

THIS DEED is dated the 24th day of January Two thousand and Twenty-~~four~~ five

BETWEEN

- (1) PETER CARROLL and PAULA ANN CARROLL of 60 Bishopdale Close Great Sankey Warrington WA5 3DF (the First Grantors)
- (2) JULIE CREWE and IAN CREWE of The Old Workshop, Penruddock, Penrith CA11 0RD (the Second Grantor)
- (3) JOSEPHINE MARY WOOD of Jasmine House Motherby Penrith Cumbria CA11 0RJ and HOWARD WILLIAM HOLLIDAY of The Coach House, 20 Mickleover Manor, Mickleover, Derby DE3 0SH (the Third Grantor)
- (4) JAMES HAYWARD TURNER LAWLER and RUTH LAWLER of Sawmill Cottage Penruddock Penrith CA11 0RD (the Grantees)

1. Definitions – In this Deed

- 1.1 The First Grantors are the registered proprietors of the First Servient Land
- 1.2 The Second Grantor Julie Crewe is the registered proprietor of the Second Servient Land and appoints Ian Crewe as a New Trustee to act jointly with her to confirm the disposition
- 1.3 The Third Grantors are the owners in fee simple of the Third Servient Land
- 1.4 The Grantors means the First Grantors, the Second Grantor and the Third Grantors together
- 1.5 The Grantees are the registered proprietors of the Dominant Land
- 1.6 The First Servient Land means the land shown edged orange on the Plan 1 being part of the land comprised in Title Number CU325009
- 1.7 The Second Servient Land means the land shown edged blue on the Plan 1 being part of the land comprised in Title Number CU326400
- 1.8 The Third Servient Land means the land shown edged green on the Plan 1 being part of the land comprised in the Deeds referred to in Schedule 3 below
- 1.9 The Dominant Land means the land registered under Title Number CU247367 shown edged red on Plan 1 and described in Schedule 2 below
- 1.10 The Rights means the rights set out in Schedule 1 below

- 1.11 Plan 1 means Plan 1 annexed hereto
- 1.12 Plan 2 means Plan 2 annexed hereto
- 1.13 Servient Lands means the First Servient Land, the Second Servient Land and the Third Servient Land together.
- 1.14 The Sewer Pipe means the pipe shown by a broken brown line on Plan 1 and to further assist with its identification shown by a broken brown line on Plan 2 but in the event of any conflict between Plan 1 and Plan 2 then Plan 2 shall prevail

2. Grant

1. In consideration of one peppercorn paid by the Grantees to the Grantors receipt of which is acknowledged and the covenants given by the Grantees in clause 5 the Grantors grant the Rights to the Grantees in fee simple with full title guarantee
2. The Grantors consent to notice of the Rights and the burden of any restrictive covenants being noted against their registered titles to the Servient Lands
3. The Grantees consent to notice of the burden of their restrictive covenants being noted against their registered title to the Dominant Land and request the rights should be entered in the Property Register of that title as appurtenant rights

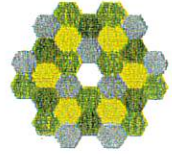
4. Grantor's Covenants

The Grantors so as to bind the Servient Lands into whosoever hands it may come and for the benefit and protection of the Dominant Land, covenant with the Grantee for themselves and their successors in title to observe and perform at all times after the date of this deed in relation to the Servient Lands and the Rights not to do anything or allow anything to be done on the Servient Lands (or such part of it as the First Grantors, the Second Grantor and the Third Grantors have an interest in it) that interferes with or damages the Sewer Pipe or interferes with, impedes or obstructs the Grantees access to or use it.

