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DATED

12th July

2010

28



SEQ120



COPY

- (1) **ANDREW JOHN WATSON
JEAN ISABEL WATSON**
- (2) **PORTSMOUTH WATER LIMITED**

DEED OF GRANT

relating to

Land at Bere Farm
Soberton
Southampton

We certify this is a true and complete
copy of the original

Wilsons

**Wilsons Solicitors LLP
Steynings House
Summerlock Approach
Salisbury SP2 7RJ**

Date **21.07.2010**

**Glanvilles LLP
West Wing
Cams Hall
Fareham
PO16 8AB**

**Tel: 01329 282841
Fax: 01329 822052
Ref: SCR/243-294**

H M LAND REGISTRY
Land Registration Acts 2002

DEED OF GRANT

COUNTY & DISTRICT :

TITLE NUMBER :

PROPERTY : Bere Farm Heath Road Soberton Southampton SO32 3QH

DATED

: 12th July 2010

THIS DEED OF GRANT is made the day of 2010

BETWEEN:

- (1) **ANDREW JOHN WATSON** and **JEAN ISABEL WATSON** both of Bere Farm Heath Road Soberton Southampton SO32 3QH ("the Grantor")
- (2) **PORTSMOUTH WATER LIMITED** (company registration number 2536455) whose registered office is at PO Box 8, West Street, Havant, Hampshire, PO9 1LG ("the Company")

WHEREAS:-

- (1) The Grantor is the registered proprietor with title absolute of the three sections of freehold land two being 5 metres in width and one being 10 metres in width both at Bere Farm Heath Road Soberton Southampton SO32 3QH subject as hereinafter mentioned but otherwise free from incumbrances as the same is registered under the above title number ("the Land") the same being more particularly delineated and described and coloured pink on the plan annexed hereto and numbered 2/978
- (2) The Grantor has agreed to grant to the Company the easements rights and liberties hereinafter described for the consideration hereinafter appearing.
- (3) It has been agreed that the Grantor and the Company shall enter into the covenants on their respective parts as hereinafter contained.

NOW THIS DEED WITNESSETH as follows:-

1. In pursuance of the said agreement and in consideration of the covenants hereinafter contained the Grantor with full title guarantee so as to bind the Land into whosoever hands it may come hereby grants unto the Company (and to the intent that the rights and easements hereby granted shall be appurtenant to all the

lands and hereditaments used and occupied by the Company for the purpose of its statutory undertaking as are accommodated by the said rights and easements and to each and every part of the Land and hereditaments) ALL THAT an easement and a right from time to time to lay construct operate inspect cleanse repair alter renew remove or render unusable and at all times maintain a water main consisting of a line or more than one line of pipes and service connections and communication pipes thereto together with such valves cables inspection chambers markers and other ancillary apparatus as may be necessary in respect thereof in through or under the land hereinbefore described ("the Easement") TOGETHER WITH full right and liberty and at all times hereafter with all necessary workmen persons tools equipment materials vehicles and appliances

- (a) to enter upon the Easement for the purposes herein mentioned
- (b) to level out the ground of the Easement where it is at present uneven but so that the top soil or turf shall be carefully preserved and replaced and made tidy
- (c) to pass across the land of the Grantor at suitable places outside the Easement for the purpose only of obtaining access thereto
- (d) to tap the said main and lay services therefrom across the Easement as may from time to time be required

TO HOLD and enjoy the said easements rights and liberties unto the Company in fee simple.

2. THE COMPANY HEREBY COVENANTS with the Grantor as follows:-

- (a) to exercise the easements rights and liberties hereby granted so as to do as little damage as possible to the property of the Grantor
- (b) from time to time to the reasonable satisfaction of the Grantor to repair and make good or alternatively at the option of the Company to pay reasonable compensation for all damage which may arise from or be attributable to the exercise by the Company of the easements rights and liberties hereinbefore granted to it the amount of such compensation to be determined in default of agreement by a single arbitrator pursuant to the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force any payment to be made by the Company to the occupier for the time being of the land damaged or prejudiced thereby
- (c) should the Company lay any additional line or lines of pipes within the Easement from the date hereof then additional compensation may be

payable by the Company to the Grantor in respect of each additional line or lines of pipes beyond the first

- (d) to pay to the legally authorised occupier of the land or to the Grantor if the occupier reasonable compensation for any loss caused in laying the water main and the connections thereto.

