

DATED

30th April

~~2009~~ 2010

UNITED UTILITIES WATER PLC

DEED OF GRANT

under Section
104 of the Water Industry Act 1991
relating to sewers at Land at Station Road Pendruddock Penrith Eden
in the County of Cumbria

DUNMAIL DEVELOPMENTS LIMITED

- and -

LESLIE WINDER WILSON, THOMAS ARTHUR WILSON, ETHEL MARY HOLLIDAY,
HOWARD WILLIAM HOLLIDAY and JOSEPHINE MARY WOOD

We hereby certify that this document is a
true copy of the original.

Amison & Co
Amison & Co. Ltd Solicitors

Date: 12.05.10

D P Hosker
Solicitor
Warrington

NHC/KJ/455923

H M LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 2002

County and District : Penrith Cumbria

Title Number : CU239593 and CU248044 and unregistered titles identified by the Key to the plans attached numbered B2069/10 and B2069/11

Property : Land at Station Road Pendruddock Penrith Eden

Date : 30th April 2009 2010

1. Definitions

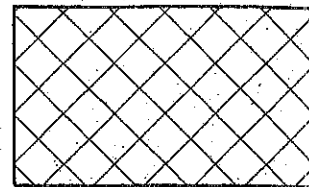
"The Undertaker" means UNITED UTILITIES WATER PLC of Haweswater House Lingley Mere Business Park Lingley Green Avenue Great Sankey Warrington WA5 3LP and its successors in title

"the Apparatus" means the foul and/or surface water sewers and any accessories thereto as defined by Section 219 of the Water Industry Act 1991 as are within the Protected Strip defined below

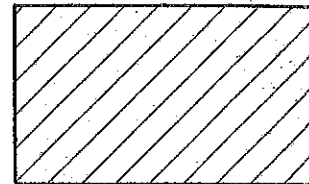
"the Protected Strip" The strip of land shown coloured yellow on the Layout Plan having a width of six metres and (unless the contrary shall be stipulated or be clear from the Drawings or the Layout Plan) the Protected Strip shall lie one half to each side of the centreline of those parts of the Works which are not being constructed within Estate Roads and/or public highways and any existing sewers and any Diverted Sewers or Public Lateral Drains (other than any sewers or Lateral Drains which may be abandoned pursuant to this Agreement) as

David Poffel
8th Holiday
H. H. H. H.
Josephine M. H. H.
P. A. Wilson
P. H. H. H.

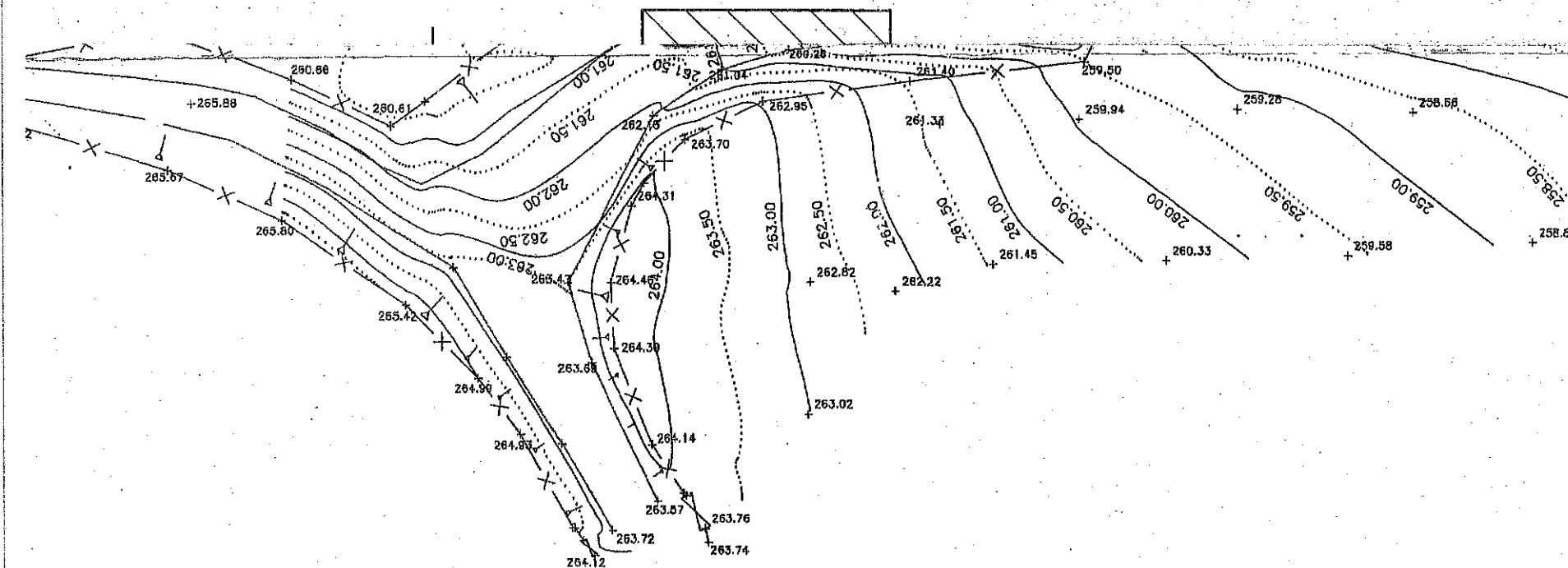
LAND OWNERSHIP :



