THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 23 JAN 2020 AT 13:15:25. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, PETERBOROUGH OFFICE.

TITLE NUMBER: P158120

There is no application or official search pending against this title.

### A: Property Register

This register describes the land and estate comprised in the title.

#### CENTRAL BEDFORDSHIRE

- 1 (09.07.1935) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land and buildings on the south side of Manor Road.
- The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 3 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered BD45588 in green on the filed plan and other land dated 26 April 1974 made between (1) Hardy Park Estates (Luton) Limited and (2) James Joseph Harbud:-

"EXCEPT AND RESERVING unto the Transferor the owner or owners occupier or occupiers of the adjoining property lying to the north west of the property hereby transferred a right of any with or without vehicles at all times and for all purposes over the land coloured blue on the said Plan."

NOTE: The land coloured blue referred to is that which is edged and numbered BD45588 in green on the filed plan.

# B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

#### Title absolute

- 1 (27.05.2010) PROPRIETOR: KEVIN FRANK CHAMBERLAIN of 2 Woodward Heights, Woodward Close, Grays, Essex RM17 5RR and LORRAINE KAREN SMITH of Heron Rise, Lower Farm Road, Effingham, Surrey KT24 5JL and SHARON ANN WELLS of 8 Clearview Road, Summit NJ 07901, United States of America and KEVIN LEE CHAMBERLAIN of 12/53 Mitford Street, Elwood, Victoria, 3184, Australia.
- 2 (27.05.2010) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

# C: Charges Register

This register contains any charges and other matters that affect the land.

#### Title number P158120

- 1 The part of the passageway at the side of 141 Manor Road included in this title is subject to rights of way.
- The land tinted blue on the filed plan is subject to rights of way on foot only.
- 3 The part of the land affected thereby is subject to the following rights granted by a Deed dated 19 May 1989 made between (1) Lesley Ann Chamberlain and (2) British Gas Plc:-

"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 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 of land six metres in width coloured pink for identification purposes only on the plan 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 purpose 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."

NOTE: The land coloured pink referred to is tinted blue on the filed plan so far as it affects the land in this title

The said Deed also contains the following covenants:-

- "BRITISH GAS (to the intent and so as to bind the easements hereby granted into whosesoever hands the same may come and to benefit and protect the said land and every part thereof) HEREBY COVENANTS with the Grantor as follows:
- 4.1 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.
- 4.2 British Gas shall so far as is reasonably 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.
- 4.3 British Gas shall so far as is reasonably practicable and so long as the said works are used for or 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.
- 4.4 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 or the Grantor's servants or agents).
- 4.5 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 of 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 or the Grantor's servants or agents.
- 4.6 British Gas shall pay all rates and taxes which may be imposed in respect of the said works or the easements hereby granted.
- 4.7 If any interference with or disturbance of the functioning of any drain or drainage system in or under the Grantor's land can be shown by

the Grantor to have been caused by the laying of any pipeline in the exercise of the easements hereby granted then British Gas shall so far as is reasonably practicable make good any damage or injury thereby caused and shall make full compensation to the Grantor in respect thereof in so far as the same shall not have been made good as aforesaid.

PROVIDED that the Grantor shall not settle or compromise any such action claim or demand as is referred to in sub-clause 4.4 and 4.5 of this Clause without the prior consent of British Gas.

THE Grantor (to the intent and so as to bind the said land and land of the Grantor adjoining thereto and every part thereof into whosesoever hands the same may come and to benefit and protect the easements hereby granted) hereby covenants with British Gas that:-

- 5.1 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.
- 5.2 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 or 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.
- 5.3 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 unreasonably withheld or delayed) 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."

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 23 JAN 2020 AT 13:18:03. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, PETERBOROUGH OFFICE.

TITLE NUMBER: P158257

There is no application or official search pending against this title.

### A: Property Register

This register describes the land and estate comprised in the title.

CENTRAL BEDFORDSHIRE

- 1 (09.07.1935) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the east side of the road leading from Aley Green to Caddington and lying on the south of Manor Road.
- 2 The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

# B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

#### Title absolute

- 1 (27.05.2010) PROPRIETOR: KEVIN FRANK CHAMBERLAIN of 2 Woodward Heights, Woodward Close, Grays, Essex RM17 5RR and LORRAINE KAREN SMITH of Heron Rise, Lower Farm Road, Effingham, Surrey KT24 5JL and SHARON ANN WELLS of 8 Clearview Road, Summit NJ 07901, United States of America and KEVIN LEE CHAMBERLAIN of 12/53 Mitford Street, Elwood, Victoria, 3184, Australia.
- 2 (27.05.2010) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

# C: Charges Register

This register contains any charges and other matters that affect the land.

