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Title Number HP389336

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DATED

14th November

2007

- (1) ANTHONY SEWARD LAMBERT and
ELIZABETH MARY LAMBERT
- (2) PORTSMOUTH WATER LIMITED

We hereby certify
this to be a true copy
of the original
Stannishes

DEED OF RELEASE AND GRANT

relating to

Land on the South Side of
Liberty Road
Newtown
Fareham

Glanvilles
West Wing
Cams Hall
Fareham
PO16 8AB
Tel: 01329 282841
Fax: 01329 822052

DEED OF GRANT

COUNTY & DISTRICT : HAMPSHIRE WINCHESTER
TITLE NUMBER : HP389336
PROPERTY : Land on the South Side of Liberty Road
Newtown

DATED : 14th November 2007.

THIS DEED OF GRANT is made between:

- (1) **ANTHONY SEWARD LAMBERT and ELIZABETH MARY LAMBERT**
both of Forest Lodge Farm, Newtown, Fareham, Hampshire ("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 freehold land 5 metres in width at Liberty Road, Newtown, Fareham subject as hereinafter mentioned but otherwise free from incumbrances as the same is with other land registered under Title Number HP389336 ("the Pink Land") the same being more particularly delineated and described and coloured pink on the plan annexed hereto and numbered 2/879.
- (2) The Grantor has agreed to grant to the Company the easements rights and liberties hereinafter described for the consideration hereinafter appearing.
- (3) By a deed dated 14th April 1964 made between William Theobald Hindson and Drusilla Hindson (1) and the Company (2) ("the Original Deed of Grant") the Company was granted the easements rights and liberties granted by the Original Deed of Grant.
- (4) The Grantor and the Company have agreed that the easements rights and liberties granted by the Original Deed of Grant shall be extinguished.
- (5) 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 sum of £3,250 paid by the Company to the Grantor (the receipt of which sum the Grantor hereby acknowledges) and of the covenants hereinafter contained the Grantor with full title guarantee so as to bind the Pink 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) **FIRST 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") **SECONDLY ALL THAT** an easement and a right during the course of laying and constructing the water main hereinbefore described for the purposes connected therewith to utilise the adjoining land of the Grantor within 3 metres on each side of the line of easement ("the Temporary Easement") except where any side of the line of easement adjoins or is within 3 metres of a physical field or highway boundary when the width of the Temporary Easement will extend as to provide a total working width of 11 metres **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 and the Temporary 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 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 (including crops and livestock) of the Grantor and the tenant (if any)
- (b) from time to time to the reasonable satisfaction of the Grantor to repair and make good 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
- (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 knowingly 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 knowingly do or cause or permit to be done anything on the Land which endangers 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. The Company agrees to release to the Grantor the land contained in the above title to the intent that the easements rights and liberties contained in the Original Deed of Grant shall from the date of this release be extinguished.
 5. 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.
 6. The Grantor and the Company hereby apply to the Chief Land Registrar to cancel on the Charges Register of the above mentioned title all reference to the Original Deed of Grant which is released and extinguished by this release.
 7. 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.
 8. The expressions "the Grantor" and "the Company" shall where the context so admits include their respective successors in title and assigns and the singular shall include the plural and the masculine shall include the feminine and vice versa.
 9. The perpetuity period for the purpose of this deed shall be eighty years from the date of this deed.
 10. The Company will be responsible for the Grantor's reasonable legal fees surveyors fees value added tax and disbursements in connection with the preparation and completion of this Deed and any amounts required to compensate the Company in respect of its internal management and administrative costs and expenses and disbursements and Value Added Tax thereon.

11. 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 in 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 the said
ANTHONY SEWARD LAMBERT
in the presence of:-

X *Anthony Seward Lambert* X
AL

Witness Signature : *Mary Wren*

Name : *MARY WREN*

Address : *WOODEND BARN*
LIBERTY ROAD
NEWTOWN

Occupation : *FARZHAM POITOLB*
Housewife

SIGNED AS A DEED by the said
ELIZABETH MARY LAMBERT
in the presence of:-

Em Lambert

Witness Signature : *Mary Wren*

Name : MARY WREN

Address : WOODEND BARN
LIBERTY ROAD
NEWTOWN

Occupation : FAREHAM PO17 6LB
Housewife

The Common Seal of PORTSMOUTH
WATER LIMITED was hereunto affixed
to this instrument as a deed
in the presence of:-

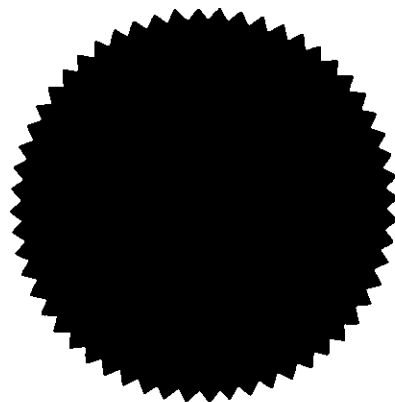
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)
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J. Boyle

Director

Secretary

net





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| Telephone: Havant (023) 9249 9888 Fax: Havant (023) 9245 3632 Web site: www.portsmouthwater.co.uk | | | | CONTRACT PROJECT 250mm PUMPING MAIN NEWTOWN TO SOBER WTW | | TITLE 5m EASEMENT LAND SC OF LIBERTY ROAD | | Reproduced by permission of Ordnance Survey on behalf of HMSO. ©Crown copyright and database right 2005. All rights reserved. Ordnance Survey Licence Number WU 298905. | |
| O.S. Ref No. 1- SU6013SE | | Drawing No. 2/879 | | Job No. S533C | | Date 22-04-05 | | Scale 1:1250 | |
| Drawn By | | Traced By | | Checked By | | Drawn By | | Checked By | |