Denotes DUNMAIL DEVELOPMENTS



Denotes Mr. LES WILSON



Revision	Date	Made By
B	01.11.06	Manhole P6 invert level now 246.926
A	11.10.06	Manhole P2, P3 & P6 now 1500 dia

Bingham Yates & Partners **Consulting Engineers**

4 Chapel Street, Carlisle, Cumbria, CA1 1JA.
 Tel (01228) 521436 Fax (01228) 515579

Project Station Road, Penruddock
 Proposed Foul Sewer

Drawing Title
 Proposed Drainage Layout

Client Dunmail Developments Limited

Scale 1:500

Drawn AG

Date Sep. 06

Checked

B2069 / 10

Revision

AUTHORISED
 SIGNATORY

342600E

are shown on the drawings or the Layout Plan and includes any part or parts of the Protected Strip.

"the Dominant Tenement" means the undertaking of the Undertaker within its area as particularised in the Undertaker's "Instrument of Appointment" as a sewerage undertaker and taking effect under the Water Act 1989 and the properties and rights forming part thereof

"the Grantor" means DUNMAIL DEVELOPMENTS LIMITED of Clint Mill Cornmarket Penrith Cumbria CA11 7HW owns title number CU239598, THOMAS ARTHUR WILSON of Sawmill Cottage Town End Penruddock, LESLIE WINDER WILSON of Town End Penruddock, owners of title number CU248044 and ETHEL MARY HOLLIDAY, HOWARD WILLIAM HOLLIDAY and JOSEPHINE MARY WOOD ALL OF Penruddock Hall Penruddock Penrith Cumbria CA11 0RD, owners of the unregistered title as identified on the Key to plans B2069/10 and B2069/11 attached who are the owners of the Protected Strip affected by the Works within the Green Land but not in an estate road or public highway

2. Rights

Subject to the Grantor complying with his obligations under this Deed and to the Undertaker making good so far as is reasonably practicable or paying proper compensation for any damage not made good and to the Undertaker indemnifying the Grantor from and against all rates taxes impositions and outgoings of an annual or recurring nature claims demands proceedings damages losses costs charges and expenses arising out of the exercise of the Rights the Grantor HEREBY GRANTS with

full title guarantee the following perpetual rights ("the Rights") to the Undertaker for the benefit of the Dominant Tenement and each and every part thereof:

- (a) The right of having retaining using inspecting the condition of reconstructing replacing relaying altering maintaining cleansing repairing conducting and managing the Apparatus in through under over or upon the Protected Strip (being the servient tenement) and having and enjoying the free flow and passage of water with or without other matter through any part of the Apparatus as shall be a pipe AND (except where the Apparatus is used to convey foul water) all easements rights and facilities to discharge the contents therefrom into any ditch or watercourse within or adjacent to the Protected Strip and for which the Grantor is the riparian owner at the point of discharge
- (b) For the purposes hereof and in particular for the purposes mentioned in paragraph (a) of this Schedule (and for similar purposes in relation to any connected length of pipes or Works incidental thereto) the right at any time and at all times in the day or night time with or without vehicles plant machinery servants contractors and others and all necessary materials to enter upon and pass and re-pass along the Protected Strip by a route within the same or by such (if any) other convenient route from a public highway as the Undertaker shall with the approval of the Grantor (which shall not be unreasonably withheld or delayed) from time to time require doing and occasioning no unreasonable damage thereto or to the Grantor's adjoining land;
- (c) The right of erecting on or near the Protected Strip and maintaining any necessary markers indicating the Protected Strip or the position of the Apparatus Provided the same are not erected in such a position as to unreasonably affect the beneficial use of the land hereby transferred;
- (d) The right in exercising the Rights to make all necessary excavations and to tip soil on land immediately adjoining such excavations as shall be necessary or desirable in relation to the exercise of the Rights;