3. THE GRANTOR HEREBY COVENANTS for himself and his successors in title with the Company as follows:-

- (a) not to erect or permit to be erected on the Land throughout the Easement any building or structure boundary wall or fence nor plant any trees or shrubs within the width thereof without the previous consent in writing of the Company (such consent only to be given in exceptional circumstances)
- (b) except in the course of ordinary agricultural cultivation not to use or permit or knowingly suffer to be used the Land for any purpose or permit or knowingly suffer anything thereon which may endanger injure or damage the water main or interfere with the free flow and passage of water soil or other materials through the same or otherwise impede hinder or interfere with the exercise of the said rights of the Company
- (c) not to raise the surface of the land forming the Easement by more than three hundred millimetres nor lower it by more than seventy five millimetres without the previous consent in writing of the Company
- (d) Not to withdraw the natural right of support hitherto enjoyed by the Land forming the Easement
- (e) not to do or cause or permit to be done anything on the Land which may endanger or damage the water main or render access thereto more difficult or expensive
- (f) not to allow any piling operations or the raising of the level of the Land or to allow tipping thereon.
- (g) to inform the Company of any damage to or deterioration in the pipe as soon as the Grantor becomes aware of it.
- (h) to keep the Company indemnified from and against any act loss damage or liability suffered by the Company as a result of a breach of the covenants on the Grantor's part contained in this deed.

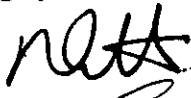

4. PROVIDED ALWAYS that if and when any part or parts of the Land through which the easements rights and liberties hereinbefore granted shall become part of

a public highway the obligations of the Company hereunder shall cease in respect of that part or parts thereof forming the public highway.

5. The expressions "the Grantor" and "the Company" shall where the context so admits include their respective successors in title and the singular shall include the plural and the masculine shall include the feminine and vice versa.
6. THE Grantor and the Company do now apply to the Chief Land Registrar to enter the rights and easements hereby granted in the Charges Register of the above mentioned title.
7. If any dispute or difference shall arise between the parties hereto concerning any matter or thing or touching any clause herein contained or the operation or construction thereof or any matter or thing in any way connected with these presents and not being a question of law or the construction of these presents then and in every such case the dispute or difference shall be referred to a single arbitrator to be appointed in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment of the same for the time being in force.

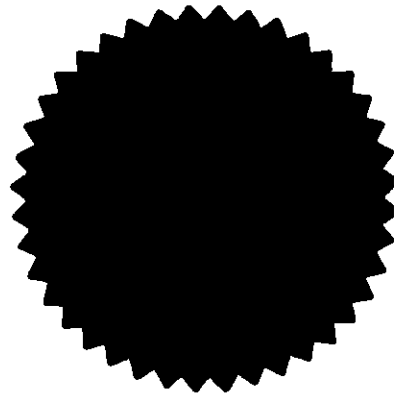
IN WITNESS whereof this deed was duly executed the day and year first before written.

Signed as a deed by
Portsmouth Water Limited
Acting by its director and secretary