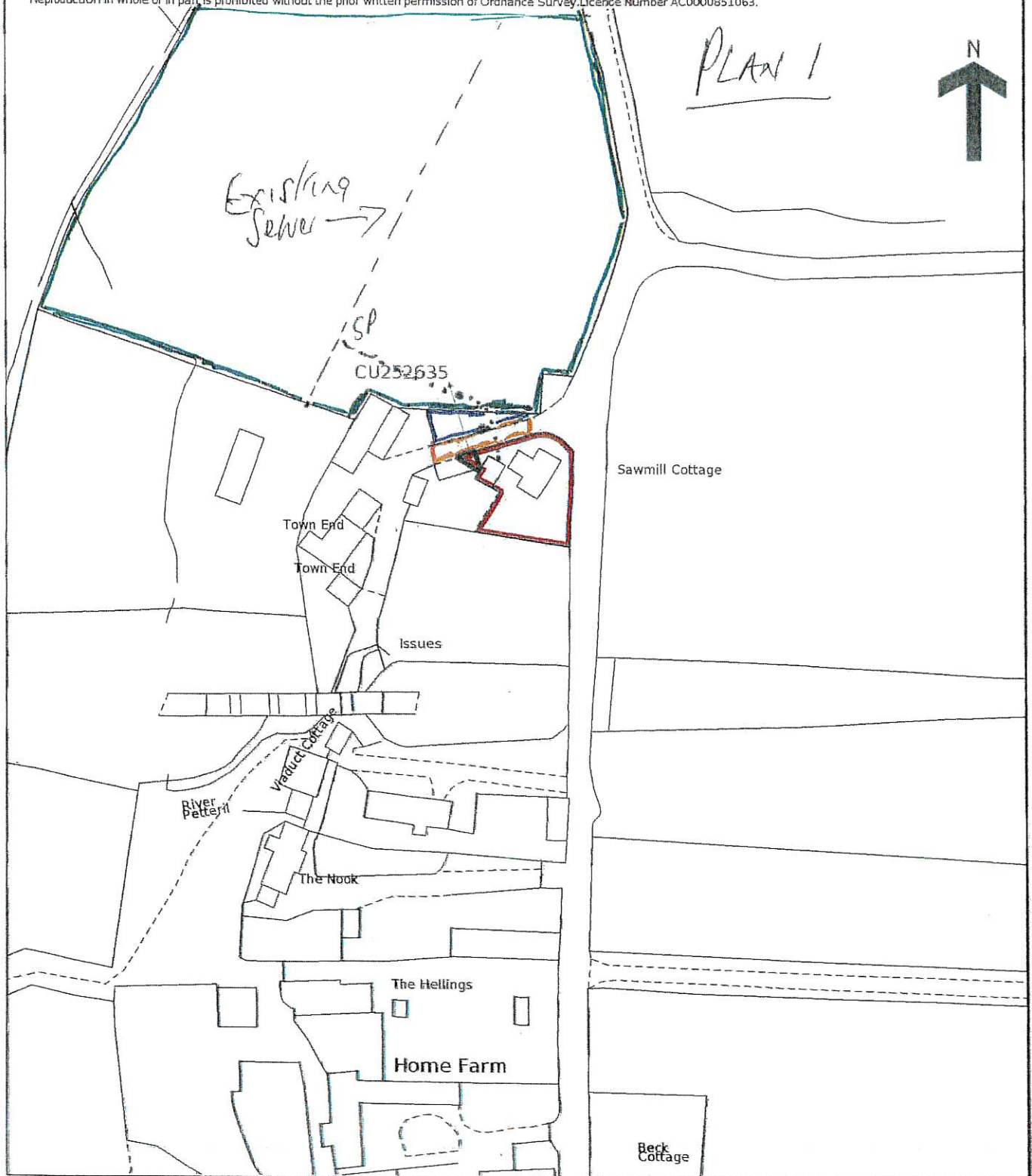
5. Grantee's Covenants

HM Land Registry
Official copy of
title plan

Title number **CU247367**
Ordnance Survey map reference **NY4228SE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Westmorland and
Furness**