- (e) The right of fencing or severing off such part of the Protected Strip from the adjoining and adjacent land of the Grantor as shall be necessary and for so long as may be necessary during the exercise of the Rights;
- (f) The right of support for the Apparatus from the subjacent and adjacent land and soil including minerals of the Grantor;
- (g) The right to remove all or any trees and shrubs growing in the Protected Strip and any walls hedges and fences thereon.

3. Covenants

The Grantor to the intent that the burden of this covenant may run with the Protected Strip and so as to bind (so far as practicable) the same into whosoever hands the same may come and every part thereof and to benefit and protect the apparatus and undertaking of the Undertaker and each and every part thereof capable of being so benefited or protected but not so as to render the Grantor personally liable for any breach of covenant committed after the Grantor has parted with all interest in the land in respect of which such breach shall occur hereby covenants with the Undertaker to observe and perform the following covenants:


- 1. Not to use or permit or knowingly suffer to be used the Protected Strip or any adjoining or adjacent land of the Grantor for any purpose that may:
 - 1.1 endanger injure or damage the Apparatus or render access thereto more difficult or expensive
 - 1.2 adversely affect the quality of water or other matter therein or the free flow and passage thereof or means of communication along or through the same
- 2. Without prejudice to the generality of the foregoing:
 - 2.1 not to erect construct or place any building wall or other structure or erection or any work of any kind whether permanent or temporary Provided Always that this covenant shall not be deemed to prevent the erection of boundary or other fences which are of an easily removable character

- 2.2 not to withdraw support from the Apparatus or from the Protected Strip
 - 2.3 not to undertake or cause or permit to be undertaken any piling or percussive Works within the Protected Strip
 - 2.4 not to alter the ground levels within the Protected Strip
 - 2.5 not to plant or cause or permit to be planted any trees or shrubs in the Protected Strip
 - 2.6 not to construct or lay or cause or permit construction or laying of any street road pipe duct or cable across the Apparatus at an angle of less than forty five degrees formed by the Apparatus and the street road pipe duct or cable PROVIDED that this prohibition shall not apply to an existing street road pipe duct or cable
3. To advise any tenant for the time being of the Protected Strip of the existence of the Apparatus and of this deed and its contents insofar as the same relate to the tenant's occupancy and enjoyment of the Protected Strip
 4. The Undertaker shall have the benefit of the right to enforce these covenants pursuant to The Contracts (Rights of Third Parties) Act 1999
 5. Notwithstanding the earlier exercise of the Rights or the earlier enforcement of the Covenants, the Apparatus shall not vest in the Undertaker until it has issued a Vesting Declaration vesting the Apparatus in itself pursuant to Section 102 of the Water Industry Act 1991.

EXECUTED AS A DEED by the parties hereto the day and year first before written

EXECUTED AS A DEED by
DUNMAIL DEVELOPMENTS
LIMITED acting by a Director and
Its Secretary in the presence of:-

} 


Ladjuah
Apples
CA 16 6XT

SIGNED AS A DEED by
THOMAS ARTHUR WILSON

in the presence of:-

D. I. Hunter in Son
Beckside, Penmudrock

SIGNED AS A DEED by
LESLIE WINDER WILSON

in the presence of:-

D. I. Hunter in Son
Beckside, Penmudrock

SIGNED AS A DEED by
SHEILA MAY WILSON

in the presence of:-

SIGNED AS A DEED by
ETHEL MARY HOLLIDAY

in the presence of:-

Richardson
Penmudrock
Solicitor.

SIGNED AS A DEED by
HOWARD WILLIAM HOLLIDAY

in the presence of:-

Richardson
Penmudrock, Penmudrock
Civil Servant.

SIGNED AS A DEED by
JOSEPHINE MARY WOOD

in the presence of:-

Richardson
Penmudrock
Solicitor.

EXECUTED AS A DEED by affixing)
THE COMMON SEAL of UNITED)
UTILITIES WATER PLC)

in the presence of:)

NB
Authorised Signatory

