

**DATED 15 August 1991**

**MANOR FARM (SEER GREEN) MANAGEMENT COMPANY LIMITED**

**and**

**BRITISH GAS PLC**

**DEED OF GRANT**

**land at Manor Farm Estates, Seer Green, Beaconsfield**

# H M LAND REGISTRY

## LAND REGISTRATION ACTS 1925 TO 1986

**COUNTY AND DISTRICT :** BUCKINGHAMSHIRE - CHILTERN

**TITLE NUMBER :** BM142182

**PROPERTY :** LAND AT MANOR FARM ESTATES  
SEER GREEN BEACONSFIELD

**THIS DEED OF GRANT** is made the 15th day of August 1991 **BETWEEN MANOR FARM (SEER GREEN) MANAGEMENT COMPANY LIMITED** whose Registered Office is at 68 Farmers Way, Seer Green, Beaconsfield, Buckinghamshire, HP9 2YY (hereinafter called "the Grantor" which expression where the context so admits shall include their successors in title and assigns) of the one part and **BRITISH GAS PLC** whose registered office is at Rivermill House, 152 Grosvenor Road, London, SW1V 3JL (hereinafter called "British Gas" which expression where the context so admits shall include its successors in title and assigns) of the other part.

### **WHEREAS:**

1. The Grantor is the registered proprietor of the freehold land comprised in the above-mentioned Title Number (hereinafter called "the said land").
2. British Gas is a public gas supplier within the meaning of section 7 of the Gas Act 1986 and is the owner of a gas transmission and distribution network which together with terminals storage facilities and other apparatus comprise British Gas' undertaking and desires to lay and thereafter maintain a pipeline and ancillary apparatus in the said land.
3. Under the provisions of the Gas Act 1986 British Gas may be directed to transmit gas on behalf of others.
4. The Grantor has agreed to grant in fee simple to British Gas the easements hereinafter and British Gas has agreed to enter into the covenants hereinafter contained.

### **NOW THIS DEED WITNESSETH AS FOLLOWS:**

1. **IN PURSUANCE** of the said agreement and in consideration of the covenants by British Gas hereinafter contained **THE GRANTOR AS BENEFICIAL OWNER** and to the intent that the easements hereby granted shall be appurtenant to British Gas' undertaking and each and every part thereof **HEREBY GRANTS IN FEE SIMPLE** unto British Gas the easements to lay construct inspect maintain protect use replace remove or render unusable a pipeline for the transmission or storage of gas or other materials whether such gas or materials are transmitted by British Gas on its own behalf or on behalf of other persons and all necessary apparatus ancillary thereto (all hereinafter together called "the said works") in upon and over (a) strip(s) of land 10 feet in width coloured pink for identification purpose only on plan number 1 annexed hereto (hereinafter called "the said strip of land") and to pass over the said strip of land for the purposes of the said works and of any works of British Gas contiguous therewith and over the said land for the purposes of access to the said strip of land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus **TO HOLD** the same unto British Gas in fee simple.

**2. BRITISH GAS HEREBY COVENANTS** with the Grantor to the intent and so as to bind the easements hereby granted into whosoever hands the same may come and to benefit and protect the said land and every part thereof but not so far as to render British Gas liable in damages for any breach of covenant committed after they shall have parted with all interest in such easements privileges rights and liberties as follows:

- a) In exercising the easements hereby granted British Gas shall take all reasonable precautions to avoid obstruction to or interference with the user of the said land and damage and injury thereto.
- b) British Gas shall so far as is reasonable practicable make good all damage or injury to the said land caused by the exercise by British Gas of the easements hereby granted and shall make full compensation to the Grantor in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid.
- c) British Gas shall so far as is reasonable practicable and so long as the said works are used for in connection with the transmission or storage of gas or other materials as aforesaid keep the said works in proper repair and condition and upon abandonment of the said works or any part thereof notification whereof shall be given to the Grantor by British Gas shall render the same permanently safe.
- d) British Gas shall keep the Grantor indemnified against all actions claims or demands arising by reason of the exercise of the easements hereby granted or of any failure to keep the said works in proper repair and condition as aforesaid except any such actions claims or demands as may be occasioned by the default or wrongful act of the Grantor his servants agents or invitees.
- e) British Gas shall indemnify and keep indemnified the Grantor against all loss damage claims demands costs and expenses which may arise or be incurred by virtue of any damage or destruction of the pipeline aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape or any gas or other material whatsoever from the said pipeline or any such apparatus or equipment as aforesaid where such damage destruction or escape is caused by the acts or omissions of any person other than the Grantor his servants agents or invitees.
- f) British Gas shall pay all rates and taxes which may be imposed in respect of the said works or the easements hereby granted.

**PROVIDED** that the Grantor shall not settle or compromise any such action claim or demand as is referred to in sub-clauses (d) and (e) of this Clause without the prior consent of British Gas.

**3. THE GRANTOR HEREBY COVENANTS** with British Gas to the intent and so as to bind the said land and land of the Grantor adjoining thereto and every part thereof into whosoever hands the same may come and to benefit and protect the easements hereby granted as follows:

- a) The Grantor shall not do or cause or permit to be done on the said land or land of the Grantor adjoining thereto anything calculated or likely to cause damage or injury to the said works and will take all reasonable precautions to prevent such damage or injury.
- b) The Grantor shall not without the prior consent in writing of British Gas make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the said strip of land so as to interfere with or obstruct the access thereto or to the said works by British Gas so as to lessen or in any way interfere with the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works.

- c) The Grantor shall not erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in through upon or over the said strip of land.

**PROVIDED** that nothing in this Clause shall prevent the Grantor from installing any necessary service pipes drains wires or cables under the supervision and with the consent (which shall not be unreasonable withheld) of British Gas or its agents or carrying on normal agricultural operations or acts of good husbandry including fencing hedging and ditching not causing such interference obstruction or material reduction of the depth of soil as aforesaid.

4. **ANY** dispute arising under Clauses 2 and 3 hereof 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 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 1950 and 1979 and of any statutory modification or re-enactment thereof for the time being in force shall apply to any such reference and determination.
5. **BRITISH GAS** with the consent of the Grantor hereby applies for an entry to be registered under Section 19(2) of the Land Registration Act 1925 in respect of the said land comprised in the Title Number above mentioned.
6. **WHERE** the Grantor consists of two or more persons covenants expressed to be made by the Grantor shall be deemed to be made jointly and severally by such persons.
7. **ALL** communications relevant to this Deed shall be addressed to the Grantor at the address above mentioned and to British Gas at North Thames House, London Road, Staines, Middlesex, TW18 4AE or if British Gas shall cease to use that address then to its registered office for the time being.
8. **IT IS HEREBY CERTIFIED** that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds **THIRTY THOUSAND POUNDS (£ 30,000)**.
9. **IT IS HEREBY FURTHER CERTIFIED** that this instrument falls within category "J" in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987.

**IN WITNESS** whereof the Grantor and British Gas have caused their respective Common Seals to be hereunto affixed the day and year first above written.

**THE COMMON SEAL of MANOR FARM (SEER GREEN)** )  
**MANAGEMENT COMPANY LIMITED** was hereunto affixed )  
in the presence of: )

**THE COMMON SEAL of BRITISH GAS PLC** was hereunto )  
affixed in the presence of: )