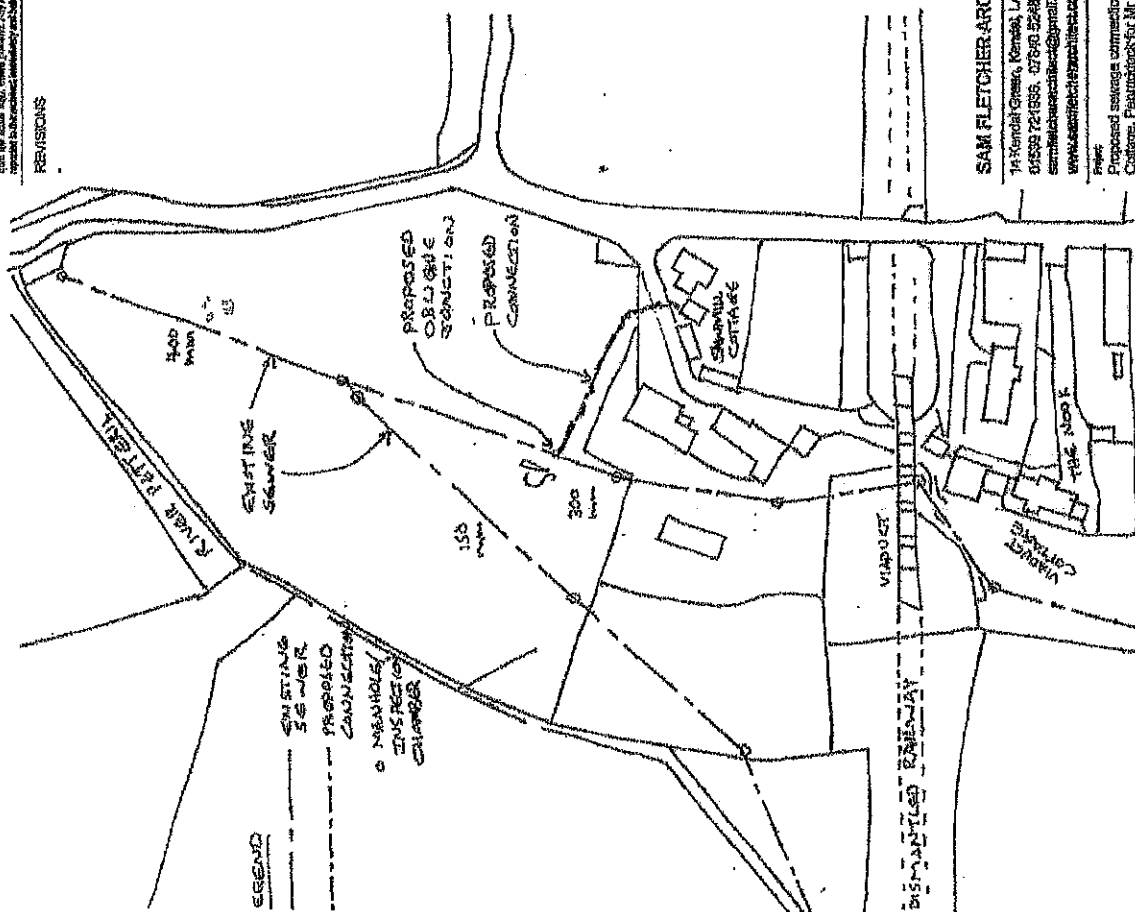
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Josephine M. Wood

the Home

REVISIONS



SAM FLETCHER ARCHITECT

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www.suan.kandal.com

Project: Proposed sewage connection at Sawmill Cottage, Featherbed for Mr and Mrs Lauder.

Plan of proposed connection
<p>File:</p>

Rebate	Report Date	Date
41350	A4	11/20/23
Project No	Display No	Project
308	02	-

Josephine M. Wood.

The Grantees so as to bind the Dominant Land into whosoever hands it may come and for the benefit of the Grantor's interest in the Servient Lands, jointly and severally covenant with the Grantors for themselves and their successors in title to observe and perform at all times after the date of this deed in relation to the Dominant Land the following stipulations and restrictions:

5.1 Statutory Requirements

When exercising the Rights to comply with all laws governing the installation and use of the Sewer Pipe.

5.2 Damage

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

5.3 Nuisance

Not to cause any nuisance, annoyance or disturbance to the Grantors or occupiers of the Servient Lands, or of any neighbouring land, in exercise of the Rights.