Director

Director
Secretary



Signed as a deed by
Andrew John Watson
In the presence of Witness
Name

Address

Occupation

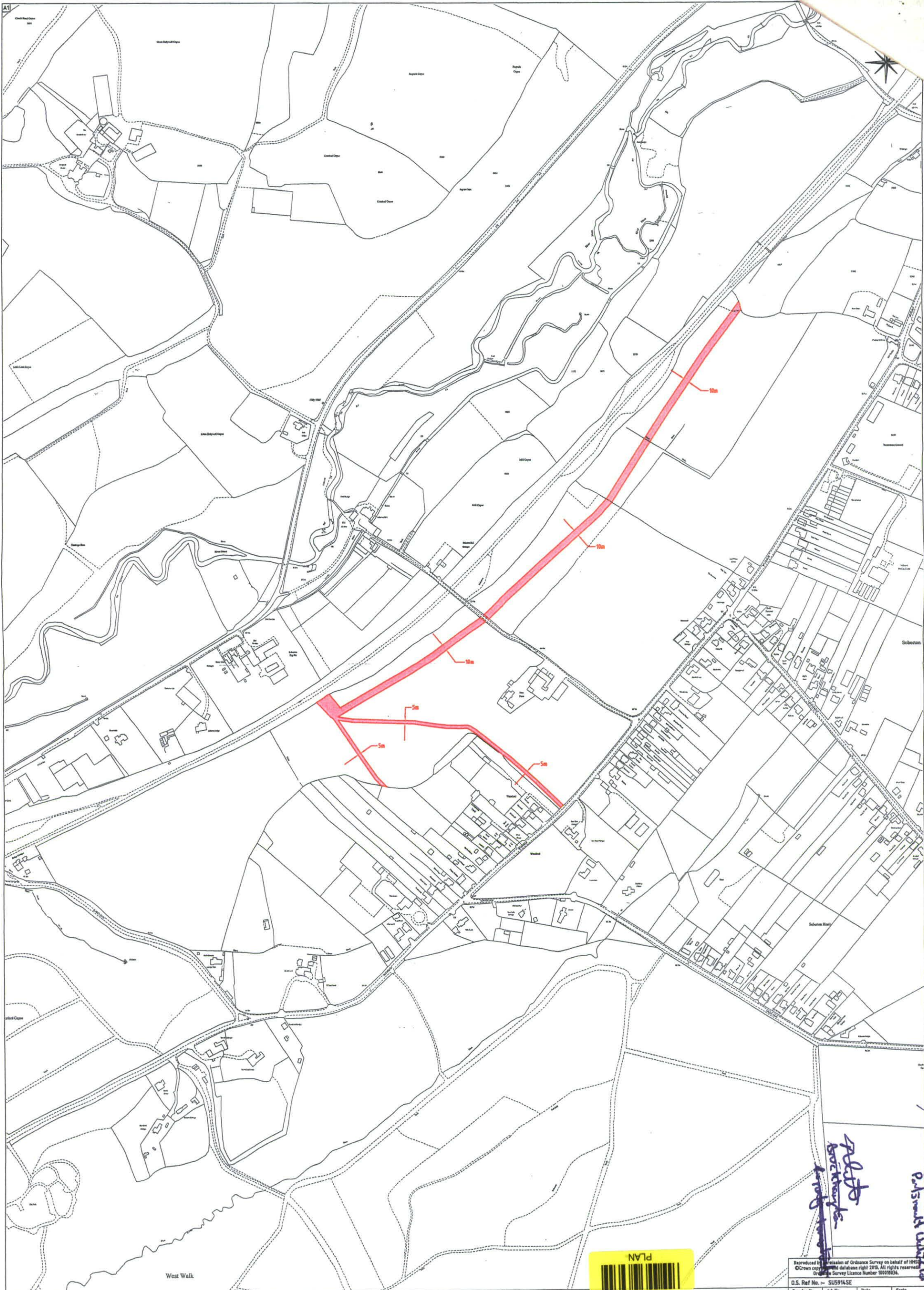
Signature

Signed as a deed by
Jean Isabel Watson
In the presence of Witness
Name

Address

Occupation

Signature



Telephone: Havant (023) 9249 9888
Fax: Havant (023) 9243 3632
Website: www.portsmouthwater.co.uk



REVISION	A	B	C	D
DESCRIPTION				

EASEMENT
BERE FARM SOBORTON



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D.S. Ref No. -	SU5914SE
Drawing No.	2/978
Job No.	
Date	17-05-2010
Scale	
Drawn By	
Traced By	
Checked By	

Handwritten signatures and notes:
P. J. H.
P. J. H.
P. J. H.
P. J. H.