

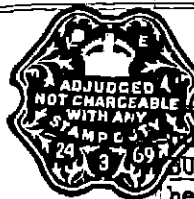
These are the notes referred to on the following official copy

Title Number GR215822

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PRESENTED

17 MAR 1969

No. 14864

Day of

One thousand nine

THIS DEED is made the *Twelfth* day of *March* *nine* hundred and sixty-eight BETWEEN THE MINISTER OF PUBLIC BUILDING AND WORKS (hereinafter called "the Grantor") for and on behalf of Her Majesty of the one part and THE NORTH WEST GLOUCESTERSHIRE WATER BOARD whose principal office is at 124 London Road in the City of Gloucester (hereinafter called "the Grantee") of the other part

WHEREAS:-

(1) The Grantor is the estate owner on behalf of Her Majesty in respect of the fee simple absolute in possession free from incumbrances of the servient tenement as hereinafter defined

(2) The Grantor has agreed to grant to the Grantee the rights specified in the Schedule hereto for the benefit of the undertaking of the Grantee on the terms and conditions hereinafter appearing

NOW in pursuance of the said agreement and in consideration of the sum of TWO HUNDRED AND FIFTY POUNDS paid by the Grantee to the Grantor (the receipt whereof the Grantor hereby acknowledges) THIS DEED WITNESSETH as follows:-

WE HEREBY CERTIFY
THIS TO BE A TRUE AND
ACCURATE COPY OF
THE ORIGINAL

HERBERT SMITH

Exchange House

Chamrose Street

London EC2A HS

Date.....19.....

RR FILE

(GR 215822)



SEQ171

photo

copy

1. IN this Deed where the context so admits
"the Grantor" includes the estate owner for the time being of the servient tenement
"the Grantee" includes the successors and assigns of the Grantee being the owner or owners for the time being of the undertaking of the Grantee
"the servient tenement" means the land at Oakley Farm in the Borough of Cheltenham in the County of Gloucester across which rights and easements are hereby granted
"the said rights" mean the rights specified in the Schedule hereto
"the said works" mean the waterpipes inspection chambers stop-cocks and fittings specified in the Schedule hereto and works accessory thereto
2. THE Grantor as Trustee HEREBY GRANTS unto the Grantee the said rights Reserving however unto the Grantor the right to work the mines and minerals under the servient tenement including the right to withdraw such lateral or subjacent support as the said works may now or any time hereafter enjoy from such mines or minerals and the soil of the servient tenement TO HOLD the same unto the Grantee in fee simple subject to the observance and performance of the covenants conditions and agreements herein contained and on the part of the Grantee to be observed and performed
3. THE Grantee hereby covenants with the Grantor as follows:-
 - (1) To pay and discharge all rates taxes charges and impositions (if any) of whatsoever nature payable in respect of the said works or which may become payable by reason or in consequence of this Deed and to refund to the Grantor any contribution made by him in lieu of rates taxes charges and/or impositions

(2) Not to permit or suffer any nuisance or annoyance in the nature of a nuisance to arise or to be caused or to exist in consequence of or in connection with or arising out of the existence of the said works

(3) Before exercising the said rights to make arrangements with or obtain the consent of any tenants or other persons having an interest in the servient tenement and to make any payments required by such tenants or other persons as aforesaid

(4) To carry out the laying construction and maintenance of the said works to the reasonable satisfaction of the Grantor

(5) To maintain and keep the said works in good and substantial repair and condition to the reasonable satisfaction of the Grantor

(6) Not to make any alterations or additions in or to the said works without the previous consent in writing of the Grantor

(7) To allow the Grantor at any time or times to view the state and condition of the said works and within three months (or sooner if necessary) after the receipt of any notice from the Grantor calling upon the Grantee to execute repairs to the said works to carry out such repairs to the reasonable satisfaction of the Grantor

(8) In the event of the said works or any part thereof falling into disuse upon being requested in writing by the Grantor so to do forthwith to remove the same and to restore the ground above and about the said works to its original state and condition and make good all damage done by such removal to the satisfaction of the Grantor

(9) To make good or pay compensation for any damage to the servient tenement or any property of the Grantor or his tenants (movable or immovable) thereon or on any premises in the vicinity of the servient tenement arising by reason of this grant or anything done or purported to be done hereunder

(10) To keep the Crown and the Grantor fully and effectually indemnified against all costs charges expenses actions claims and demands in respect of any damage or injury (whether or not fatal) to any person or property arising by reason of this grant or anything done or purported to be done hereunder And this indemnity shall extend and apply to all sums payable (whether or not the payment thereof is legally enforceable) under any Statute Order Regulation Instruction Warrant or otherwise to any officer servant or agent of the Crown or the personal representatives or dependants of any such person in respect of any such damage or injury PROVIDED ALWAYS that the Grantor shall be at liberty to settle as he may think fit after consultation with the Grantee any such actions claims or demands and he may after giving notice in writing to the Grantee cause any such damage to be made good and the reasonable expenses incurred in so doing shall be recoverable from the Grantee on demand PROVIDED NEVERTHELESS that if the Grantor makes any such settlement as aforesaid the Grantee shall not be required to pay by way of indemnity any sum greater than that which would be reasonably payable in settlement having regard to the circumstances of the case and in particular (where the payment is legally enforceable) to the damages which might be recoverable

105

(11) To pay the costs of and incidental to the preparation and completion of this Deed and the duplicate thereof

4. PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:-

(1) That in default of the Grantee carrying out any of the works to be executed by the Grantee in pursuance of any of the terms and conditions hereof the Grantor may take all such steps and execute all such works and do such things as may in the opinion of the Grantor be necessary or proper for that purpose and the Grantee shall on demand pay to the Grantor the proper cost thereof

(2) That neither the Grantor nor any agent of the Grantor nor any person acting on behalf of the Grantor shall be liable to the Grantee for any claim for injury (whether or not fatal) to person or loss of or damage to property (including the said works) suffered by any person (including and without prejudice to the generality of the foregoing the Grantee or any servant or agent or person acting on behalf of the Grantee) occasioned by anything done or omitted by the Grantor or any agent of the Grantor or any person acting on behalf of the Grantor upon the servient tenement or by reason of any defect in the means of access thereto

(3) That any notice required to be given or served hereunder shall be sufficiently served on the Grantee if sent by registered or recorded delivery post to the Grantee at the last known place of abode or business of the Grantee in England or Wales and shall be sufficiently served on the Grantor if addressed to the Grantor and sent by registered post to the Grantor at Government Buildings Burghill Road Westbury-on-Trym Bristol and (unless non-delivery is proved) a notice so sent by post shall be deemed to be given at the time when it ought in due course of post to be delivered at the address to which it is sent

5. THE Grantee hereby releases and surrenders unto the Grantor all rights powers and privileges (if any) in respect of the existing water mains referred to in the Schedule hereto hitherto acquired by the Grantee or its predecessors to the intent that any such rights powers and privileges shall henceforth be abandoned and extinguished

I N W I T N E S S whereof the Official Seal of the Grantor has been hereunto affixed and the Grantee has hereunto caused its Common Seal to be affixed the day and year first before written

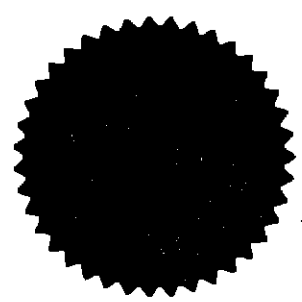
THE SCHEDULE above referred to

FULL right and liberty to lay at a depth of not less than 3 feet from the surface of the ground construct inspect maintain and use water pipes having an external diameter of 6 inches in and under the servient tenement with the necessary inspection chambers stopcocks and fittings in the approximate positions shown by the red lines between the points E-F and B-X-Y marked on the said plan and to inspect maintain and use the existing water pipes in and under the servient tenement with the inspection chambers stopcocks and fittings belonging thereto in the approximate positions shown by blue lines between the points marked respectively A-X-B and C-X-D and B-E and E-F on the said plan

FULL right and liberty from time to time to renew and remove all or any of the said works

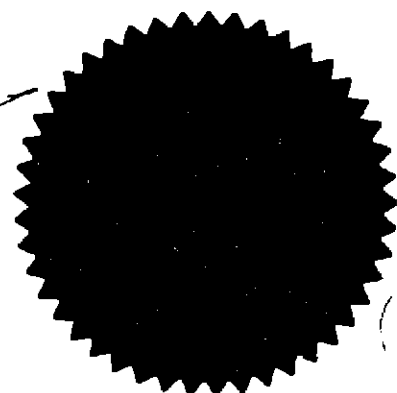
FULL right and liberty for the purpose of exercising the said rights but not for any other purpose whatsoever from time to time and at all reasonable times in the daytime and after giving to the Grantor 48 hours written notice (except in case of emergency when such notice as is reasonably practicable shall be given) with servants workmen and others and all necessary materials to enter upon so much of the Grantor's land on either side of the said red and blue lines as lies within a distance of 5 yards therefrom the Grantee making good all damage thereby done and restoring and reinstating the surface of such land to its original state and condition

THE OFFICIAL SEAL of THE
MINISTER OF PUBLIC BUILDING
AND WORKS was hereunto
affixed in the presence of:-



R. S. SMITH *R. S. Smith*
Authorised by the Minister

THE COMMON SEAL of THE NORTH
WEST GLOUCESTERSHIRE WATER
BOARD was hereunto affixed
in the presence of:-



[Signature]
Chairman
[Signature]
Clerk

No.
IN SEAL
REGISTER
149.

TITLE 29/148.(74) 107

Cheltenham.
Oakley Farm.

DATED

12th March

1968

THE MINISTER OF PUBLIC
BUILDING AND WORKS

- to -

THE NORTH WEST GLOUCESTERSHIRE
WATER BOARD

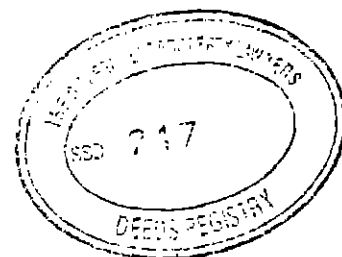
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DEED OF GRANT

- to -

construct maintain and use water
pipes across through and under land
situate at Oakley Farm in the
Borough of Cheltenham in the County
of Gloucester

End Wymt



Works C.11083/DRL
File:- 7L3233/105/1



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SCALE 1/2500

OAKLEY FARM CHELTENHAM.

SURVEY PLAN TO 1/2500 SCALE

TRACED IN SEPTEMBER 1963
FROM DRAWING No 517
DATED JULY 1939.

H.M. OFFICE OF MAPS
STONEY'S GATE
WESTMINSTER, S.W.1

WATER WORKS
CHELTENHAM CORPORATION