6. Indemnity

The Grantees covenant jointly and severally with the Grantors to keep the Grantors and their estates indemnified from and against any act, costs, loss, damage or liability suffered by the Grantors or their estates arising out of or in connection with :-

6.1 The exercise of the Rights.

6.2 The carrying out of any works permitted by this Deed.

6.3 Any breach of the Grantees Covenants or;

6.4 Any breach of the terms of this Deed.

7. Perpetuity Period

It is agreed and declared that the Rights shall be exercisable only if they or their subject matter come into existence within a period of 80 years from the date of this deed which shall be the perpetuity period applicable to this deed

8. The Grantors and the Grantees agree to apply to the Registrar for entry of Notice of the Rights in the Charges Register of the Servient Lands and for entry of the Rights in the Property Register of the Dominant Land

9. Julie Crewe (the First Named Second Grantor) appoints Ian Crewe as a New Trustee to act jointly with her to confirm the disposition

SCHEDULE 1

The Rights

1. Definitions

The Sewer Pipe means a foul sewer not exceeding 100 millimetres nominal diameter in the position approximately marked by a broken brown line on Plan 1 together with inspection chambers, markers and other works and ancillary apparatus all being the property of the Grantees

2. Grant

The right for the Grantees and their successors in title and those authorised by it or them to enter such part of the Servient Lands as are unbuilt upon with or without vehicles, plant and equipment (at the Grantees expense and in a proper and workmanlike manner) at all reasonable times and in an emergency at any time to survey, construct and lay the Sewer Pipe at a depth of not less than one metre in through, upon and under the Servient Lands to drain foul water and domestic effluent and surface water through the Sewer Pipe from all buildings now on the Grantees land to the public sewer at the location marked SP on Plan 1 and afterwards at all times to use, maintain, inspect, renew, replace, relay or remove it and render it unusable.

SCHEDULE 2

ALL THAT freehold property known as Sawmill Cottage Penruddock Penrith CA11 0RD Title Number CU247367

SCHEDULE 3

Number	Date	Document	Parties
1.	1st February 1983	Grant of Probate	In the Estate of the late Thomas William Holliday wh died on 12 th April 1982 in favour of Ethel Mary Hollida and Howard William Holliday.
2.	5 th October 1985	Assent	Ethel Mary Holliday and Howard William Holliday (: Ethel Mary Holliday, Howard William Holliday an Josephine Mary Wood (2).
3.	2 nd February 2013	Death Certificate	Ethel Mary Holliday.

WITNESSETH the hands of the parties hereto the day and year first before written

SIGNED AS A DEED by the said
PETER CARROLL
In presence of:

Witness signature.....
Print Name.....
Address.....
Address.....
Address.....
Address.....

SIGNED AS A DEED by the said
PAULA ANN CARROLL
In presence of:

Witness signature.....
Print Name.....
Address.....
Address.....
Address.....
Address.....

SIGNED AS A DEED by the said
JULIE CREWE
In presence of:

Witness signature.....
Print Name.....

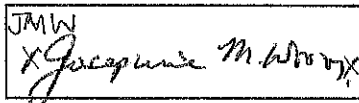
Address.....
Address.....
Address.....
Address.....

SIGNED AS A DEED by the said
IAN CREWE
In presence of:



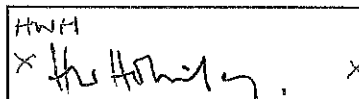
Witness signature.....
Print Name.....
Address.....
Address.....
Address.....
Address.....

SIGNED AS A DEED by the said
JOSEPHINE MARY WOOD
In presence of:



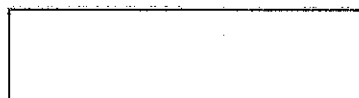
Witness signature.....
Print Name.....
Address.....
Address.....
Address.....
Address.....

SIGNED AS A DEED by the said
HOWARD WILLIAM HOLLIDAY
In presence of:



Witness signature.....
Print Name.....
Address.....
Address.....
Address.....
Address.....

SIGNED AS A DEED by the said
JAMES HAYWARD TURNER
LAWLER
In presence of:



Witness signature.....

Print Name.....

Address.....

Address.....

Address.....

Address.....

SIGNED AS A DEED by the said
RUTH LAWLER
In presence of:

Witness signature.....

Print Name.....

Address.....

Address.....

Address.....

Address.....