the purpose of laying constructing renewing inspecting replacing removing cleansing and maintaining the Works TO HOLD the same unto the County Council in fee simple free from incumbrances

2. THE County Council hereby covenants with the Grantors as follows:-

- (i) On the occasion of each and every laying constructing renewing inspecting replacing removing cleansing and maintaining of the Works the County Council will reinstate any damage caused to the servient land in the exercise of the rights hereby granted
- (ii) At all times to keep and maintain the Works in good condition
- (iii) At all times to keep the Grantors and the occupier or occupiers for the time being of the servient land indemnified from and against all claims proceedings costs expenses actions or liabilities arising from the exercise by the County Council of the rights hereby granted to the extent that the County Council shall not be liable for any such costs or claims as aforesaid arising as a result of any default or negligence by the Grantors or his servants or agents
- (iv) Pay the Grantors reasonable legal and surveyors' costs of and incidental to the preparation and completion of this Deed and the counterpart thereof

3. The Grantors (to the intent and so as to bind the servient land and every part of it into whosoever hands it may come and to benefit and protect the easement granted by this Deed) hereby covenant with the County Council as follows:-

(a) that he will not do or allow to be done in or upon the servient land anything which may reasonably be expected to cause damage to the Works and will at all times exercise his best endeavours to protect the Works from any damage which may arise as a result of the use and enjoyment of the servient land by him or his tenants licensees workmen or others authorised by him and will not obstruct or impede the County Council's access to the Works in the exercise of the rights hereby granted

(b) that he will not construct any buildings or structures whatsoever on or over the Works or use or place any heavy loads or items over the Works

(c) that he will not increase or lower in any way the level of the ground over the Works which might affect the depth of cover for the Works

(d) that he will not obstruct or interfere with the free flow of water discharged from the Works

(e) if the Grantors shall desire to relocate the Works the Grantors shall obtain the prior written approval of the County Council to the proposed new position for the Works and if the County Council shall agree to the new position of the Works such relocation shall be carried out by the Grantors or his duly authorised agents to the satisfaction of the County Council and without the payment of any consideration by the County Council and the terms of this Deed shall continue to apply to the Works in their re-routed position and the Grantors will pay all the costs incurred by the County Council in approving the relocation and checking that the said relocation of the Works has been carried out to the County Council's complete satisfaction

4. IT IS HEREBY EXPRESSLY AGREED AND DECLARED that:

(a) the right of the County Council hereby granted to cause surface water from the dominant land to flow through the servient land in accordance with the rights hereby granted shall not be limited to the amount of flow of water at the commencement of the exercise of such rights or to any specified volume of water but that the County Council may at their discretion and without incurring any additional obligation to the Grantors or his successors in title increase the said volume of water up to the maximum limit of the capacity of the Works

5. Any dispute arising hereunder 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 giving 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

6. The parties hereto hereby apply to the Registrar at the Land Registry to enter a Notice of the rights hereby granted and the covenants herein contained in the Registers of Title Number HP566923

IN WITNESS this document has been executed as a deed and it is delivered on the day and year first before written

THE SCHEDULE 1

("the Works")

The County Council to:-

Carry out the Works as follows:

1. Cutting back the hedgerow

2. Re-cutting the ditch along it's length, and
3. The installation of 2 small concrete headwalls with 3 metres of 300mm dia pipe.

SIGNED by the said)
 RICHARD ANDRE WHEELER)
 as a Deed in the presence of:-)

Signature of Witness

Full name in block letters

Address

.....

SIGNED by the said)
 PETER JOHN WHEELER)
 as a Deed in the presence of:-)

Signature of Witness

Full name in block letters

Address

.....

SIGNED by the said)
 JUDITH MARY BLACKMAN) X
 as a Deed in the presence of:-)

JMB
 X

Signature of Witness

Full name in block letters

Address

.....

SIGNED by the said)
PHILIPPA MARY BENDALL)
as a Deed in the presence of:-)

Signature of Witness

Full name in block letters

Address

.....

Executed as a deed by affixing
THE COMMON SEAL of HAMPSHIRE
COUNTY COUNCIL in the presence of:-

Authorised Signatory



LAND OWNED BY THE GRANTORS



AREA OF LAND REQUIRED FOR EASEMENT 285 SQ.M



 Hampshire County Council HIGHWAY UNIT EAST		Hensting Lane N/A Jul. 2011 N/A		EASEMENT 212167/6 A N/A	
HAMPSHIRE COUNTY COUNCIL ENVIRONMENT DEPARTMENT HIGHWAYS EAST		RCP RCP AT		212167/6	
HENSTING LANE		RCP RCP AT		212167/6	
HENSTING LANE		RCP RCP AT		212167/6	