The part of the land affected thereby is subject to the following rights granted by a Deed dated 19 May 1989 made between (1) Lesley Ann Chamberlain and (2) British Gas Plc:-

"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 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 or other persons) and all necessary apparatus ancillary thereto (all hereinafter together called

"the said works") in upon and over a strip of land six metres in width coloured pink for identification purposes only on the plan 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 purpose 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."

NOTE: The land coloured pink referred to is tinted blue on the filed plan so far as it affects the land in this title. The said Deed also contains the following covenants:-

"BRITISH GAS (to the intent and so as to bind the easements hereby granted into whosesoever hands the same may come and to benefit and protect the said land and every part thereof) HEREBY COVENANTS with the Grantor as follows:

- 4.1 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
- 4.2 British Gas shall so far as is reasonably 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
- 4.3 British Gas shall so far as is reasonably practicable and so long as the said works are used for or 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
- 4.4 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 or the Grantor's servants or agents)
- 4.5 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 of any gas or other material whatsoever from the said pipeline or any such apparatus or equipment aa aforesaid where such damage destruction or escape is caused by the acts or omissions of any person other than the Grantor or the Grantor's servants or agents
- 4.6 British Gas shall pay all rates and taxes which may be imposed in respect of the said works or the easements hereby granted
- 4.7 If any interference with or disturbance of the functioning of any drain or drainage system in or under the Grantor's land can be shown by the Grantor to have been caused by the laying of any pipeline in the exercise of the easements hereby granted then British Gas shall so far as is reasonably practicable make good any damage or injury thereby caused and shall make full compensation to the Grantor in respect thereof in so far as the same shall not have been made good as aforesaid

PROVIDED that the Grantor shall not settle or compromise any such action claim or demand as is referred to in sub-clause 4.4 and 4.5 of this Clause without the prior consent of British Gas

THE Grantor (to the intent and so as to bind the said land and land of the Grantor adjoining thereto and every part thereof into whosesoever hands the same may come and to benefit and protect the easements hereby granted) hereby covenants with British Gas that:-

- 5.1 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
- 5.2 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 or 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 materially to reduce the depth of soil above the said works
- 5.3 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 unreasonably withheld or delayed) 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."

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 23 JAN 2020 AT 13:19:27. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, PETERBOROUGH OFFICE.

TITLE NUMBER: P158256

There is no application or official search pending against this title.

### A: Property Register

This register describes the land and estate comprised in the title.

CENTRAL BEDFORDSHIRE

- 1 (09.07.1935) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the north side of the road leading from Caddington to Aley Green and lying to the South of Manor Road.
- The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

# B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

#### Title absolute

- 1 (27.05.2010) PROPRIETOR: KEVIN FRANK CHAMBERLAIN of 2 Woodward Heights, Woodward Close, Grays, Essex RM17 5RR and LORRAINE KAREN SMITH of Heron Rise, Lower Farm Road, Effingham, Surrey KT24 5JL and SHARON ANN WELLS of 8 Clearview Road, Summit NJ 07901, United States of America and KEVIN LEE CHAMBERLAIN of 12/53 Mitford Street, Elwood, Victoria, 3184, Australia.
- 2 (27.05.2010) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

# C: Charges Register

This register contains any charges and other matters that affect the land.

The part of the land affected thereby is subject to the following rights granted by a Deed dated 19 May 1989 made between (1) Lesley Ann Chamberlain and (2) British Gas Plc:-

"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 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 of land six metres in width coloured pink for identification purposes only on the plan 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 purpose 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."

NOTE: The land coloured pink referred to is tinted blue on the filed plan so far as it affects the land in this title

The said Deed also contains the following covenants:-

"BRITISH GAS (to the intent and so as to bind the easements hereby granted into whosesoever hands the same may come and to benefit and protect the said land and every part thereof) HEREBY COVENANTS with the Grantor as follows:

- 4.1 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.
- 4.2 British Gas shall so far as is reasonably 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.
- 4.3 British Gas shall so far as is reasonably practicable and so long as the said works are used for or 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 abandoment 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.
- 4.4 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 or the Grantor's servants or agents).
- 4.5 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 of 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 or the Grantor's servants or agents.
- 4.6 British Gas shall pay all rates and taxes which may be imposed in respect of the said works or the easements hereby granted.
- 4.7 If any interference with or disturbance of the functioning of any drain or drainage system in or under the Grantor's land can be shown by the Grantor to have been caused by the laying of any pipeline in the exercise of the easements hereby granted then British Gas shall so far as is reasonably practicable make good any damage or injury thereby caused and shall make full compensation to the Grantor in respect thereof in so far as the same shall not have been made good as aforesaid.

PROVIDED that the Grantor shall not settle or compromise any such action claim or demand as is referred to in sub-clause 4.4 and 4.5 of this Clause without the prior consent of British Gas.

THE Grantor (to the intent and so as to bind the said land and land of the Grantor adjoining thereto and every part thereof into whosesoever hands the same may come and to benefit and protect the easements hereby granted) hereby covenants with British Gas that:-

- 5.1 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.
- 5.2 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 or 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.
- 5.3 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 unreasonably withheld or delayed) 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."

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 23 JAN 2020 AT 13:22:02. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, PETERBOROUGH OFFICE.

TITLE NUMBER: P158255

There is no application or official search pending against this title.

### A: Property Register

This register describes the land and estate comprised in the title.

CENTRAL BEDFORDSHIRE

- 1 (09.07.1935) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the north side of the Road leading from Caddington to Aley Green and lying to the south of Manor Road.
- The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 3 Unless otherwise stated no rights of drainage are reserved by the transfers of the parts edged and numbered in green on the filed plan.

# B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

#### Title absolute

- 1 (27.05.2010) PROPRIETOR: KEVIN FRANK CHAMBERLAIN of 2 Woodward Heights, Woodward Close, Grays, Essex RM17 5RR and LORRAINE KAREN SMITH of Heron Rise, Lower Farm Road, Effingham, Surrey KT24 5JL and SHARON ANN WELLS of 8 Clearview Road, Summit NJ 07901, United States of America and KEVIN LEE CHAMBERLAIN of 12/53 Mitford Street, Elwood, Victoria, 3184, Australia.
- 2 (27.05.2010) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

# C: Charges Register

This register contains any charges and other matters that affect the land.

The part of the land affected thereby is subject to the following rights granted by a Deed dated 19 May 1989 made between (1) Lesley Ann Chamberlain and (2) British Gas PLC:-

"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 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 of land six metres in width coloured pink for identification purposes only on the plan 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 purpose 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"

NOTE: The land coloured pink referred to is tinted blue on the filed plan so far as it affects the land in this title

The said Deed also contains the following covenants:-

"BRITISH GAS (to the intent and so as to bind the easements hereby granted into whosesoever hands the same may come and to benefit and protect the said land and every part thereof) HEREBY COVENANTS with the Grantor as follows:

- 4.1 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
- 4.2 British Gas shall so far as is reasonably 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
- 4.3 British Gas shall so far as is reasonably practicable and so long as the said works are used for or 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
- 4.4 British Gas shall keep the Grantor indemnified against all actions claims or demands arising by reason of the exercise of the easements hereby6 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 or the Grantor's servants or agents)
- 4.5 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 of 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 or the Grantor's servants or agents
- $4.6\,$  British Gas shall pay all rates and taxes which may be imposed in respect of the said works or the easements hereby granted
- 4.7 If any interference with or disturbance of the functioning of any drain or drainage system in or under the Grantor's land can be shown by the Grantor to have been caused by the laying of any pipeline in the exercise of the easements hereby granted then British Gas shall so far as is reasonably practicable make good any damage or injury thereby caused and shall make full compensation to the Grantor in respect thereof in so far as the same shall not have been made good as aforesaid

PROVIDED that the Grantor shall not settle or compromise any such action claim or demand as is referred to in sub-clause 4.4 and 4.5 of this Clause without the prior consent of British Gas

THE Grantor (to the intent and so as to bind the said land and land of

the Grantor adjoining thereto and every part thereof into whosesoever hands the same may come and to benefit and protect the easements hereby granted) hereby covenants with British Gas that:-

- 5.1 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
- 5.2 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 or 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
- 5.3 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 unreasonably withheld or delayed) 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."